

## **Group Credit Secure - Policy wordings**

Tata AIG General Insurance Company Limited (We, Our or Us) will provide the insurance cover, described in this Policy and any endorsements there to, for the Insured Period as defined in the Policy schedule. The statements contained in the Proposal/Enrolment form signed by the Policyholder shall be the basis of this Policy and are deemed to be incorporated herein. The Policy is only valid on payment of the requisite premium when due.

Commencement of risk cover under the policy is subject to receipt of premium by Tata AIG General Insurance Company Limited. The insurance provided under this Policy is only with respect to such and so many of the benefits upto the Sum Insured as mentioned in the Policy Schedule. The insurance cover is governed by and subject to, the terms, conditions and exclusions of this Policy.

### **For Tata AIG General Insurance Company Limited**

#### **Authorized Signatory**

Registered Office:

TATA AIG General Insurance Company Limited,

Peninsula Business Park,

Tower A, 15th Floor, G. K. Marg,

Lower Parel, Mumbai- 400013, Maharashtra, India

Toll Free No. 1800 266 7780 or 1800 22 9966 (Senior Citizen)

Visit us at [www.tataaiginsurance.in](http://www.tataaiginsurance.in)

IRDA of India Registration No.:108,

CIN: U85110MH2000PLC128425

Insurance is the subject matter of the solicitation". For more details on risk factors, terms and conditions please read policy document carefully before concluding a sale.

## Preamble

While this policy is in force we will pay the insured person the benefits as detailed below, for events described, if it occurs during the Policy Period. Each Benefit is subject to its Sum Insured, but Our liability to make payment in respect of any and all Benefits shall be limited to the Sum Insured unless expressly stated to the contrary.

## Section 1: Critical Illness

While this Policy is in force, We shall pay the insured person the sum insured as a lump sum for the listed critical illness subject to the following conditions.

- a. The Insured Person experiences a Critical Illness specifically listed and defined in this Policy
- b. The Critical Illness experienced by the Insured is the first incidence of that Critical Illness
- c. The signs or symptoms of the Critical Illness experienced by the Insured Person commenced beyond waiting period of more than 90 days following the Issue Date of the Certificate of Insurance or Inception Date, whichever is later
- d. None of the General or Specific Limitations or Exclusions specifically contained in this Policy applies
- e. Only one claim shall be payable to the insured regardless of the number of Critical Illness, incapacities or treatments suffered by him/her
- f. The policy shall cease on the payment for the first critical illness and no subsequent renewals can be done for the policy
- g. Covered Critical Illness: A "Critical Illness" shall mean any one of the following critical illness with specific meaning as defined in the policy.

Sl.No	Critical Illness
1	Cancer
2	End Stage Renal Failure
3	Multiple Sclerosis
4	Major Organ Transplant
5	Heart Valve Replacement
6	Coronary Artery Bypass Graft
7	Stroke
8	Paralysis
9	Myocardial Infarction (First Heart Attack of specific severity)
10	Blindness
11	Third Degree Burns
12	Creutzfeldt-Jakob disease
13	Primary (Idiopathic) Pulmonary Hypertension
14	Motor Neuron Disease with Permanent Symptoms
15	Progressive Scleroderma

### **C1- Cancer**

A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded:

- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;

- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0;
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification;
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
- ix. All tumors in the presence of HIV infection.

### **C2- End Stage Renal Failure**

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

### **C3- Multiple Sclerosis**

- i. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
  - a. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
  - b. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- ii. Other causes of neurological damage such as SLE and HIV are excluded.

### **C4 - Major Organ Transplant**

- i. The actual undergoing of a transplant of:
  - a. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - b. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- ii. The following are excluded:
  - a. Other stem-cell transplants
  - b. Where only Islets of Langerhans are transplanted

### **C5- Heart Valve Replacement**

The actual undergoing of open-heart valve surgery to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

### **C6 Coronary Artery Bypass Graft**

- i. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- ii. The following are excluded:
  - a. Angioplasty and/or any other intra-arterial procedures

### **C7 Stroke**

- i. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- ii. The following are excluded:
  - a. Transient ischemic attacks (TIA)
  - b. Traumatic injury of the brain
  - c. Vascular disease affecting only the eye or optic nerve or vestibular functions.

### **C8 Paralysis**

Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

### **C9 Myocardial Infarction (First Heart Attack of specific severity)**

- i. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
  - a. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
  - b. New characteristic electrocardiogram changes
  - c. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- ii. The following are excluded:
  - a. Other acute Coronary Syndromes
  - b. Any type of angina pectoris

- c. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

### **C10 Blindness**

- I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II. The Blindness is evidenced by:
  - i. corrected visual acuity being 3/60 or less in both eyes or ;
  - ii. the field of vision being less than 10 degrees in both eyes.
- III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

### **C11 Third Degree Burns**

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

### **C12 Creutzfeldt-Jakob disease**

A Diagnosis of Creutzfeldt-Jakob disease must be made by a Specialist Medical Practitioner (Neurologist). There must be permanent clinical loss of the ability in mental and social functioning for a minimum period of 30 days to the extent that permanent supervision or assistance by a third party is required.

Social functioning is defined as the ability of the individual to interact in the normal or usual way in society.

Mental functioning would mean functions /processes such as perception, introspection, belief, imagination reasoning which we can do with our minds.

### **C13 Primary (Idiopathic) Pulmonary Hypertension**

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows:
  - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

### **C14 Motor Neuron Disease with Permanent Symptoms**

Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

### **C15 Progressive Scleroderma**

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following conditions are excluded:

- a. Localised scleroderma (linear scleroderma or morphea);
- b. Eosinophilic fasciitis; and
- c. CREST syndrome.

### **Sub-section (1-f) - Limitations to Section 1:**

The cover under this Policy, for the specific Insured, shall terminate in the event of claim of such insured, becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except Section 6 cover for Standard Fire and Special Perils

## **Section 2: Accident**

### **P1 Accidental Death**

If an Insured Person suffers an accident during the policy period and this is the sole and direct cause of his death within 365 days from the date, then we will pay the Sum Insured subject to the following conditions.

#### **a. Geographical jurisdiction**

Worldwide

#### **b. Disappearance**

We will pay the benefit for Loss of Life occurring within Operative Time if Insured person's body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which You were a passenger or as a result of

any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that You shall have suffered loss of life within the meaning of the Policy.

**c. Specific Exclusions applicable to this Section (2)**

In addition the General Exclusions listed in this Policy this coverage section shall not cover:

- i. loss caused directly or indirectly, wholly or partly by:
  - a) infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
  - b) medical or surgical treatment except as necessary solely and directly as a result of an Accident.
  - c) Intentionally self-inflicted ,mental or nervous disorder, anxiety, stress or depression
- ii. any Injury which shall result in hernia.
- iii. Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world

**d. Limitations applicable to Section 2:**

In case of more than one claim made during the same policy period for which our liability is 100% of the opted Sum Insured we shall pay against only one claim, whichever loss is earlier.

The cover under this Policy, for the specific Insured, shall terminate in the event of claim of such insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except Section 6 cover for Standard Fire and Special Perils

**P2 - Permanent Total Disability**

If an Insured Person suffers an Accident during the Policy Period and within 365 days from the date of the Accident this is the sole and direct cause of his permanent total disablement

in one of the ways detailed in the table below, then we will pay the percentage of the Sum Insured shown in the table below.

We will pay, provided such functional disability has continued for a period of 12 consecutive months and is total, continuous and permanent at the end of this period, the principal sum shown in the Policy Schedule. However in case of amputation of limbs we will pay the eligible amount without any waiting periods.

**a. Table of Benefits**

<b>Disability</b>	<b>Percentage of Sum Insured</b>
Permanent Total Loss of two Limbs	100%
Permanent Total Loss of both eyes	100%
Permanent Total Loss of one eye and one Limb	100%
Permanent Total Loss of Hearing in both ears	100%

**Specific Definitions for Table (a)**

Loss used with reference to Limb means the loss by physical severance or the total and permanent loss of use of such Limb.

**b. Geographical jurisdiction:** Worldwide

**c. Specific Definitions applicable to this Section**

- i. **Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement.
- ii. **Permanent Total Disability** - means inability to engage in each and every occupation or employment You own for compensation or profit for which You are reasonably qualified by education, training or experience for the rest of your life.

**d. Limitation applicable to this Section**

- i. In case of more than one claim done during the same policy period for which our liability is 100% of the opted Sum Insured we shall pay against only one claim, whichever loss is earlier.
- ii. No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Doctor or from which the Insured suffered or which was present before the commencement of the Policy Period.
- iii. The cover under this Policy, for the specific Insured, shall terminate in the event of claim of such insured becoming admissible and accepted by the

Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except Section 6 cover for Standard Fire and Special Perils

**e. Specific exclusions applicable to this Section**

In addition the General Exclusions listed in this Policy this coverage section shall not cover:

- i. loss caused directly or indirectly, wholly or partly by infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
- ii. medical or surgical treatment
- iii. any Injury which shall result in hernia
- iv. Intentionally self-inflicted Injury ,mental or nervous disorder, anxiety, stress or depression
- v. Payment of compensation in respect of Insured Event which occurs whilst the Insured is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world.

**P3 - Education Benefit**

If we have accepted a claim under Accidental Death or Permanent disability Benefit, then we will in addition pay an education benefit for dependent children.

We will pay the benefit to the eligible child who is a full time student in any Institution at the time of such Accidental Death or Permanent Total Disability. In case the child is a minor, the benefit will be given to the joint account of the legal guardian and the minor child. This would be a onetime payment. We will pay 10% of Principal Sum Insured or Rs 5 Lakhs whichever is lower.

**i. Definition of Institution:**

Institution means any accredited institution that provides education or training, including but not limited to, any state university private college or trade school.

**ii. Limitation applicable to this Section:**

- a. The maximum number of eligible child/children is upto 2.
- b. In case of cover to more than one child, the benefit will be paid equally to the eligible children.

**iii. Specific Exclusions applicable to this Section:**

In addition to the General Exclusions and Specific Exclusions applicable under individual coverage section listed in this Policy this coverage section shall not cover:

- a. Eligible Children who cease to be enrolled as a full time student become permanently ineligible for the benefit, even if he or she enrolls at a later date. The benefit is not payable for any term of enrollment as a full time student that begins before that date of the insured's death.

### **Section 3 Involuntary Loss of Job**

We will pay up to the specified limit as mentioned in the Policy schedule in case of Loss of Job of the Insured Person.

**a. Benefit Payable**

- i. The Company hereby agrees, to pay, on occurrence of Loss of Job as stated under this Section, in relation to the Insured, the EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule of this Policy) after the commencement of Loss of Job till the reinstatement of employment with the same employer or new employer subject to a maximum of Sum Insured as stated under Schedule of this Policy.
- ii. We will pay Three Equated Monthly Installments (EMI) towards the home loan subject to Specific Conditions mentioned below.

**b. Specific Conditions applicable to this Section**

- i. You are a salaried employee.
- ii. You are a permanent employee of the organization working on a full time basis and such employment has been in force for a continuous period of 12 months,

- iii. You are paying the EMI on a Regular basis ;
- iv. Submission of Sanctioned letter and Repayment Track Record or Bank account statement reflecting EMI or Loan account Statement.
- v. A claim under this section shall become admissible provided the period of termination, dismissal, temporary suspension or retrenchment from employment of the Insured shall not be less 30 consecutive days (“Retrenchment Period”).
- vi. This would be a onetime payment at the end of the continuous period of unemployment of 3 months for which claim has been made and is admissible under the policy.
- vii. Upon payment of such claim under the policy, the cover for other sections 1 and 2 in the policy would continue and sum insured for these sections would be reduced accordingly.

**c. Special Exclusions applicable to this Section**

- i. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured being attributed to any dishonesty or fraud or poor performance on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured by the employer.
- ii. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - a. Self employed persons;
  - b. Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
  - c. Any voluntary unemployment;
  - d. Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period.
- iii. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
- iv. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
- v. Any unemployment due to resignation, retirement whether voluntary or otherwise

- vi. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
- vii. Second unemployment during the policy period.

#### **d. Definitions under this Section**

##### **i. Loss of Job**

For purpose of this policy coverage Loss of Job means loss of employment of the Insured person by the employer on account of retrenchment or layoffs due to any of the following reasons-

- a. Employer rules and regulations (Example, closure of a division or a department on account of poor financial health) or
- b. Action of any Public Authority or any laws for the time being in force, leading to closure of the Employer firm.

##### **ii. EMI or EMI Amount**

Means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

##### **iii. EMI of Regular Basis**

For the purpose of this Policy, regular EMI payment is defined as the payment of equated monthly installment to the bank/Financial Institution by whom the Home loan has been availed without any defaults at the time of loss of job.

## **Section 4 – General Definitions**

We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning

wherever they appear in the Policy or Policy Schedule. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice-versa in both cases.

1. **Accident, Accidental** - means a sudden, unforeseen and involuntary event, caused by external, visible and violent means.
2. **Act of Terrorism** – An act of terrorism means an act which includes the use of force or violence or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.
3. **Age** - means the Age of the Insured Person on his / her most recent birthday as per the English calendar, regardless of the actual time of birth.

For purpose of this Policy, the Eligible age is from 20 years to 65 years Policy.

4. **Certificate of Insurance** - means the document issued by Us detailing the effective date, Insured Person(s), benefits, sums insured, Deductible, Franchise, premium and more generally all special condition(s) and or endorsement(s).
5. **Compensation** - means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
6. **Day** - means a period of 24 consecutive hours
7. **Eligible Children** - means named dependent children including adopted and step children of the Insured Person between Ages five (5) years and eighteen (18) years or upto twenty three (23) years if attending as a full time student with an accredited Institution of Higher Learning, who are unmarried, and receive the majority of maintenance and support from the Insured Person.
8. **Financial Institution**- shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934
9. **Grace Period** means specified period of time immediately following the premium due date during which a payment can be made to renew or continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

10. **Injury** - means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
11. **Insured Period(s)** - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule and any subsequent period for which the Policy may be renewed.
12. **Insured Person** - means the Insured Person as detailed in the Policy Schedule.
13. **Loan**- means the sum of money lent at interest or otherwise to the Insured Person by any Bank/Financial Institution as identified by the Loan Account Number referred to in this policy.
14. **Nominee**: In case of death of the Insured Person, the Nominee means, unless stipulated otherwise by the Insured Person, the surviving Spouse or immediate blood relative of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted, followed by the Insured Person's legal heirs. For all other benefits, the Nominee means the Insured Person himself unless stipulated otherwise.  
  
For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.
15. **Physician/Practitioner** - means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a state Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The attending Physician will not be (a) an Insured Person or (b) Your Immediate Family Member.
16. **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.
17. **Principal Outstanding** means the principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the loan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the prior to the occurrence of the insured event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

18. **Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, or riders.
19. **Policyholder** - means the physical person(s) or the entity named in the Policy Schedule who is (are) responsible for payment of premiums
20. **Portability**-means the right accorded to an individual health insurance Policyholder (including family cover) to transfer the credit gained by the insured for Pre-existing conditions and time bound exclusions if the policyholder chooses to switch from one insurer to another insurer or from one plan to another plan of the same insurer, provided the previous policy has been maintained without any break. If the Insured person transfers from any other insurer and increases the Sum Insured, then the portability benefits will be offered only in respect to the previous sum insured.
- Portability guidelines applied will be as defined by the Regulator from time to time.
21. **Pre-existing Condition** means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice/ treatment was received within 48 months prior to the first Policy issued by insurer and renewed continuously thereafter.
22. **Professional Sportsman** - means a sports person whose annual income from sports or its allied services is in excess of 50%.
23. **Proposal and Declaration Form** - means any initial or subsequent Proposal / Declaration made by the Policyholder/ Insured Person and is deemed to be attached and which forms a part of this Policy.
24. **Policy Schedule**- means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.
25. **Sum Insured**- means the sum shown in the Schedule which represents Our maximum liability for any and all benefits claimed for during each Policy Year.
- Sum Insured at time of Claim -
- a. Fixed Sum Insured- Sum Insured opted at inception of Policy.
  - b. Variable Sum Insured- The Principal outstanding at time of claim.
26. **Waiting Period**: means a period as given in the policy schedule which is calculated from the policy effective date. Any Claim due to or arising out off signs or the symptoms of the disease and / or condition which has occurred and / or manifested during the Waiting Period shall be excluded from coverage for the entire policy period including renewals.

27. **War** - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
28. **We/Us/Our** - means TATA AIG General Insurance Company Limited.
29. **You/Your/Yourself** - means the Policy Holder and/or Insured Person(s) who is named in the Policy Schedule.

## Section 5 – General Exclusions

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

1. Any Pre-existing Condition, any complication arising from it, or
2. Any Critical Illness or covered Disease/Illness/Sickness of which, the signs or symptoms first occurred prior to or within ninety (90) days following the Policy Issue Date or the last Commencement Date, whichever is later, or
3. Any Critical Illness resulting from a physical condition which existed before the Policy Issue Date or the last Commencement Date which was not disclosed , or
4. Intentionally self-inflicted Injury or illness, or sexually transmitted conditions, nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune-deficiency Virus (HIV) infection; suicide, or
5. Arising or resulting from the insured person(s) committing any breach of law with criminal intent; or
6. being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed; or
7. War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
8. serving in any branch of the Military or Armed Forces of any country, whether in peace or War, and in such an event We, upon written notification by You, shall return the pro rata premium for any such period of service during the circumstances described in a Hazard; or

9. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; or
10. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment; or
11. Arising out of or resulting directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in Controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.
12. External congenital anomalies/defects (known or unknown) or any complications or conditions arising there from; or
13. Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sport, any bodily contact sport or any other hazardous or potentially dangerous sport for which you are trained or untrained; or
14. Any Critical Illness based on a Diagnosis made by the Insured or his/her Immediate Family Member or anyone who is living in the same household as the Insured or by a herbalists, acupuncturist or other non-traditional health care provider.

#### **ASSIGNMENT CLAUSE**

It is hereby declared and agreed that:

1. from the Policy Start Date, the monies payable by the Company to the Insured and all rights, title, benefits and interest of the Insured under this Policy stand assigned in favour of the "Bank / Financial Institution as named in the Schedule of this Policy";
2. upon any monies becoming payable under this Policy the same shall be paid by the Company to the "Bank/Financial Institution as named in Schedule of this Policy" without any reference / notice to the Insured, but not exceeding the Principal Outstanding as defined under the Policy. In the event of any monies payable under this Policy exceeding the Principal Outstanding, the Company shall pay such monies as exceeding the Principal Outstanding to the Insured;

3. the receipt of such monies in the manner aforesaid by the Bank/Financial Institution as named in the Schedule of this Policy and the Insured shall completely discharge the Company from all liability under the Policy and shall be binding on the Insured and the heirs, executors, administrators, successors or legal representatives of the Insured, as the case may be.
4. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Financier shall be valid and binding on all parties insured hereunder but no so as to impair rights of the Financier to recover the full amount of any claim it may have on other parties insured hereunder.

## **Section 6 Cover for Standard Fire and Special Perils**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to Tata AIG General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

### **i. Fire**

Excluding destruction or damage caused to the property insured by

- a. i) Its own fermentation, natural heating or spontaneous combustion.
- ii) Its undergoing any heating or drying process.
- b. burning of property insured by order of any Public Authority.

### **ii. Lightning**

### **iii. Explosion/Implosion**

Excluding loss, destruction or damage

- a. to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus in which steam is generated or their resulting from their own explosion/implosion,
- b. caused by centrifugal forces.

**iv. Aircraft Damage**

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

**v. Riot, Strike, Malicious and Terrorism Damage**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any Building or plant or unit or machinery resulting from the unlawful occupation by any person of such Building or plant or unit of machinery or prevention of access to the same.
- d. Burglary, housebreaking, Theft, Larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

**Terrorism Damage Exclusion Warranty:**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention)

Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

**vi. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from volcanic eruption or other convulsions of nature.

**vii. Impact Damage**

Loss of visible physical damage or destruction caused to the property insured due to Impact by any Rail/ Road Vehicle or animal by direct contact not belonging to or owned by

- a) the insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.

**viii. Subsidence and Landslide including Rock slide**

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:

- a. the normal cracking, settlement or bedding down of new structures
- b. the settlement or movement of made up ground
- c. coastal or river erosion
- d. defective design or workmanship or use of defective materials
- e. demolition, construction, structural alterations or repair of any property or groundworks or excavations

**ix. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**

**x. Missile Testing operations**

**xi. Leakage from Automatic Sprinkler Installations**

Excluding loss, destruction or damage caused by:

- i. Repairs or alterations to the Buildings or premises
- ii. Repairs, Removal or Extension of the Sprinkler Installation
- iii. Defects in construction known to the Insured.

**xii. Bush Fire**

Excluding loss, destruction or damage caused by Forest Fire.

**xiii. Earthquake (Fire & Shock)**

Loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

**Onus of Proof**

In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

Long term policy for Dwellings shall be issued for a minimum period of 3 years.

**Exclusion applicable to this section**

This Policy does not cover

- i. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- ii. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radio-active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- iii. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a. pollution or contamination which itself results from a peril hereby insured against.
  - b. any peril hereby insured against which itself results from pollution or contamination
- iv. Loss, destruction or damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, Cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
- v. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over- running, excessive pressure, short circuiting, arcing, self- heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- vi. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.

vii. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

viii. Loss by Theft during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.

ix. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.

x. Loss or damage to property insured if removed to any Building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

### **General Conditions (this section)**

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:
  - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the Building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
  - b. If the interest in the property passes from the insured otherwise than by will or operation of law.

4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.
5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary Short period rate for the time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.
6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b. Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this Policy shall be payable unless the terms of this Conditions have been complied with.

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim

hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this Policy, the Company may
  - a. enter and take and keep possession of the building or premises where the loss or damage has happened.
  - b. take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - c. keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - d. sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be

bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third

arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

14. If Every notice and other communication to the Company required by these conditions must be written or printed.

15. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the Policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the Policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

### **Sum Insured**

The basis of valuation shall be:

- Reinstatement value for buildings and all contents excepting personal effects, and
- Market value for personal effects.

**BASIS OF LOSS SETTLEMENT APPLICABLE TO THE SECTION:**

- a. The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
- b. In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- c. If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
- d. We shall not make any payment for more than 20% of the contents sum insured in respect of any one item unless specifically declared by you in your proposal and accepted by us.
- e. Where the Insured Premises and/or Contents can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the Fire or any other peril covered under this Section.
- f. In case of a total loss, the Company shall indemnify the Insured in respect of the replacement costs. The Company shall not be bound to reinstate or replace exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Fire.

**Standard Clauses:**

**AGREED BANK CLAUSE**

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

It is hereby declared and agreed:

- i. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any Building hereby insured or any Building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor

or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

## **REINSTATEMENT VALUE POLICIES**

"It is hereby declared and agreed that in the event of the property insured under within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby."

### **Special Provisions**

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if

- a. the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
- b. the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

**Definitions:**

**Building** means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.

**Burglary** means any theft following upon actual forcible and violent visible entry or / and unauthorized entry to or exit from the Insured Premises with the intent to steal Contents there from.

**Contents** means the household goods and other personal possessions owned by the Insured or his/her Family or for which they are responsible located inside the Insured Premises such as electronic equipment, household appliances, and goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations. Personal effects such as clothes and other articles of personal nature to be worn used or carried but excluding money but may include Jewellery and valuables.

**Jewelry** means articles of precious stones, gold, silver or other precious metals specified as such in the Schedule.

**Kutcha Construction** means buildings having walls and / or roofs of wooden planks thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin, or the like.

**Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.

**Valuables** means: Jewelry Watches, clocks, photographic equipment, binoculars, telescopes, musical instruments, mobile telephone handsets, digital diaries, electronic calculators, palmtops.

**ADDITIONAL CLAUSES TO BE ATTACHED TO THE POLICY**

#### **A. FOR REDUCING SUM INSURED COVERS:**

Notwithstanding anything contrary stated in the Policy, the Sum Insured under the Policy on the date of the Insured Event covered under Sections 1 and 2 for the purpose of calculation of claim shall be the least of the following:

1. The Principal Outstanding in the books of the Bank/Financial Institution as on the date of occurrence of the Insured Event; or
2. The Principal Outstanding as per the amortization schedule prepared by Bank/Financial Institution. In the event the Sum Insured under Section 1 and 2 of the Schedule of the Policy is less than the total of the actual Loan disbursed upto the date of the occurrence of the Insured Event, then the Amortization schedule shall be calculated as if the actual Loan disbursed was equivalent to the Sum Insured. ; or
3. The Sum Insured under the policy under sections 1 and 2.

#### **B. ASSIGNMENT CLAUSE**

It is hereby declared and agreed that:

1. from the Policy Start Date, the monies payable by the Company to the Insured and all rights, title, benefits and interest of the Insured under this Policy stand assigned in favour of the "Bank / Financial Institution as named in the Schedule of this Policy";
2. upon any monies becoming payable under this Policy the same shall be paid by the Company to the "Bank/Financial Institution as named in Schedule of this Policy" without any reference / notice to the Insured, but not exceeding the Principal Outstanding as defined under the Policy. In the event of any monies payable under this Policy exceeding the Principal Outstanding, the Company shall pay such monies as exceeding the Principal Outstanding to the Insured;
3. the receipt of such monies in the manner aforesaid by the Bank/Financial Institution as named in the Schedule of this Policy and the Insured shall completely discharge the Company from all liability under the Policy and shall be binding on the Insured and the heirs, executors, administrators, successors or legal representatives of the Insured, as the case may be.
4. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this policy if made by the Financier shall be valid and binding on all parties insured hereunder but no so as to impair rights of the Financier to recover the full amount of any claim it may have on other parties insured hereunder.

## **SCOPE OF COVERAGE**

### **Hazard (H 1)**

#### **24-HOUR PROTECTION**

Exposure to covered diseases and accidents at anytime, anywhere in the world, unless specifically restricted in the Policy.

#### **Cancellation Clause applicable to this Section**

***Rule 9(b): Refund on cancellation of Long term Policy at the request of the insured may be allowed subject to the following conditions:***

1. No refund shall be allowed if there has been a claim under the policy.
2. If the policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any discount.
3. If the policy is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years the policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the policy has run for 3 years and 3 months, premium shall be retained for 4 years.
4. Refund, if any, shall be subject to the retention of minimum premium of Rs.50/- as provided under Rule No.6 of Section I of AIFT.

We may cancel this Policy / Certificate of Insurance at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days notice delivered to You, or mailed to Your last address as appears in our records, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium.

In the event a claim has occurred in which case there shall be no return of premium.

## Section 7 – General Conditions

**A. ENTIRE CONTRACT - CHANGES:** This Policy, together with the Proposal and Declaration Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

No change in this Policy shall be valid until approved by Our authorized officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.

The policy would be issued for duration from 3 to 5 years. Details of policy term applicable will be as per certificate of insurance.

### **B. CONSIDERATION:**

- i. Upfront Premium payment is applicable at the beginning of the policy inception with option of period of 3/4/5 years.

### **C. EFFECTIVE DATE:**

#### **i. For Master Policy**

The Policy will start on the date specified on the Proposal and Declaration Form and Policy Schedule provided it is countersigned by Us and the total premium has been paid by You.

However your coverage under this Policy begins on the latest of:

- a. the Policy Effective date as stated above; or
- b. the date on which the premium is paid when due.

#### **ii. For Certificate of Insurance**

The Certificate of Insurance takes effect on the Effective Date stated in the Certificate of Insurance. After taking effect each Certificate of Insurance may continue in effect after the renewal date subject to 'Renewal Conditions No. D 'set forth herein. All subsequent Insured Periods shall begin and end at midnight.

### **D. RENEWAL CONDITIONS:**

The Policy is ordinarily lifelong renewable unless the Insured Person or any one acting on behalf of an Insured Person has acted in an improper, dishonest or fraudulent manner or any misrepresentation under or in relation to this policy or renewal of the Policy poses a moral hazard.

The Policy and Certificate of Insurance may be renewed by upfront payment of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. Premium rates are subject to revision at the time of renewal depending upon overall performance of the product and / or the claim experience under the policy.

Grace Period of 30 days for renewing the Policy is provided under this Policy. Any disease/ condition contracted in the break in period will not be covered and will be treated as Pre-existing condition.

We, however, are not bound to give notice that it is due for renewal. Unless renewed as herein provided, this Policy or Certificate of Insurance shall terminate at the expiration of the period for which premium has been paid.

#### **E. EXPIRATION DATE:**

This Policy will terminate on the earliest of the following dates:

- a) at the expiration of the period for which premium has been paid
- b) Expiration Date shown in the Proposal and Declaration Form and Policy Schedule
- c) You cease to be a resident of India,
- d) The date You or We cancel the Certificate of Insurance,
- e) Payment of claim by Us,
- f) Closure/Foreclosure of loan,
- g) You opt to exit from the scheme

**F. CANCELLATION CLAUSE (NOT APPLICABLE TO SECTION 6 – COVER FOR STANDARD FIRE AND SPECIAL PERILS)**

**1. For Certificate of Insurance**

- a. We may cancel each Certificate of Insurance at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days written notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective.
- b. Each Certificate of Insurance will terminate, for covers related to Section (1), (2) and (3) of this policy, on the earliest of the following dates.
  - i. The date the Insured Person is no longer eligible within the classification of Insured Person(s) described in the Policy Schedule,
  - ii. The date You or We cancel the Certificate of Insurance
  - iii. The member opts out of the scheme
  - iv. Foreclosure/closure of loan availed
- c. However, the cover for Standard Fire and Special Perils (Section 6) would continue till the expiry of the certificate.

In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled for non-cooperation of the insured or if you cancel the Policy, the premium shall be computed in accordance with Our short period rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim has occurred in which case there shall be no return of premium.

**Short rate table:**

<b>% Refund Premium</b>
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Year of Cancellation	Policy Period (Years)		
	3	4	5
Year 1	40%	50%	56%
Year 2	22%	36%	44%
Year 3		22%	33%
Year 4			21%

In event of part prepayment of the Loan, no refunds of premium shall be made under this Policy. No refunds of premium will be made under the Policy during the last year of the Policy Period.

In event of prepayment of the entire Loan and upon making any refund of premium under sections (1-3) of this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of the Insured shall forthwith terminate and the Company shall not be liable hereunder. The cover for Standard Fire and Special Perils (section 6) would continue till the expiry of the certificate unless otherwise the insured has requested for termination of this cover.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

**Free Look Period**-You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation and You will be refunded the premium paid by You after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. You can cancel Your Policy only if You have not made any claims under the Policy. All Your rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

**Option to Migrate** We will offer the Insured Person an option to migrate to similar health insurance Policy with Us provided that:

- i) Insured Person has been insured with Us for first time under this Policy
- ii) This option for migration to similar health insurance policy shall be exercised by the Insured Person only when he / she is at the end of specified

exit age, in case master policy is renewed by the Group policy holder and certainly at the time of renewal only.

iii) Insured Person will be offered continuity of coverage & suitable credits, if any, for all the previous policy years, provided the policy has been maintained without a break.

In the likelihood of this policy being withdrawn in future, we will intimate you about the same 3 months prior to expiry of the policy. You will have the option to migrate to similar health insurance policy available with us at the time of renewal with all the accrued continuity benefits such as waiver of waiting period etc. provided the policy has been maintained without a break as per portability guidelines issued by IRDA of India.

## Section 8 – Claims Procedure and Claims Payment

### Intimation & Assistance

You can notify a claim by sending an SMS **CLAIMS** to **5616181** or by calling our 24x7 toll free helpline **1800-266-7780**. Please use the Claim Intimation Form for intimation of a claim

You can even write to us at [general.claims@tata-aig.com](mailto:general.claims@tata-aig.com) and scan documents may be submitted at [paclaim.support@tata-aig.com](mailto:paclaim.support@tata-aig.com) to initiate claim processing

- Do keep your policy/certificate number and also keep a set of copy of claim documents with you
- Please quote your policy/certificate number and Claim Number in all your correspondences
- Please provide the following information at the time of intimation of claim
  - Name of Injured person
  - Date & Time of Loss, Location of accident
  - Nature of injury / Accident
  - Name of hospital / doctor where treatment taken
  - Name of police station, if case is reported with police
  - E-mail ID & mobile/ telephone no. of insured
- Please send a duly signed claim form and all the information / documents mentioned below to TATA AIG within 15 days of the completion of the treatment

### Critical Illness:

- Critical illness claim form duly filled and signed
- Medical Certificate and investigation report confirming the diagnosis of Critical Illness
- Copy of complete medical records including but not limited to Hospital Discharge card/Summary, Indoor case papers along with the diagnostic Laboratory & radiological investigation reports including CT Scan, MRI & USG report with plates
- A certificate from an attending Medical Practitioner confirming that the claim does not relate to any Pre-existing Illness or Injury or any Illness or Injury which was diagnosed within the first 90days of the inception of the Policy.
- Previous and subsequent consultation letter, medical records and prescriptions related to illness
- KYC Documents
- In the case critical illness arises due to an accident, FIR copy or medico-legal certificate will also be required wherever conducted.
- Copy of cancelled cheque with Insured printed name or passbook first page or bank statement for NEFT payment
- Photo ID and address proof document like ADDHAR CARD, Pan card, Passport copy, Electricity bill etc
- Recent Photograph

### Accidental Death Claim:

- Duly completed claim form including Attending Physician Statement
- Original \Attested copy of Death Certificate
- Copy of all previous medical records, if hospitalised / treatment given.
- Copy of Post Mortem report
- Copy of FIR & Panchanama
- Copy of recent Photograph & KYC documents of insured / nominee with cancelled cheque.

### Accidental Permanent Total Disability:

- Duly completed claim form including Attending Physician Statement

- Original Disability Certificate from the Competent Authorized Doctor with the % of disability
- Copy of Admission/ discharge card with complete medical records including Investigation/ Lab reports (X-Ray, MRI etc.)
- Copy of FIR & Panchanama
- Photograph of injured area
- Copy of recent Photograph & KYC documents of insured / nominee with cancelled cheque

#### **Education Benefit:**

- Duly completed claim form
- Copy of admission form with identity card for child/children at the time of date of loss.
- Copy of Birth Certificate or any other valid document establishing age.
- Copy of Family card or Ration card reflecting the name of child/children.
- Copy of recent Photograph & KYC documents of insured / nominee with cancelled cheque or 1st page of bank passbook giving the details of child with account no. (If child is minor, child should have a joint account along with the legal guardian / heir.)

#### **Loss of Employment:**

- Claim Form duly filled in & signed
- Copy of Appointment letter & Confirmation letter
- Copy of Resignation / termination letter stating the reason for termination / lay off.
- Copy of Appointment letter from new employer, if any
- Copy of the loan sanction letter mentioning the EMI amount & latest Repayment Track Record or Bank account statement reflecting EMI or Loan account statement
- Copy of KYC documents & cancelled cheque showing insured name with recent passport size photograph

#### **Building- Fire and Special Perils including earthquake:**

Basic Documents required to be submitted for for claiming under this coverage shall be:

- Claim Form duly filled in & signed.
- F.I.R / Police Panchnama Report / Final Investigation Report, if filed.

- Fire Brigade Report
- Forensic Departments report, if applicable.
- Original Repair/ Replacement Bills with receipt.
- Photographs if arranged.
- Newspaper articles, if available

Please submit all documents to the Corporate Office at the address given below:

### **Accident & Health Claims Department**

Tata-AIG General Insurance Co. Ltd.

A-501,5Th Floor, Bldg No -4, Infinity Park,

Dindoshi, Malad (E)

Mumbai 400 097

### **Claims Payment**

We shall make the payment of claim that has been admitted as payable by Us under the Policy terms and conditions within 30 days of submission of all necessary documents / information and any other additional information required for the settlement of the claim. All claims will be settled in accordance with the applicable regulatory guidelines, including IRDA (Protection of Policyholders Regulation), 2002. In case of any delay in payment as stated herein, We will pay you interest at the prevalent bank rate plus 2 % at the beginning of the financial year in which claim is settled. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate

### **Section 9 - Grievance Redressal Procedure**

The Group Administrator would be facilitator for claims and policy servicing. However, settlement of claims would be done by TATA AIG General Insurance Company Ltd. The Company is committed to extend the best possible services to its customers. However, if you are not satisfied with our services and wish to lodge a complaint, please feel free to call our 24X7 Toll free number 1-800-119966 or 022-66939500 (tolled) or you may email to the customer service desk at [customersupport@tata-aig.com](mailto:customersupport@tata-aig.com).

After investigating the matter internally and subsequent closure, we will send our response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

### **Escalation Level 1**

For lack of a response or if the resolution still does not meet your expectations, you can write to [manager.customersupport@tata-aig.com](mailto:manager.customersupport@tata-aig.com). After investigating the matter internally and subsequent closure, we will send our response within a period of 8 days from the date of receipt at this email id.

### **Escalation Level 2**

For lack of a response or if the resolution still does not meet your expectations, you can write to the Head - Customer Services at [head.customerservices@tata-aig.com](mailto:head.customerservices@tata-aig.com). After examining the matter, we will send you our final response within a period of 7 days from the date of receipt of your complaint on this email id.

Within 30 days of lodging a complaint with us, if you do not get a satisfactory response from us and you wish to pursue other avenues for redressal of grievances, you may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme.

<b>Office Details</b>	<b>Jurisdiction of Office(Union Territory, District)</b>	<b>Date of Taking Charge</b>
<b>AHMEDABAD - Shri. / Smt.</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Ashram Road, Ahmedabad - 380 014. Tel.: 079 - 27545441 / 27546840 Fax: 079 - 27546142 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a>	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	
<b>BENGALURU - Shri. M. Parshad</b>	Karnataka.	14/08/2014

<p>Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg., JP Nagar, 1st Phase, Ground Floor, Bengaluru - 560025. Tel.: 080 - 26652049 / 26652048 Email:bimalokpal.bengaluru@gbic.co.in</p>		
<p><b>BHOPAL -</b> 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Bhopal - 462 003. Tel.: 0755 - 2769201 / 9202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in</p>	<p>States of Madhya Pradesh and Chattisgarh</p>	
<p><b>BHUBANESHWAR - Shri. B. N. Mishra</b> Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar - 751 009. Tel.: 0674 - 2596455 / 2596003 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>	<p>Orissa.</p>	<p>22/07/2014</p>
<p><b>CHANDIGARH -</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D,</p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh.</p>	<p>21/09/2012</p>

<p>Chandigarh - 160 017.</p> <p>Tel.: 0172 - 2706468 / 2772101</p> <p>Fax: 0172 - 2708274</p> <p>Email: bimalokpal.chandigarh@gbic.co.in</p>		
<p><b>CHENNAI -</b></p> <p>Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, Chennai - 600 018.</p> <p>Tel.: 044 - 24333668 / 24335284</p> <p>Fax: 044 - 24333664</p> <p><a href="mailto:bimalokpal.chennai@gbic.co.in">Email: bimalokpal.chennai@gbic.co.in</a></p> <p>-</p>	<p>State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry)</p>	
<p><b>DELHI - Smt. Sandhya Baliga</b></p> <p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi-110 002.</p> <p>Tel.: 011 - 23234057 / 23232037</p> <p>Fax: 011 - 23230858</p> <p>Email: bimalokpal.delhi@gbic.co.in</p>	<p>Delhi.</p>	<p>15/07/2014</p>
<p><b>GUWAHATI - Sh. / Smt.</b></p> <p>Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5th Floor, Near Panbazar Overbridge, S.S. Road,</p>	<p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>	

<p>Guwahati - 781 001 (Assam).</p> <p>Tel.: 0361 - 2132204 / 2132205</p> <p>Fax: 0361 - 2732937</p> <p>Email: bimalokpal.guwahati@gbic.co.in</p>		
<p><b>HYDERABAD -</b></p> <p>6-2-46, 1st Floor, Moin Court, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.</p> <p>Tel.: 040 - 65504123 / 23312122</p> <p>Fax: 040 - 23376599</p> <p>Email: bimalokpal.hyderabad@gbic.co.in</p>	<p>States of Andhra Pradesh, Telangana and Union Territory of Yanam and a part of Union Territory of Pondicherry</p>	
<p><b>JAIPUR - Shri. Ashok K. Jain</b></p> <p>Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Marg, Jaipur - 302 005.</p> <p>Tel.: 0141 - 2740363</p> <p>Email: Bimalokpal.jaipur@gbic.co.in</p>	<p>Rajasthan.</p>	<p>10/10/2014</p>
<p><b>ERNAKULAM - Shri. P. K. Vijayakumar</b></p> <p>Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., M. G. Road,</p>	<p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p>	<p>14/07/2014</p>

<p>Ernakulam - 682 015.</p> <p>Tel.: 0484 - 2358759 / 2359338</p> <p>Fax: 0484 - 2359336</p> <p>Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a></p>		
<p><b>KOLKATA - Shri. K. B. Saha</b></p> <p>Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R.Avenue, Kolkata - 700 072.</p> <p>Tel.: 033 - 22124339 / 22124346</p> <p>Fax: 033 - 22124341</p> <p><a href="mailto:bimalokpal.kolkata@gbic.co.in">Email: bimalokpal.kolkata@gbic.co.in</a></p>	<p>West Bengal, Sikkim, Andaman &amp; Nicobar Islands.</p>	<p>30/07/2014</p>
<p><b>LUCKNOW - Shri. N. P. Bhagat</b></p> <p>Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2,6th Floor, Nawal Kishore Road, Hazaratganj, Lucknow - 226 001.</p> <p>Tel.: 0522 - 2231331 / 2231330</p> <p>Fax: 0522 - 2231310</p> <p>Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a></p>	<p>Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli,</p>	<p>04/08/2014</p>

	<p>Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	
<p><b>MUMBAI -</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106960 / 26106552 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in</p>	<p>State of Goa and Mumbai Metropolitan Region excluding Areas of Navi Mumbai &amp; Thane</p>	
<p><b>NOIDA - Shri. Ajesh Kumar</b> Office of the Insurance Ombudsman, 4th Floor, Bhagwan Sahai Palace, Main Road, Naya Bans, Sector-15, Noida - 201 301.</p>	<p>State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun,</p>	<p>05/01/2015</p>

<p>Tel.: 0120 - 2514250 / 51 / 53</p> <p>Email: bimalokpal.noida@gbic.co.in</p>	<p>Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>	
<p><b>PATNA - Shri. Sadasiv Mishra</b></p> <p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.</p> <p>Tel.: 0612 - 2680952</p> <p>Email: bimalokpal.patna@gbic.co.in</p>	<p>Bihar, Jharkhand.</p>	<p>09/09/2014</p>
<p><b>PUNE - Shri. A. K. Sahoo</b></p>	<p>Maharashtra, Area of</p>	<p>10/09/2014</p>

Office of the Insurance Ombudsman, 3rd Floor, Jeevan Darshan, N. C. Kelkar Road, Narayanpet, Pune - 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in	Navi Mumbai and Thane excluding Mumbai Metropolitan Region	
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#### Section 41 (Prohibition of Rebates)

1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.