

# POLICY WORDINGS

## PERSONAL PROTECT

### PART II OF SCHEDULE

#### 1. GENERAL DEFINITIONS

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

**Accident** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**Admission** means Your admission in a Hospital as an inpatient for the purpose of medical treatment of an Injury and/or Illness.

**Age** means the completed years of the Insured Person on his/her last birthday as per the English calendar.

**Break in Policy** occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

**Cashless Facility** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

**Company** means ICICI Lombard General Insurance Company Limited.

**Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

This clause shall not apply to any Benefit offered on fixed benefit basis.

**Co-payment** is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.

**Day** means a period of 24 consecutive hours.

**Day care centre** A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under-

- has qualified nursing staff under its employment;
- has qualified medical practitioner/s in charge;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

**Day Care Treatment** refers to medical treatment, and/or surgical procedure which is:

- i. Undertaken under General or Local Anesthesia in a hospital/day care centre in because of technological advancement, and
- ii. Which would have otherwise required a hospitalization of more than 24 hours.

**Deductible** is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

**Dental treatment** is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

**Grace Period** means the 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.

**Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

**Hospital Confinement** means confinement for a continuous uninterrupted period of at least 24 hours in a Hospital as a resident/registered bed patient on the written advice and under the regular care and attendance of Medical Practitioner

**Hospitalisation** shall mean admission in a Hospital (upon the written advice of a Medical Practitioner) for a minimum period of 24 consecutive hours except for specified Day Care Procedures/Treatments, where such admission could be for a period of less than 24 consecutive hours.

**Illness** means a sickness or disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

**Acute condition** is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

**Chronic condition** A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
- it needs ongoing or long-term control or relief of symptoms
- it requires your rehabilitation or for you to be specially trained to cope with it
- it continues indefinitely
- it comes back or is likely to come back.

**Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**Inpatient Care** means treatment for which the insured person has to stay in a Hospital for more than 24 hours for a covered event.

**Intensive Care Unit** means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**Insured Event** means any event specifically mentioned as covered under this Policy.

**Insured Person** means the person(s) whose name(s) are specifically appearing under Point 6 in Part I of the Schedule to this Policy. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured Persons may present a claim on behalf of the Insured Person to the Company.

**Loss of Use** means the total paralysis of one or more limbs or loss of hearing of one or both the ears or loss of vision of one or both the eyes which is certified in writing by a Medical Practitioner to be permanent, complete and irreversible.

**Medical Advice** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription

**Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**Medical Practitioner** is 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 the scope and jurisdiction of licence.'

For the purpose of this definition, "**Immediate Family**" would mean and include the Insured Person's spouse, children (including adopted and step children), brother(s), sister(s) and parent(s). The term "**Medical Practitioner**" specifically excludes persons practicing in non-allopathic fields.

**Month** means a calendar month as per the English calendar.

**Network Provider** means the Hospitals, health care providers, day care centers or other providers which have been empanelled by Us or Our appointed TPA to provide services like cashless access to the Insured Person, for the provision of medical treatment. The list of the Network Hospitals is available with Us/ TPA and is subject to amendment from time to time.

**Nominee** means the person(s) nominated by the Insured Person to receive the insurance benefits under this Policy payable on the death of the Insured Person caused by an Accident. For the purpose of avoidance of doubt it is clarified that if the Insured Person is a minor, his legal guardian shall appoint the Nominee.

**Non-Network** any hospital, Day Care Centre or other provider that is not part of the network.

**Notification of claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

**OPD treatment** is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

**Out-patient** means the Insured Person who is not hospitalized for more than 24 consecutive hours but who visits a Hospital, clinic, or associated facility for diagnosis or treatment. However any Insured Person undergoing any specified "specified day care procedures/treatment" will not be considered as an Out-patient.

**Physical Separation** means with respect to the hand, severance of limb at or above the wrists, and with respect to the foot, severance of limb at or above the ankle.

**Policy** means the Policy booklet alongwith the schedule, extensions and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured Person, the exclusions from the cover and the terms and conditions of the issue of the Policy.

**Policy holder** means the person(s) or the entity named in Part I of the Schedule to this Policy who executed the Policy Schedule and is (are) responsible for payment of premium(s).

**Policy Period** means the period commencing from Policy Start Date and hour as specified in Part I of the Schedule to this Policy and terminating at midnight or on the time mentioned on the Policy End Date as specified in Part I of the Schedule to this Policy.

**Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

**Pre-existing Disease** means any condition, ailment or injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to the first policy issued by the insurer.

**Pre-hospitalization Medical Expenses** Medical Expenses insured immediately before the insured person is hospitalized, provided that :

- i. Such Medical Expenses are incurred for the same condition for which the Insured person's Hospitalization was required, and
- ii. The In- patient Hospitalization claim for such Hospitalization is admissible by the insurance Company.

**Post-hospitalization Medical Expenses** Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:

- i. Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
- ii. The inpatient hospitalization claim for such hospitalization is admissible by the insurance company

**Policy Schedule** means the Schedule attached to and forming part of the Policy.

**Policy Year** means a period of twelve months beginning from the Policy Start Date, as specified in Part I of the Schedule, and ending on the last day of such twelve Month period. For the purpose of subsequent years, following the first year of the Policy Period, "Policy Year" shall mean a period of twelve Months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve month period, till the Policy End Date as specified in Part I of the Schedule.

**Professional Sports** means a sport, which would remunerate a player in excess of 50% of his annual income as a means of his livelihood.

**Qualified Nurse** is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

**Reasonable and Customary Charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved .

**Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

**Room rent** means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

**Scheduled Airline** means civilian scheduled air carrier operating civilian flights, holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

**Senior Citizen** means any person who has completed sixty or more years of age as on the date of commencement or renewal of a health insurance policy.

**Subrogation** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**Sum Insured** means and denotes the maximum amount of cover available to the Insured Person under each section and extension (s) therein as detailed in Part I of the Schedule to this Policy, subject to the terms and conditions of this Policy, which represents the Company's maximum liability for all claims in aggregate payable to such Insured Person by the Company under each of the respective section(s) and extension (s) therein.

**Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner.

**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.

## 2. SCOPE OF COVER UNDER SECTION A

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed hereon, to pay to the Insured Person (or his Nominee/ legal heir, as the case may be) a sum as compensation on occurrence of any Insured Event, as specifically described hereunder, under different Benefit(s) (and Extensions - if any) arising due to an Injury sustained by the Insured Person during the Policy Period but not exceeding the Sum Insured as specified under the respective Benefits (and Extensions - if any) under Section A.

### 2.1 Benefit 1: Insured Event - Death resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.1 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Benefit 1 under Section A of Part I of the Schedule to this Policy, on the occurrence of death of the Insured Person, provided such death results solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

### 2.2 Benefit 2: Insured Event - Permanent Total Disablement (PTD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.2 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured, in the manner indicated below, on the occurrence of any of the following losses, provide such losses to the Insured Person are total and irrecoverable losses which result solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year:

- i) Loss of Use of both eyes, or Physical Separation/ Loss of Use of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of Use of one eye and such Physical Separation/ Loss of Use of one entire hand or one entire foot, then the Sum Insured as stated under Benefit 2, Section A in the Part I of the Schedule to this Policy hereto as applicable to such Insured Person.
- ii) Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of Use of one eye and Loss of Use of one hand or one foot, then the Sum Insured as stated under Benefit 2, Section A in Part I of the Schedule to this Policy hereto as applicable to such Insured Person.
- iii) If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever, then the Sum Insured as stated under Benefit 2, Section A in Part I of the Schedule to this Policy hereto as applicable to such Insured Person.

### 2.3 Benefit 3: Insured Event - Permanent Partial Disablement (PPD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Benefit 3 under Section A of Part I of the Schedule to this Policy as applicable to such Insured Person in the manner indicated below, on the occurrence of any of the following losses, provided such losses to the Insured Person are irrecoverable losses and result in Loss of Use or Physical Separation which arises solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury.

Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year. :

Losses covered	Percentage of Sum Insured
i) Loss of Use/ Physical Separation:	
One entire hand	50
One entire foot	50
ii) Loss of Use of one eye	50
iii) Loss of toes - all	20
Great both phalanges	5
Great - one phalanx	2
Other than great if more than one toe lost each	1
iv) Loss of Use of both ears	50
v) Loss of Use of one ear	20
vi) Loss of four fingers and thumb of one hand	40
vii) Loss of four fingers	35
viii) Loss of thumb - both phalanges	25
- one phalanx	10
vii) Loss of Index finger - three phalanges	10
- two phalanges	8
- one phalanx	4
viii) Loss of middle finger - three phalanges	6
- two phalanges	4
- one phalanx	2
ix) Loss of ring finger - three phalanges	5
- two phalanges	4
- one phalanx	2
x) Loss of little finger - three phalanges	4
- two phalanges	3
- one phalanx	2
xii) Loss of metacarpus	
- first or second (additional)	3
- third, fourth or fifth (additional)	2

### 2.4 Benefit 4: Insured Event - Temporary Total Disablement (TTD) resulting from Accident

On the occurrence of Temporary Total Disablement, which means such loss caused to the Insured Person, which results solely and directly from an Injury sustained within the Policy Period/Policy Year, and completely incapacitates the Insured Person from engaging in any employment or occupation of any description whatsoever which he/ she was capable of performing at the time of Accident resulting in such Injury, the Company hereby agrees, subject to the terms, conditions and

exclusions applicable to this Section 2.4 and the terms, conditions, general exclusions stated in the Policy, to pay a sum as stated under Benefit 4 of Section A of Part I of the Schedule to this Policy per week, for such time period for which the Insured Person is totally disabled from engaging in any employment or occupation of any description whatsoever.

Provided that the compensation payable under this Benefit shall not be payable for more than \_\_\_\_\_ weeks in respect of an Injury, calculated from the date of commencement of disablement provided that such a disablement arises out of an Injury within 7 days from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year. However the Company's liability for payment of all claims under this benefit in aggregate for Policy Period/Policy Year in no case shall exceed the Sum Insured as stated under Section A in Part I of the Schedule to this Policy hereto as applicable to such Insured Person.

## **2.5 Maximum Liability of the Company under Section A**

Notwithstanding anything to the contrary stated under this Policy the Company's total liability for payment of compensation under various benefit(s) under Section A in aggregate shall not exceed the amount mentioned as Sum Insured against each such benefit under Section A in Part I of the Schedule. On payment of the Sum Insured as referred for all the above benefits under Section A and its extensions, such benefits and relevant extensions shall cease to exist.

## **3. EXTENSIONS UNDER SECTION A**

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed hereon, to extend the cover available under Section A to include the following on payment of additional premium, and reimburse the Insured Person (or his Nominee/ legal heir, as the case may be) a sum specified in Part I of the Schedule to this Policy in the manner indicated on occurrence of the following.

Claims under the extensions mentioned hereunder shall be admissible only consequent to the admissibility of the claim under the corresponding Benefits of Section A as mentioned in Part I of the Schedule.

### **3.1 Extension 1: Carriage of Dead Body**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy to extend the cover available under Section A to reimburse such expenses which are incurred, subject to a maximum of Sum Insured as mentioned in Extension 1 under Part I of the Schedule, for transportation of Insured Person's dead body to the place of residence from the place of death. Further, it is a condition precedent to the payment of the aforesaid transportation expenses that the detailed account of the expenses incurred along with all the supporting bills and documents, substantiating such expenses, shall be submitted to and approved by the Company.

### **3.2 Extension 2: Medical Benefits Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy to extend the cover available under Section A to reimburse the Medical Expenses incurred during Hospitalisation, subject to a maximum of Rs. \_\_\_\_\_ (as specified under benefit amount against Extension 2), reasonably and necessarily incurred and expended, during the Policy Period/Policy Year, for the treatment of the Insured Person on the written advice of the Medical Practitioner, in connection with any Insured Event covered under Section A of Part I of the Schedule to this Policy for which a claim is made by the Insured Person and admitted by the Company.

Notwithstanding anything to the contrary stated herein the Company shall be liable to make payment under this extension only if the Hospitalisation commences within 7 days of occurrence of such Accident and the Insured Person undergoes Hospital Confinement, exceeding \_\_\_ consecutive days.

Further, it is a condition precedent to the payment of such Medical Expenses that the Medical Practitioner's detailed account shall be submitted to and is approved by the Company.

However the Company's total liability, under this extension, for payment of all claims in aggregate for the Policy Period/Policy Year shall not exceed the Sum Insured as stated against Extension 2 in Part I of the Schedule as applicable to such Insured Person.

### **3.3 Extension 3: Hospital Daily Allowance Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy to extend the cover available under Section A to pay an allowance as mentioned, in Extension 3 of Part I to the Schedule, for each day of Hospital Confinement as an inpatient in a Hospital consequent to Permanent Total Disablement/Permanent Partial Disablement/Temporary Total Disablement as covered under Section A of Part I of the Schedule to this Policy for which a claim is made by the Insured Person and admitted by the Company.

Notwithstanding anything to the contrary stated herein the Company shall not be liable to pay for any claim arising under this Extension 3 within the first \_\_\_\_\_ consecutive days of Hospital confinement.

Provided the Company shall be liable to make payment under this Extension 3 only if such Hospital Confinement occurs within 7 days of occurrence of such Accident.

However the Company's maximum liability for payment of a claim under this Extension 3 arising out of an Accident resulting in Hospital Confinement shall not exceed \_\_\_\_\_ days of Hospital Confinement.

However the Company's total liability, under this Extension 3, for payment of all claims in aggregate for the Policy Period/Policy Year shall not exceed the Sum Insured as stated against Extension 3 in

Part I of the Schedule as applicable to such Insured Person.

### **3.4 Extension 4: Permanent Total Disablement Improvement Benefit Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy to extend the cover available under Section A to pay such an additional amount which is equal to the amount as indicated against Extension 4 in Part I of Schedule, to the Insured Person for any Permanent Total Disablement suffered by the Insured Person as covered under Section A of Part I of the Schedule to this Policy for which a claim is made by the Insured Person and admitted by the Company. However the Company's liability for payment of all claims under this extension in aggregate for Policy Period/Policy Year in no case shall exceed the Sum Insured as stated against Extension 4 in Part I of the Schedule hereto as applicable to such Insured Person.

### **3.5 Extension 5: Permanent Partial Disablement Improvement Benefit Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy to extend the cover available under Section A to pay such an additional amount which is equal to the amount as indicated against Extension 5 in Part I of Schedule, to the Insured Person for a Permanent Partial Disablement suffered by the Insured Person as covered under Section A of Part I of the Schedule to this Policy for which a claim is made by the Insured Person and admitted by the Company.

However the Company's liability for payment of all claims under this extension in aggregate for Policy Period/Policy Year in no case shall exceed the Sum Insured as stated against Extension 5 in Part I of the Schedule hereto as applicable to such Insured Person.

### **3.6 Extension 6: Children's Education Grant Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, that in the event of Death or Permanent Total Disablement suffered by the Insured Person as covered under Section A of Part I of the Schedule to this Policy for which a claim is made and admitted by the Company, this extension shall pay the amount, as stated against Extension 6 in Part I of the Schedule applicable to such Insured Person.

However the Company's liability for payment of all claims under this extension in aggregate for Policy Period/Policy Year in no case shall exceed the Sum Insured as stated against Extension 6 of Part I of the Schedule hereto as applicable to such Insured Person.

### **3.7 Extension 7: Ambulance Charges Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, that the Company shall reimburse the expenses paid, subject to the amount as stated against Extension 7 in Part I of the Schedule applicable, to such Insured Person for any ambulance services availed for transportation of the Insured Person to the Hospital from the place of Accident which results in an Insured Event covered under Section A.

Further, it is a condition precedent to the payment of Ambulance Charges Extension that the claim under Benefit 1/2/3/4 is admitted and approved by the Company.

However the Company's liability for payment of all claims under this extension in aggregate for Policy Period/Policy Year in no case shall exceed the Sum Insured as stated against Extension 7 of Part I of the Schedule hereto as applicable to such Insured Person.

### **3.8 Extension 8: Funeral Expenses Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy to reimburse the expenses paid for the funeral services of the Insured Person subject to the Sum Insured, as stated against Extension 8 in Part I of the Schedule applicable to such Insured Person

Further, it is a condition precedent to the payment under this extension 8 that the claim under Benefit 1 is admitted and paid by the Company.

### **3.9 Extension 9: Repatriation of Remains Extension**

In consideration of the payment of additional premium, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to reimburse the costs of transporting the mortal remains of the deceased Insured Person from the place of death back to the city of residence, in the event of the death of the Insured Person subject to the Sum Insured, as stated against Extension 9 in Part I of the Schedule applicable to such Insured Person.

Further, it is a condition precedent to the payment under this extension that the claim under Benefit 1 is admitted and paid by the Company.

## **4. SECTION - B**

### **4.1 Benefit 5: Accidental Hospital Confinement Allowance Benefit**

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy to pay a sum, as mentioned in Benefit 5 under Section B of Part I to the Schedule, for each day of Hospital Confinement of the Insured Person as an inpatient in a Hospital consequent to the Insured Person sustaining Injury during the Policy Period/Policy Year, which requires Hospital Confinement.

Provided that such Hospital Confinement arises out of an Injury within 7 days from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

Notwithstanding anything to the contrary stated herein the Company shall not be liable to pay for any claim under this Benefit 5 arising out of the first \_\_\_\_ consecutive days of Hospital Confinement.

However the Company's maximum liability for payment of a claim under this benefit shall not exceed \_\_\_\_ days of Hospital Confinement in aggregate.

However the Company's total liability, under this Benefit, for payment of all claims in aggregate for the Policy Period/Policy Year shall not exceed the Sum Insured as stated against Benefit 5 of Section B in Part I of the Schedule hereto as applicable to such Insured Person.

#### 4.2 Benefit 6: Accidental Hospitalization Expenses Reimbursement

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in Benefit 6 under Section B of Part I to the Schedule, to reimburse the Insured Person for the reasonable and necessary Medical Expenses incurred during Hospitalisation arising out of the Injury sustained by the Insured Person during the Policy Period/ Policy Year, which on the written advice of a Medical Practitioner requires Hospitalization.

Provided that such Hospitalization arises out of an Injury within 7 days from the date of Accident resulting in such Injury and the Company's total liability, under this Benefit, for payment of all claims in aggregate for the Policy Period/Policy Year shall not exceed the Sum Insured as stated against Benefit 6 of Section B in Part I of the Schedule hereto as applicable to such Insured Person.

Notwithstanding anything to the contrary stated herein the Company shall be liable to make payment under this Benefit only if the Hospitalization exceeds at least \_\_\_\_ consecutive days.

The expenses incurred on eyeglasses, contact lenses, hearing aids and examination for the prescription or fitting thereof shall be excluded from the cover under this Benefit 6 unless specifically mentioned in the Part I of the Schedule to this Policy and the impairment of vision or hearing is caused as a result of Accident covered under the Policy.

#### 4.3 Benefit 7: Convalescence Benefit

In the event of the Insured Person sustaining Injury during the Policy Period/ Policy Year, which on the written advice of a Medical Practitioner requires Hospital Confinement and such Hospital Confinement exceeds \_\_\_\_ consecutive days, then the Company will pay the amount as stated against Benefit 7 under Section B of Part I of the Schedule as applicable to such Insured Person.

Provided that such Hospital Confinement arises out of an Injury within 7 days from the date of Accident resulting in such Injury and the Company's total liability, under this Benefit, for payment of all claims in aggregate for the Policy Period/Policy Year shall not exceed the Sum Insured as stated against Benefit 7 of Section B in Part I of the Schedule hereto as applicable to such Insured Person.

#### 4.4 Benefit 8: Double Benefit

In the event of any two or more Insured Persons, covered under this Policy, sustaining Injury as a consequence of the same Accident, during the Policy Period/Policy Year, which on the written advice of a Medical Practitioner requires Hospitalization of the Insured Person(s) and this simultaneous Hospitalization exceeds \_\_\_\_ consecutive days for each of the such Insured Person(s), then the Company shall pay the amount as stated against Benefit 8 under Section B of Part I of the Schedule as applicable to such Insured Person(s).

Provided that such Hospitalization arises out of an Injury within 7 days from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

However the Company's total liability, under this Benefit, for payment of all claims in aggregate for the Policy Period/Policy Year shall not exceed the Sum Insured as stated against Benefit 8 of Section B in Part I of the Schedule hereto

### 6. EXCLUSIONS AND LIMITATIONS

#### 6.1 EXCLUSIONS AND LIMITATIONS APPLICABLE TO BENEFITS & EXTENSIONS OF SECTION A AND SECTION B:

The Company shall not be liable under Section A and Section B for:

- i) Any other payment to the Insured Person after a claim under Benefit 1 Section A of Part I of the Schedule to this Policy has been admitted and become payable. However, amounts relating to Extensions under Section - A viz. Carriage of Dead Body, Medical Benefits, Children's Education Grant, Ambulance Charges, Funeral Expenses and Repatriation of Remains, if applicable would be payable in addition.
- ii) Payment of compensation relating to Medical Expenses unless covered by way of appropriate extensions.
- iii) Extension 2 & 3 of Section A shall not apply, to any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter. The Company shall not be liable to make any payment under these Extensions 2 & 3 in respect of:
  - a. disease, Injury, death or disablement directly or indirectly due to War, invasion, act of foreign enemy hostilities or warlike operations (whether War be declared or not) or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft.
  - b. Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease, intemperance, use of intoxicating drugs, liquors

or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them.

- c. Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury.
- d. Any Injury present prior to the commencement of Policy Period. Any Injury existing before the Policy Start Date as stated in Part I of the Schedule to this Policy, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury.
- e. Any Hospitalization not arising out of an Injury.
- f. Payment of compensation relating to Medical Expenses not incurred in a Hospital.

#### 6.2 GENERAL EXCLUSIONS AND LIMITATIONS APPLICABLE TO THE POLICY:

The Company shall not be liable under the Policy for:

- i) Payment of any claim for Hospitalization where such Hospitalization does not commence within 7 days of Accident, provided that the Accident occurs within the Policy Period/Policy Year.
- ii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
  - a) from intentional self-injury, suicide or attempted suicide;
  - b) whilst under the influence of intoxicating liquor or drugs;
  - c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification.  
[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
  - d) directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder;
  - e) arising or resulting from the Insured Person committing any breach of law.
- iii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
  - a) from 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 Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
- iv) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person due to, or arising out of, or directly or indirectly connected with or traceable to, War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all kinds.
- v) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person:
  - a) Directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or nuclear fusion.
  - b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
  - c) Whilst working in underground mines or explosives magazines, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hang gliding, river rafting, polo and persons whilst engaged in occupation / activities of similar hazard.
- vi) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly from, or indirectly caused by, or contributed to or aggravated or prolonged by, childbirth or pregnancy or in consequence thereof.
  - i) Nuclear, Chemical, Biological Terrorism Exclusion Clause: This Policy shall not extend to cover death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
    - a) For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release

- or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by 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 or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- b) "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property.
- c) "Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.
- ii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person while serving in any branch of the military or armed forces of any country during War or warlike operations .
- x) Payment of aggregate claims under any benefit or extensions exceeding the Sum Insured of the respective benefit's/sections for the entire Policy Year/Policy Period as specified in Part I of the Schedule to this Policy applicable to such Insured Person.
- xii) If the Company alleges that by reason of any of the above exclusions i.e. any loss, cost or expenses is not covered by this Policy, the onus of proving the contrary shall be upon the Insured Person/ or any such person acting on behalf of the Insured Person, as the case may be.

## 7. BASIS OF ASSESSMENT OF CLAIM: APPLICABLE TO POLICY

### A. The procedure for lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

- i) Barring exceptional circumstances where a reasonable cause is shown and the Company is satisfied with such reasons, the Company should be immediately notified in writing of such event.
- ii) The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall deliver to the Company, within \_\_\_ days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form, and any other material particular, relevant to the making of such claim.
- iii) The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

### B. Claim Documents: The Insured Person or any such person acting on behalf of the Insured Person, as the case may be, shall be required to furnish the following for or in support of a claim:

#### 7 B) 1. Benefits & Extensions under Section A

- i) In case of Death
- PA Claim form duly filled & signed by the nominee
  - Policy Copy
  - Death certificate - Notarized/ Attested by a gazetted officer
  - F.I.R - Notarized/ Attested by a gazetted officer
    - Police Final charge sheet/ Court Final order - Notarized/ attested by a Gazetted Officer - if applicable - notarized/ Attested by a gazetted officer
  - Spot and/or Inquest Panchnama - Notarized/ Attested by a gazetted officer
  - Post Mortem Report - Notarized/ Attested by a gazetted officer
    - Viscera Analysis Report/ Chemical analysis report/ Forensic Science Lab report - If applicable - notarized/ Attested by gazetted officer]
  - Other Document as per Case details - Copy of Treatment papers; if hospitalized, Website Links/ Newspaper cuttings, Other references
  - If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
  - Cancel Cheque with NEFT Mandate form - duly filled in by the claimant and bank
  - Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it
- ii) In case of Permanent Total Disablement/Permanent Partial Disablement & Permanent Total Disablement Improvement Benefit Extension/Permanent Partial Disablement Improvement Benefit Extension
- PA Claim form duly filled & signed by Insured/ Claimant
  - Policy Copy
  - MLC OR F.I.R. OR PANCHNAMA - Notarised/ Attested by a gazetted officer
  - Disability Certificate issued by Authorised civil surgeon- Original/ Notarised/ Attested by a gazetted officer
    - Treatment papers, X-rays films / laboratory test reports and other diagnostic reports to support the claim and percentage of disability
  - Medical report
  - Colour Photograph of the injured reflecting disability
  - If claim amount > 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2

- Passport size colour photos of claimant
- h) Other Document as per Case details - Copy of Treatment papers; if hospitalized, Website Links/ Newspaper cuttings, Other references
- i) Cancel Cheque with NEFT Mandate form - duly filled in by the claimant
- j) Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it
- iii) In case of Temporary Total Disablement resulting from an Injury
- Policy Copy
  - Claim form duly filled & signed by the claimant
  - FIR/MLC - attested by a gazetted officer
  - Copy of treatment papers and diagnostic reports like Discharge summary, consultation and follow-up records etc (which would support the claim) - attested by a gazetted officer/ stamped by hospital authority
  - Original Medical Certificate [Medical Practitioner's certificate confirming the Injury and advising rest/ unfit to work for specified number of days (confirming 'to' and 'from' date)]
  - Original Fitness Certificate - (Medical Practitioner's certificate confirming the date from which Injured can join back his duties) - after the fitness date has been achieved
  - Original Employee Cum Leave Certificate from the employer
  - If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant Cancel Cheque and NEFT Mandate form - duly filled in by the claimant
  - Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it
- iv) Carriage of dead body / funeral expenses / repatriation of remains
- Documents as enumerated under Section 7 B1(i) of the Policy related to Insured Person's death
  - Original receipts of expenses incurred for carriage of dead body / funeral expenses / repatriation of remains
  - If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
  - Cancel Cheque and NEFT Mandate form - duly filled in by the claimant
  - Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it
- v) Medical Benefit
- Policy Copy
  - All documents related to Death/PTD/PPD/TTD, as the case may be
  - Medical report
  - Prescriptions
  - Medical & Investigation Bills
  - Discharge Card
  - If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
  - Cancel Cheque and NEFT Mandate form - duly filled in by the claimant
  - Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it
- vi) Hospital Daily Allowance
- All documents related to Death/PTD/PPD/TTD, as the case may be
  - Discharge Card
  - If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
  - Cancel Cheque and NEFT Mandate form - duly filled in by the claimant
  - Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it
- vii) Children Education Grant
- All documents related to accidental death/PTD, as the case may be
  - Letter from Head/ Principal or Identity Card of School attended by the child(ren)
  - If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
  - Cancel Cheque and NEFT Mandate form - duly filled in by the claimant
  - Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it
- viii) Ambulance Charges
- Policy Copy
  - Claim form duly filled & signed by the claimant
  - Original receipts of expenses incurred for Ambulance Charges
  - If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
  - Cancel Cheque and NEFT Mandate form - duly filled in by the claimant
  - Any other document as required by the Company or Company's TPA to investigate the

Claim or Our obligation to make payment for it

#### **7(B) 2 Benefits under Section B**

1. Policy Copy
2. Claim form duly filled & signed by the claimant
3. F.I.R. and Panchnama wherever applicable (original or certified copies)
4. Medical & Investigation report
5. Prescriptions
6. Medical & Investigation Bills
7. Discharge Card
8. If claim amount is more than 1lakh, AML Documents - Pan Card Copy, Residence Proof, 2 Passport size colour photos of claimant
9. Cancel Cheque and NEFT Mandate form - duly filled in by the claimant
10. Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it

#### **C) Method of Assessment and Payment of claim**

For a Policy with Policy Period greater than one year, the Sum Insured considered for assessment of claim shall be the Sum Insured mentioned against the Policy Year of the occurrence of the Accident.

In the event that a claim becomes payable under the terms of the Policy, the Company shall make such payment in a lump sum amount or periodical installments as opted for by the Insured Person/ Policyholder by way of cheque or electronic fund transfer or demand draft at the option of the Company.

Settlement/Rejection of Claim -The settlement of claims would be done by Us within 30 days after the receipt of last necessary documents, any rejections if done, would be provided with proper reasons by Us. The role of the TPA (if any) would be limited to facilitate the flow of information between You and Us.

Penal interest provision shall be as per Regulation 9(6) of (Protection of Policyholders' Interests) Regulations, 2002.

#### **D) Limitation period**

In no case whatsoever shall the Company be liable, for any claim intimated to the Company after the expiry of 30 days from the date of occurrence of Insured Event or after the expiry of 15 days from the date of commencement of Hospitalisation.

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

#### **NOTE:-**

Please inform us immediately of any change in the address, occupation, state of health, or of any other changes affecting any Insured Person.

#### **7. POLICY RELATED TERMS AND CONDITIONS**

1. Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before interment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured Person(s) on the occasion of any alleged Injury or disablement when and as often as the same may reasonably be required on behalf of the Company and in the event of death to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of thirty days.
3. In the event of a claim in respect of Loss of Use of one or both the eyes/ Loss of Use of one or both the ears, the Insured Person(s) shall undergo at the Insured Person's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight/ hearing is not regained after such operation or treatment, and such Loss of Use of one or both the eyes/ Loss of Use of one or both the ears is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule to this Policy.
4. Position after a claim:
  - a) In case of Death or Permanent Total Disablement (as specified in Basis of Assessment) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from Part I of the Schedule to this Policy without any refund of the premium and that person be no longer be covered under the policy and consequently no further benefit shall accrue to such Insured Person.
  - b) In cases excepting as in 4 (a) above, the Company shall reduce the Sum Insured in respect of Insured Person to whom such sum shall become payable, by the amount admissible under the claim. However the Company's liability for payment in aggregate for all claims under other section(s) or endorsement(s) for Policy Period/Policy Year in no case shall exceed the Sum Insured as indicated against the section(s) or endorsement(s) as mentioned in Part I of the Schedule to this Policy.

5. a) The Policyholder shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons.  
b) The Policyholder shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.
6. The scope of cover shall extend on a worldwide basis unless mentioned otherwise.
7. Terms of Renewal
  - The Policy can be renewed under the then prevailing Personal Protect or its nearest substitute (in case the Personal Protect is withdrawn by the Company) approved by IRDA.
  - This policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured
  - **Renewal Premium** - Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.
  - **Maximum Renewal Age** - There will be life-long renewal without any age restriction for the cover

#### **9. PART III OF THE SCHEDULE**

##### **Standard Terms and Conditions**

##### **1. Incontestability and Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.

##### **2. Reasonable Care**

The Insured Person shall take all reasonable steps to safeguard the interests of the Insured against accidental loss that may give rise to the claim.

##### **3. Observance of terms and conditions**

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

##### **4. Material change**

The Insured Person shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation, trade or business practices thereby containing the circumstances that may give rise to the claim and the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

##### **5. Records to be maintained**

The Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

##### **6. No constructive Notice**

Any knowledge or information of any circumstances or condition in connection with the Insured Person in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

##### **7. Notice of charge etc.**

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured Person or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

##### **8. Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule to this Policy shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule to this Policy, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule to this Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

##### **9. Duties of the Insured Person on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the Policy the Insured Person shall:

- a) Forthwith file/submit a claim form in accordance with 'Basis of Assessment of Claim' Clause as provided in Part II of the Schedule to this Policy.
- b) Allow the surveyor or any agent of the Company to inspect the damaged Insured Asset.
- c) Assist and not hinder or prevent the Company or any of its agents from taking any reasonable steps in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy.
- d) Not abandon the Insured Asset, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the surveyor.  
If the Insured Person does not comply with the provisions of this Clause or other obligations cast upon the Insured Person under this Policy, in terms of the other clauses referred to herein

or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

**10. Position after a claim**

The Insured Person shall not be entitled to abandon Insured Asset whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured Person as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Policy Period/Policy Year shall stand reduced by the amount of the compensation.

**11. Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

**12. Contribution**

If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would but for the existence of this Policy) and the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co-pay, in the same Claim (in whole or in part), then We shall not be liable to pay or contribute more than Our rateable proportion of any Claim.

However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable

**13. Free Look Up period**

You would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review its terms and conditions. Where the Policy Holder disagrees to any of the terms or conditions of the Policy, he has the option to return the Policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by Us on the stamp duty charges. In case the request for cancellation comes 30 days after the Policy Period start date, pro-rata refund of premium would be paid to You

**14. Cancellation/ Termination**

**a) Disclosure to information norm**

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

**b) The Insured Person may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and refund the premium for the period this Policy has been in force as per the refund grid applicable.**

15 (a): Refund Grid applicable to Policies having policy period lesser than or equal to one year:

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Up to 1 month	75% of premium
Up to 3 months	50% of premium
Up to 6 months	25% of premium
Exceeding six months	Nil

15 (b): Refund Grid Applicable to policies having Policy Period greater than 1 year

% Refund Premium	Policy Period (Years)			
	2	3	4	5
Year 1	25%	45%	57%	78%
Year 2		11%	26%	57%
Year 3			6%	37%
Year 4				18%

No refunds of premium shall be made under the Policy during the last year of the Policy Period

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured Person, the cover and Company's liability in respect of that Insured Person shall forthwith terminate.

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

**15. Policy Disputes**

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

**16. Arbitration clause**

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 the dispute/difference, 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. 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 shall be first obtained.

**17. Renewal notice**

**i) Renewal notice for policies not issued on Auto Renewal Basis:**

The Company shall ordinarily renew the policy except on grounds of moral hazard, misrepresentation or fraud or non cooperation by the Insured. The Company shall not be bound to accept any renewal premium nor give notice that such renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured Person that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. Any change in the risk will be intimated to the Company by the Insured Person. Nothing mentioned herein or otherwise shall affect the Company's right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.

The Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy and in no case later than Grace Period of 30 days from the expiry of the Policy

**ii) Renewal notice for policies issued on Auto Renewal Basis:**

The Company shall automatically renew the Policy annually for the period it has been issued for. However on expiry of the Policy after completing its entire auto renewal period the Company shall not be bound to accept any renewal premium nor give notice that such renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured Person that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. Any change in the risk will be intimated to the Company by the Insured Person. Nothing herein or otherwise shall affect the Company's right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.

The Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy and in no case later than Grace Period of 30 days from the expiry of the Policy

**18. Notices**

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured Person, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

**19. Customer Service**

If at any time the Insured Person requires any clarification or assistance, the Insured Person may contact the offices of the Company at the address specified, during normal business hours.

**20. Grievances**

In case You are aggrieved in any way, You should do the following:

1. Call Us at toll free number: 1800 2666 or email us at customersupport@icicilombard.com
2. If You are not satisfied with the resolution then You may successively write to The Manager - Service Quality, Corporate Manager - Service Quality, National Manager - Operations & finally Director - Services and Business Development at the following address:

ICICI Lombard General Insurance Company Limited  
 ICICI Lombard House 414, Veer Savarkar Marg,  
 Siddhi Vinayak Temple, Prabhadevi, Mumbai 400025.

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:

Delhi, Rajasthan 2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, New Delhi - 110 002

West Bengal, 29, N. S. Road, 3rd Fl., North British Bldg. Kolkata - 700 001

Bihar

Maharashtra	3rd Flr., Jeevan Seva Annexe, S.v. Road, Santa Cruz (w), Mumbai - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Floor, 453(old 312 ), Anna Salai, Teynampet, Chennai 600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, Lane opp. salem function palace A.C. Guards, Lakdi-ka-pool, Hyderabad - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.c.u. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014
Kerla, Karnataka	2nd Flr., Cc 27/2603, Pulinatbuilding, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.g. Baruah Rd. Guwahati
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Road, Hazartganj, Lucknow - 226 001
Madhya Pradesh	1st Floor, 117, Zone li, (above D.m. Motors Pvt. Ltd.) Maharana Pratap Nagar, Bhopal - 462 011.
Punjab, Haryana, Himachal Pradesh, J & K, Chandigarh	S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017.
Orissa	62, Forest Park, Bhubaneswar - 751 009

The updated details of Insurance Ombudsman are available on IRDA website: [www.irdaindia.org](http://www.irdaindia.org), on the website of General Insurance Council: [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), Our website [www.icicilombard.com](http://www.icicilombard.com) or from any of Our offices.

#### 10. ENDORSEMENTS APPLICABLE TO THIS POLICY

##### Endorsement I: Geographical Restriction

The Company hereby agrees subject to the terms, conditions and exclusions contained or expressed herein that notwithstanding anything in the within written Policy contained to the contrary, coverage under this Policy is provided to the Insured Person only in \_\_\_\_\_ countries / areas (and not on world wide basis).

##### Endorsement II: Periodical Benefit Clause

The Company as a matter of facility to the Policyholder/ Insured Person, agrees to pay the claim amount for the payout period by periodical installments to each Insured Person as entitled for a given period in respect of this Policy for the maximum specified coverage under Death resulting from Accident, Permanent Total Disablement resulting from Accident and Children Education Grant of Section A as mentioned in the Part I of the Schedule to this Policy

**Payout Period** - means the period as mentioned in Part I of the Schedule to this Policy for which the periodical benefit shall be paid.

##### Endorsement III: Premium Instalment Clause

1. The Policyholder / Insured Person shall pay to the Company the premium as mentioned in the Part I of the Schedule to this Policy and applicable taxes, charges, cess etc. and so long as the Policyholder & Insured Person perform and observe all their obligations hereunder, the Company as a matter of facility to the Policyholder / Insured Person, agrees to accept payment of premium in installments in accordance with Part I of the Schedule to this Policy.
2. Notwithstanding the provisions of the preceding Clause, upon non-payment of any premium installments on the due date thereof, this Policy shall cease to operate from the time and date of the default in payment of the installment and the Company shall not be liable under this Policy for any loss occurring thereafter, nor any refund of premium shall become due under the Policy. However the Company may at its sole option re-instate the Policy, subject to the balance Sum Insured (s) if any, of the respective Sections (Extensions - if any) at the time of such re-instatement, from the date and time of receipt of such installment till the Policy End Date as specified in Part I of the Schedule to this Policy, provided that the Policyholder makes the payment of the due installment before the payment of next installment due date or the Policy End Date as specified in Part I of the Schedule to this Policy whichever is earlier and further provided that all the other installments payable under the Policy are realized by the Company by the respective due dates and time and without any default.
3. Additionally in the event of the Claim becoming payable under the Policy all the subsequent premium installments shall immediately become due and payable notwithstanding anything to the contrary herein above contained.
4. It is not obligatory on the part of the Company to give any notice to the Policyholder for payment of premium installment. The Company shall have the right to recover and deduct any or all the pending installments from the claim amount due under the Policy.

##### Endorsement IV: Auto Renewal Clause

1. The Company shall automatically renew the Policy at a periodical interval as opted by the Policyholder/ Insured Person for the period it has been issued for. However on expiry of the Policy on the Policy End Date as specified in Part I of the Schedule to this Policy after completing its entire auto renewal period the Company shall not be bound to accept any renewal premium nor give notice that such renewal premium is due.
2. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured Person that may result to enhance the risk of the Company under the guarantee hereby given.
3. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company. Any change in the risk will be intimated to the Company by the Policyholder/ Insured Person.

Nothing herein or otherwise shall affect the Company's right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.



**Mailing Address:** ICICI Lombard General Insurance Company Limited, Interface Building No.11, 401/ 402 4th Floor, New Link Road Malad (W), Mumbai - 400064.

**Registered Office Address:** ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

Visit us at [www.icicilombard.com](http://www.icicilombard.com) • Mail us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com) • Our toll free number is **1800 2666**

ICICI Lombard General Insurance Company Limited. Insurance is the subject matter of the solicitation. IRDA Reg. No. 115. Misc 111.