



Digit Group Janata Personal Accident Policy

Policy Wordings
UIN: GODPAGP21540V012021

PREAMBLE

Whereas the Insured named in the Policy Schedule/ Certificate of Insurance (hereinafter called the "Insured") has made to Go Digit General Insurance Limited (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Policy Schedule/ Certificate of Insurance, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured and subject always to the Sum Insured against such loss as is herein provided.

A. DEFINITIONS

<u>Digit Simplification:</u> You didn't think you needed to know definitions since your time in school, right? Well, the good news is that you don't need to learn these by heart, as long as you understand them.

Certain words and phrases used throughout the Policy have specific meanings, and this section helps to understand them.

- 1. **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Hazardous or Adventure sports shall mean any sport or activity, which is dangerous to the Insured Person whether he/she is trained, or not. These activities shall be considered to be hazardous irrespective of the safety precautions taken while undergoing these activities/sports. Such sport/Activity includes, but is not limited to, Abseiling, Adventure racing, Animal Conservation/ Game Reserve, Archery, Base jumping, Bicycle touring, Big game hunting, Black water rafting, Biathlon, BMX Stunt/ Obstacle riding, Bobsleighing/ using Skeletons, Bouldering, Boxing, Bull-fighting, Canyoning, Bungee jumping, Cave tubing/ Cave Diving, Caving/ Pot holing, Clay Pigeon Shooting, Climbing/ Trekking/Walking over 2,000 meters altitudes, Cross Channel, Swimming, Cycle Racing, Cyclo cross, Drag racing, Dry/Desert/Dune Skiing/Bashing, Endurance testing, Fencing, Field hockey, Flying as a pilot, Free Diving/ No Limits Driving, Gaelic Football, Gliding, Gymnastics, Hang gliding, Heptathlon, Harness racing, Heli Skiing/Boarding, High diving (above 5 meters), Horse racing, Horse riding and Jumping, Hot air ballooning, Hunting on Horseback, Hunting/Shooting, Hurling, Ice and Street Hockey, Ice climbing, Ice skating, Ice speedway, Jet boating, Jet Skiing, Jousting, Judo, Karate, Kayaking, Kendo, Kite Skiing, Kite Surfing/Land boarding/buggying, Lacrosse Luge/ Tobogganing, Luging, Manual Labour, Marathon running, Martial Arts, Micro - lighting, Modern pentathlon, Motor cycle racing (All types), Motor rallying, Mountain biking, Mountain Boarding, Mountain Running, Mountaineering/ Rock climbing, Orienteering (Involving climbing), Parachuting, Paragliding/ Parapenting, Parasailing, Parascending (Over land and water), Parkour/Parcours/Free Running, Piloting aircraft or learning to pilot an aircraft, Point to Point, Polo, Power boat racing, Powerlifting, Professional sports of any kind, Quad biking/all terrain vehicles, Rifle range shooting, River boarding, River boardings, River bugging, Rock scrambling, Rodeo, Roller hockey, Rugby, Running of the bulls, Safari tours, Sail boarding (racing/high speed/extreme), Sailing, Sand boarding, Scuba Diving, Shark feeding/cage diving, Skate boarding, Ski acrobatics, Ski doo Ski jumping, Ski racing, Sky diving, Small bore target shooting, Snorkelling, Snow mobiling, Snow Skiing, Snowboarding, Speed trials/ Time trials, Steeple Chasing, Surfing, Team Sports played in competitive contest, Tomb stoning/cliff diving/quarry diving, Trial bike riding, Triathlon, Tubing on snow, Tubing, Wakeboarding, War games(non-armed forces), Water skiing or Water Ski jumping, Weight Lifting, Wrestling, White or black water rafting, White water kayaking, Wind surfing, Yachting, Zip Line, Zorbing and Hydro-zorbing and activities of similar nature.
- 3. **Bodily Injury** / **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.
- 4. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 5. **Disclosure to information norm**: The Policy shall be void and all premiums paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 6. **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.
- 7. **Insured Person** means the person named in the Policy Schedule/ Certificate of Insurance

- 8. **Medical Practitioner/ Physician/Doctor** 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 the scope and jurisdiction of license.
- 9. **Migration** means, the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer
- 10. **Nominee** means a person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.
- 11. **Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- 12. **Permanent Total Disability** shall mean either of the following:
 - a. Total Paralysis
 - b. Total and irrecoverable loss of sight of both eyes, or
 - c. Actual Loss by physical separation of two Limbs (both hands or both feet or one hand and one foot), or
 - d. Total and irrecoverable loss of use of two Limbs (both hands or both feet or one hand and one foot),
 - e. Total and irrecoverable loss of sight of one eye and physical separation of or Total and irrecoverable loss of use a limb (either one hand or one foot), or
 - f. Total and irrecoverable loss of speech and hearing of both ears

For the purpose of this benefit,

- a. Total Paralysis means complete and irreversible loss of motor function leading to the total loss of function of the entire body from neck down due to an accidental injury to the spinal cord.
- b. Limb means a hand at or above the wrist or foot above the ankle.
- c. Physical separation means separation of limb(s) from the body above the wrist and/or ankle.
- d. Total & irrecoverable loss of Use of limb(s) means complete and irreversible loss of functional, normal or characteristic use of the hand or foot provided loss of use continues for a period of 180 days from the onset of loss of use and at the expiry of 180 days there is no reasonable medical hope of improvement.
- 13. **Permanent Partial Disability** Medical practitioner certified total and irrecoverable loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot.
- 14. **Policy** means the proposal, the Policy Schedule/ Certificate of Insurance, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 15. **Policy Period** means the period between the commencement date and the expiry date specified in the Policy Schedule /Certificate of Insurance and includes both the commencement date as well as the expiry date
- 16. **Portability** means, the right accorded to individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer
- 17. **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 gaining credit for pre-existing diseases, time bound exclusions and for all waiting periods.
- 18. **Schedule** means the Schedule attached to and forming part of this Policy.
- 19. **Sum Insured** means the amount as opted by You and as stated in the Policy schedule/ Certificate of Insurance as the total sum insured or limited to the specific insurance details in any section of this policy. The Sum Insured shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each section.
- 20. Terrorism or 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.

- 21. We, Our, Ours, Us means the Go Digit General Insurance Limited.
- 22. You, Your, Yourself, Policyholder, Insured, Insured member(s), Insured Person(s) means the Individual Group Members who will be treated as Insured beneficiary both Named and Unnamed as described in the Policy Schedule/Certificate of Insurance.

B. COVERAGE

If the Insured person shall sustain any Bodily Injury resulting solely and directly from Accident, then We shall pay to the Insured / nominee / assignee (as applicable) the sum hereinafter set forth:

a. **Death**: We will pay 100% of the Sum Insured as stated in the Policy schedule/ Certificate of Insurance in the event of Accidental Bodily Injury causing the Insured's death within 12 months of the Accidental Bodily Injury being sustained.

Additional Benefit under Death Cover

Disappearance: We shall be liable to be pay under this benefit, if the Insured Member's full body cannot be located within a period of consecutive twelve (12) months, following a forced landing, stranding, sinking, or wrecking of a Common Carrier in which such Insured Member was known to have been travelling as a fare paying passenger or in any event arising as a result of Act of God Perils during the Policy Period, where it is reasonable to believe that such Insured Member has died as a result of an Accidental Injury.

- b. **Permanent Total Disability**: In the event of Accidental Bodily Injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, We will pay 100% of the Sum Insured as stated in the Policy schedule/Certificate of Insurance
- c. **Permanent Partial Disability**: In the event of Accidental Bodily Injury causing the total and irrecoverable loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot, We will pay 50% of the Sum Insured stated in the Policy Schedule/ Certificate of Insurance.

It is also hereby further expressly agreed and declared that upon payment of claim under the benefit, the Total Sum Insured shall stand reduced by the amount paid under the said claim.

C. EXCLUSIONS

<u>Digit Simplification:</u> We believe in being transparent with you, no hidden terms and conditions. So, here's what you are not covered for:

No payment will be made by Us for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Breach of Law with Criminal Intent, Suicide and Self-Injury

We do not cover any accidental bodily injury arising from or contributed or aggravated or accelerated by any of the following:

- a. Suicide or attempted suicide, while sane or insane, or due to use, misuse or abuse of narcotic or intoxicating drugs or alcohol or solvent
- b. Intentional self-injury
- c. Use or consumption of narcotic or intoxicating drugs or alcohol or solvent, or taking of drugs (except under the direction of a Medical Practitioner)
- **2. Pre-Existing Condition-** Any claim arising out of accidental bodily injury existing on the date of issue of this Policy.

3. Hazardous or Adventure sports: Code- Excl09

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving. Please refer definition of Hazardous or Adventure Sports as provided in the policy document.

However, You would be covered if you participate in a non-professional capacity for any recreational sport which may be under the supervision of a trained professional.

4. Breach of law: Code- Excl10

Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

5. War and hazardous substances

We do not cover treatment directly or indirectly arising from or required as a consequence of:

- a. War, invasion, acts of foreign enemy hostilities (whether or not War is declared), civil war, rebellion, revolution, insurrection or military or usurped power, mutiny, participation riot, strike, martial law or state of siege, attempted overthrow of Government; or
- b. Chemical contamination or contamination by radioactivity from any nuclear material whatsoever or from the combustion of nuclear fuel; or
- c. any acts of terrorism.

6. Legal Liability

Any Legal Liability due to any errors or omission or representation or consequences of any action taken on the part of any Hospital or Medical Practitioner.

7. Insufficient Document

Under "General Condition No. 28 - Claims Notification and Procedure", We have provided list of relevant necessary documents to be submitted at the time of claim. We shall not be liable to pay any claim in case all the relevant necessary documents are not submitted to Us and further We shall settle or reject a claim, as may be the case, within thirty days of the receipt of the last necessary document.

8. Defence Operation

We will not pay any claim under this Policy, whilst You are involved in naval, military, air force operation.

D.CONDITIONS

CONDITIONS PRECEDENT TO THE CONTRACT

<u>Digit Simplification:</u> There are some more conditions you should be aware of that we considered before we issued you the policy.

1. POLICY PERIOD

The Policy can be issued for tenure of 1 year. However, in case of Credit Linked Policy, policy tenure can be extended up to 5 years subject to maximum of Loan Period. Short term policy (ie. Less than 1 year) can also be issued for specific events.

2. DISCLOSURE OF INFORMATION

- a. The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.
- b. "Material facts" for the purpose of this policy shall mean all relevant information sought by the Company in the proposal form and other connected documents to enable it to tale informed decision in the context of underwriting the risk.

3. ALTERATIONS TO THE POLICY

This Policy constitutes the complete contract of insurance. This Policy cannot be changed or edited by anyone (including an insurance agent or intermediary) except Us (subject to necessary approval from the Insurance

Regulatory and Development Authority of India), and any change We make will be through a written endorsement signed and stamped by Us, only on the request from Group Manager/ Insured Member.

4. CONDITION PRECEDENT TO ADMISSION OF LIABILITY

The terms and conditions of the policy must be fulfilled by the insured person for the company to make any payment for claim(s) arising under the policy.

5. NON-DISCLOSURE OR MISREPRESENTATION

<u>Digit Simplification:</u> In one line, this condition means, make sure all the information you share with us is correct!

If at the time of issuance of Policy or during continuation of the Policy, the information provided to Us in the proposal form either physically or electronically or otherwise, by You or the Insured Person or anyone acting on behalf of You or an Insured Person is found to be incorrect, incomplete, suppressed or not disclosed, wilfully or otherwise, the Policy shall be:

- a. cancelled ab initio i.e. from the inception date or the renewal date (as the case may be),
- b. or the Policy may be modified by Us, at Our sole discretion as per Company's Underwriting Policy upon 30 days' notice by sending an endorsement to Your address shown in the Policy Schedule;
- c. the claim under such Policy if any, shall be rejected/repudiated forthwith.

6. INSURED PERSON

- a. Only those persons named as an Insured Person in the Policy Schedule / Certificate of Insurance shall be covered under this Policy.
- b. You can add more persons during the Policy Period but only after payment of an additional premium and subject to acceptance of Proposal by Us (wherever necessary) and after We have issued an endorsement confirming the addition of such person as an Insured Person.

7. ASSIGNMENT (IF OPTED) –IT IS HEREBY DECLARED AND AGREED THAT:

- a. 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 or Financial Institution as named in the Policy Schedule;
- b. upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank or Financial Institution as named in Policy Schedule, but not exceeding any outstanding liability of the Insured towards the assignee. In the event of any monies payable under this Policy exceeding the outstanding liability of the Insured towards the assignee, the Company shall pay such monies as exceeding the outstanding liability to the Insured and/or nominee;
- c. the receipt of such monies in the manner aforesaid by the Bank or Financial Institution as named in the Policy Schedule 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.

8. NOMINATION

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee, as named in the Policy Schedule/Policy Certificate/Endorsement(if any), and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

9. ELECTRONIC TRANSACTIONS

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

CONDITION APPLICABLE DURING THE CONTRACT

<u>Digit Simplification:</u> There are some more conditions you should be aware of during the contract!

10.SPECIAL CONDITIONS APPLICABLE FOR POLICIES ISSUED WITH PREMIUM PAYMENT ON INSTALMENT BASIS

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in Your Policy Schedule/Certificate of Insurance, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the Policy)

- a. Grace Period of 15 days would be given to pay the instalment premium due for the Policy.
- b. During such grace period, Coverage will not be available from the due date of instalment premium till the date of receipt of premium by Company.
- c. The insured person will get the accrued continuity benefit in respect of the 'waiting periods', 'specific waiting periods' in the event of payment of premium within the stipulated grace Period.
- d. No interest will be charged If the instalment premium is not paid on due date.
- e. In case of instalment premium due not received within the grace Period, the Policy will get cancelled.
- f. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.
- g. The company has the right to recover and deduct all the pending instalments from the claim amount due under the policy.

11.POSSIBILITY OF REVISION OF TERMS OF THE POLICY INCLUDING THE PREMIUM RATES

The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are affected.

12.WITHDRAWAL OF PRODUCT

- a. In the likelihood of this product being withdrawn in future, the company will intimate the insured person about the same 90 days prior to expiry of the Policy.
- b. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period, as per IRDAI guidelines, provided the policy has been maintained without a break

13.MORATORIUM PERIOD

After completion of eight continuous years under the policy no look back to be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of 8 continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract.

14.MATERIAL CHANGE / CHANGE OF OCCUPATION

The Insured/ Insured Member shall immediately notify the Company in writing of any material change in the risk or change in business or occupation during the Policy Period. Insured should also at his own expense take

precautions as circumstances may require ensuring safety thereby containing the circumstances that may give rise to a claim. The Company may adjust the scope of the cover and/or the premium, if necessary, accordingly. The above notification is not mandatory when only the employer changes, but the nature of occupation does not change.

15.NO CONSTRUCTIVE NOTICE

Any knowledge or information of any circumstance or condition in relation to the Policyholder or Insured Member which is in Our possession other than that information expressly disclosed in the Proposal Form or otherwise to Us, shall not be held to be binding or prejudicially affect Us.

16.SPECIAL PROVISIONS

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

17.SPECIAL CONDITIONS RELATING TO GROUP POLICY

All group policies are subject to the following conditions:

- a. The insured will maintain sufficient deposit or provide a Bank Guarantee to comply with the requirement of section 64VB.
- b. New names can be added to the existing group policies by charging premium for the unexpired period of insurance as mutually agreed between Group Manager and Us.
- c. For deletion of names from Group Policies during the Policy Period, refund of premium as mutually agreed between Group Manager and Us can be allowed only if there is no claim in respect of the particular insured Person as on date when request for deletion of name has been received

18.ADDITION / DELETION OF INSURED PERSON(S)

- a. No person other than those persons named as the Insured Person(s) or those categories of the Insured specified in the Policy Schedule/ Certificate Of Insurance shall be covered under this Policy unless and until his/her name or the category has been notified in writing to the Company, any additional premium due has been paid and the Company's agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person or category of persons as an Insured
- b. Cover under this Policy shall be withdrawn from any Insured Person(s) named or any category of persons Insured immediately upon the Policyholder delivering written notice of the same to the Company.

19.CANCELLATION

i. Cancellation by You

a. The policyholder may cancel this policy by giving 15days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below

Cancellation Scale

Period in Risk	More than or equal to 12 months but Less than 18 months	More than or equal to 18 months but less than 30	More than or equal to 30 months but less than 42 months	More than or equal to 42 months but less than 54 months	More than or equal to 54 months but less than equal to 60 months
Within 3 months	60.0%	months 60%	60%	60%	60%
Exceeding 3 months but less than 6 months	50.0%	55%	55%	55%	55%
Exceeding 6 months but less than 9 months	40.0%	45%	50%	50%	50%

Exceeding 9 months but less than 12 months	25.0%	40%	45%	50%	50%
Exceeding 12 months but less than 15 months	15.0%	35%	40%	45%	45%
Exceeding 15 months but less than 18 months	5.0%	25%	35%	40%	45%
Exceeding 18 months but less than 21 months	NA	20%	30%	35%	40%
Exceeding 21 months but less than 24 months	NA	15%	25%	35%	35%
Exceeding 24 months but less than 27 months	NA	5%	20%	30%	35%
Exceeding 27 months but less than 30 months	NA	0%	20%	25%	30%
Exceeding 30 months but less than 33 months	NA	NA	15%	25%	25%
Exceeding 33 months but less than 36 months	NA	NA	10%	20%	25%
Exceeding 36 months but less than 39 months	NA	NA	5%	15%	20%
Exceeding 39 months but less than 42 months	NA	NA	0%	15%	20%
Exceeding 42 months but less than 45 months	NA	NA	NA	10%	15%
Exceeding 45 months but less than 48 months	NA	NA	NA	5%	10%
Exceeding 48 months but less than 51 months	NA	NA	NA	5%	10%
Exceeding 51 months but less than 54 months	NA	NA	NA	0%	5%
Exceeding 54 months but less than 57 months	NA	NA	NA	NA	0%
Exceeding 57 months	NA	NA	NA	NA	0%

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy

ii. CANCELLATION BY US

The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

Note: Please note KYC documents (Photo ID card) shall be required if the premium refund to the Insured Member exceeds a threshold limit of Rs. 1 Lakhs per premium refund.

20. LAW AND JURISDICTION

It is hereby declared and agreed that this contract of insurance and all claims thereunder shall be governed by Indian Law and any legal proceeding in respect thereof shall be raised a competent court of India. All claims shall be paid in Indian Rupees only.

CONDITIONS APPLICABLE WHEN A CLAIM ARISES

<u>Digit Simplification:</u> What You should know when You are about to claim

21.PHYSICAL EXAMINATION

Any medical official or other agent of the company shall be allowed to examine the Insured Person(s) in case of alleged injury or disablement when and as often as may be reasonably be required on behalf of the Company.

22. FRAUD

If any claim made by the insured person, 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/her behalf to obtain any benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/Policyholder(s), who has made that particular claim, who shall be jointly and severely liable for such repayment to the insurer

For the purpose of this clause, the expression "Fraud" means any of the following acts committed by the insured person or by his agents or the hospital/Doctors/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- a. The suggestion, as a fact of that which is not true and which the insured person does not believe to be true;
- b. The active concealment of a fact by the insured person having knowledge or belief of the fact;
- c. Any other act fitted to deceive; and
- d. Any such act or omission as the law specially declares to be fraudulent.

The company shall not repudiate the claim and/or forfeit the policy benefits on the grounds of Fraud, if the insured person/beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intension to supress the fact or that such misstatement of or suppression of such material fact are within the knowledge of the Insurer.

23. ARBITRATION

If we have any differences with respect to the claim amount to be paid under this policy, it will be referred to arbitration in accordance with the Indian Arbitration and conciliation act 1996, as amended. The making of an award under such arbitration proceedings shall be a condition precedent for the Company to be liable to make any payment under this policy.

24.COMPLETE DISCHARGE

We will 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. The payment made by Us to the Insured Person or to the Nominee/legal representative or to the Hospital, as the case may be, of any Medical Expenses or compensation or benefit under the Policy shall in all cases be complete, valid and construe as an effectual discharge in favour of Us.

25.RECORDS TO BE MAINTAINED

You shall keep an accurate record containing all relevant medical records and shall allow Us or our representative(s) to inspect such records. You or the Insured Person as the case may be, shall furnish such information as may be required by Us under this Policy at any time during the Policy Period and up to three years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under this Policy.

26.POLICY DISPUTE

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

27.AUTOMATIC TERMINATION OF COVER FOR INSURED PERSON

The cover for the Insured Member shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under "Death" or "Permanent Total Disablement".

28.CLAIMS NOTIFICATION AND PROCEDURE

If the Insured Person meets any accidental injury that may result in a claim under this policy, it is a condition precedent to Our liability under the Policy that below procedure should be followed:

- a. Policyholder or the Insured Person or someone claiming on his/her behalf must inform Us immediately and in any event within 30 days from the date of occurrence any accident/incident that may result in a claim and submit all documents to us within 30 days from the date of intimation.
- b. Insured Person must immediately consult a Doctor and follow the advice and treatment that he recommends, wherever required.
- c. Insured Person must take reasonable steps to lessen the consequence of Bodily injury.

- d. Insured Person should allow examination by our medical advisors if we ask for this.
- e. Policyholder or Insured Person or someone claiming on his/her behalf must promptly give us documentation and other information we ask for to investigate the claim or our obligation to make payment for it.
- f. In case of the Insured Person's death, someone claiming on his/her behalf must inform us in writing immediately and send us a copy of the postmortem report (if conducted) within 30 days.
- *Note: There are times when You or any other person who could claim on Your behalf, may be in such a state of hardship, that You or Such other person is unable to give us a notice or file a claim within the prescribed time limit. In such cases, condonation of delay can be done by waiver of conditions (a) and (f) above may be considered where the reason for delay is proved to our satisfaction.

LIST OF CLAIM DOCUMENTS:

In addition to the Duly Completed Claim Form signed by the Insured/Insured's Nominee/Legal Heir & NEFT Details or Cancelled Cheque of the Insured/Insured's Nominee/Legal Heir, ID proof (KYC document) of insured and Nominee, address proof wherever applicable, We need to have the below documents, wherever applicable:

and Nominee, address proof wherever ap	plicable, We need to have the below documents, wherever applicable:
	Copy of Address Proof (Ration Card or Electricity Bill Copy).
	Attested Copy of Death Certificate.
	Death Summary/Certificate from the hospital authority
	(wherever applicable)
	Burial Certificate (wherever applicable).
Accidental Death	• Attested Copy of Statement of Witness, if any lodged with police authorities. (wherever applicable).
	Attested Copy of FIR / Panchanama / Inquest Panchanama. (wherever applicable).
	Attested Copy of Post Mortem Report (Only if conducted).
	• Attested Copy of Viscera report if any (Only if Post Mortem is conducted).
	Copy of FIR and the missing report filed with Policy (In case of Disappearance)
	Attested copy confirming disappearance from appropriate authority following a forced landing, stranding, sinking or wrecking of Common Carrier (in case of Disappearance)
	Attested Copy of disability certificate from relevant government
	Medical authority.
Permanent Total Disablement Permanent Partial Disablement	Attested copy of FIR. (If required)
	All Investigation reports confirming the disability.
	Complete Treatment record with follow-up documentation.
	Disability assessment report from Digit empanelled medical
	specialist (if required)

PAYING A CLAIM

- a. Insured agree that the Company need only make payment when Insured or someone claiming on Insured's behalf has provided the Company with necessary documentation and information.
- b. The Company will make payment to Insured or Insured's Nominee. If there is no Nominee and Insured is incapacitated or deceased, The Company will pay Insured's heir, executor or validly appointed legal representative and any payment The Company makes in this way will be a complete and final discharge of The Company's liability to make payment.
- c. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, The Company shall offer within a period of 30 days a settlement of the claim to the Insured. Upon acceptance of an offer of settlement by the Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured. In the cases of delay in

- the payment, The Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- d. If the Company for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to Insured in writing within 30 days of the receipt of documents. Insured may take recourse to the Grievance Redressal procedure stated in the document.

CONDITIONS FOR RENEWAL OF THE CONTRACT

29.RENEWAL

- a. Your policy shall ordinarily be renewable for lifetime except on grounds of fraud, moral hazard or misrepresentation or non- cooperation by You, provided the policy is not withdrawn.
- b. We shall not deny the renewal of Your policy on the ground that You had made a claim or claims in the preceding policy years, except for benefit based policies where the policy terminates after the payment of Sum Insured (For Example: Accidental Death, Permanent Total Disablement, Permanent Partial Disablement, Critical Illness, Daily Hospital Cash Cover)
- c. If you get delayed in renewing your policy, you can renew it within 30 days from the due date of renewal. Just that the coverage will not be available for such break in period.
- d. If the Policy is not renewed within the above Grace Period of 30 days from the due date of renewal, You can still renew the policy with Us. But it will then be issued as a fresh policy, subject to Our Underwriting criteria and no continuing benefits (if any) shall be available from the expired Policy.

30.PORTABILITY

The insured person will have the option to port the policy to other insurers by applying to such insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on portability, kindly refer the link → Click Here

31.MIGRATION

The insured person will have the option to migrate the policy to other health insurance products/plans offered by the company by applying for migration of the policy at least 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed Guidelines on migration, kindly refer the → Click Here

CUSTOMER GRIEVANCE REDRESSAL POLICY

In case of any grievance the insured person may contact the company through

Website: https://www.godigit.com

Toll Free: 1-800-258-4242 Email: hello@godigit.com

Senior citizens can now contact us on 1-800-258-4242 or write to us at seniors@godigit.com

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at grievance@godigit.com

For updated details of grievance officer, kindly refer the link: → Click Here

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017

Grievance may also be lodged at IRDAI Integrated Grievance Management System- https://igms.irda.gov.in/

The contact details of the Insurance Ombudsman Centers are mentioned below: (Note: Address and contact number of Governing Body of Insurance Council).

Office Location	Contact Details	Jurisdiction of Office (Union Territory, District)	
	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th	, , , , ,	
AHMEDABAD	floor, Tilak Marg,	Gujarat, Dadra & Nagar Haveli, Daman and	
	Relief Road, Ahmedabad – 380 001.	Diu.	
	Tel.: 079 - 25501201/02/05/06, Email:	J	
	bimalokpal.ahmedabad@ecoi.co.in		
BENGALURU	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID		
	No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar,		
	Ist Phase, Bengaluru – 560 078.	Karnataka.	
	Tel.: 080 - 26652048 / 26652049, Email:		
	bimalokpal.bengaluru@ecoi.co.in		
	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd		
	Floor, 6, Malviya Nagar, Opp. Airtel Office,		
BHOPAL	Near New Market, Bhopal – 462 003.	Madhya Pradesh, Chhattisgarh.	
	Tel.: 0755 - 2769201 / 2769202, Fax: 0755 - 2769203, Email:		
	<u>bimalokpal.bhopal@ecoi.co.in</u>		
	Office of the Insurance Ombudsman, 62, Forest park,		
BHUBANESHWAR	Bhubaneshwar – 751 009.	Orissa.	
DI 10 D/ (1425) 144/ (14	Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email:	O1155u.	
	bimalokpal.bhubaneswar@ecoi.co.in		
	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103,		
CHANDIGARH	2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Punjab, Haryana, Himachal Pradesh, Jammu	
CHANDIOANT	Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email:	& Kashmir, Chandīgarh.	
	bimalokpal.chandigarh@ecoi.co.in		
	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th		
CHENNAI	Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Pondicherry Town and Karaikal	
CHEININ	Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email:	(which are part of Pondicherry).	
	bimalokpal.chennai@ecoi.co.in		
	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance		
DELHI	Building, Asaf Ali Road, New Delhi – 110 002.	Delhi.	
DELI	Tel.: 011 - 23232481/23213504, Fax: 011 - 23230858	Benn.	
	Email: <u>bimalokpal.delhi@ecoi.co.in</u>		
	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr.		
	Panbazar over bridge, S.S. Road,	Assam, Meghalaya, Manipur, Mizoram,	
GUWAHATI	Guwahati – 781001(ASSAM).	Arunachal Pradesh, Nagaland and Tripura.	
	Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937, Email:	Arunachari radesii, Nagalana and Impura.	
	bimalokpal.guwahati@ecoi.co.in		
	Office of the Insurance Ombudsman,6-2-46, 1st floor, "Moin		
	Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-	Andhra Pradesh, Telangana, Yanam and	
HYDERABAD	Pool, Hyderabad - 500 004.	part of Territory of Pondicherry.	
	Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599, Email:	part of refritory of ronalements.	
	<u>bimalokpal.hyderabad@ecoi.co.in</u>		
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr.	Rajasthan.	
	Floor, Bhawani Singh Marg,		
	Jaipur - 302 005.		
	Tel.: 0141 - 2740363, Email: Bimalokpal.jaipur@ecoi.co.in		
	Office of the Insurance Ombudsman,2nd Floor, Pulinat Bldg, Opp.		
	Cochin Shipyard, M. G. Road,	Kerala Lakshadwoon Maho a nart of	
ERNAKULAM	Ernakulam - 682 015.	Kerala, Lakshadweep, Mahe-a part of Pondicherry.	
	Tel.: 0484 - 2358759 / 2359338, Fax: 0484 - 2359336, Email:		
	bimalokpal.ernakulam@ecoi.co.in		

KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310, Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960, Fax: 022 - 26106052, Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253, Email: bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, 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.
PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952, Email: bimalokpal.patna@ecoi.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555, Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Note: EXECUTIVE COUNCIL OF INSURERS, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 - 26106889/671/980, Fax: 022 - 26106949, Email: inscoun@ecoi.co.in