Kotak Secure Shield – Policy Wordings

This is a contract of insurance between You and Us which is subject to the receipt of the premium in full and the terms, conditions and exclusions of this Policy. This Policy has been issued on the basis of the Disclosure to Information Norm, including the information provided by You in respect of the Insured Persons in the Proposal Form. Please inform Us immediately of any change in the address, state of health or any other changes affecting You or any Insured Person.

PART II OF THE POLICY

1. 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 means sudden, unforeseen and involuntary event caused by external, visible and violent means.

Admission means the Insured Person's admission to a Hospital as an inpatient for the purpose of medical treatment of an Injury and/or Illness.

Bank means a banking company that is registered in India to transact the business of banking in India or overseas.

Claim means a demand for payment of any benefit under the Policy in respect of an Insured Person

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

Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

a) **Internal Congenital Anomaly** - Congenital anomaly which is not in the visible and accessible parts of the body
b) **External Congenital Anomaly** - Congenital anomaly which is in the visible and accessible parts of the body

Day Care Centre means any institution established for day care treatment of illness and/or injuries or a medical setup with 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 criterion 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 means medical treatment, and/or Surgical Procedure which is:

i. undertaken under General or Local Anesthesia in a Hospital/Day care centre in less than 24 hrs because of technological advancement, and
ii. which would have otherwise required a hospitalization of more than 24 hours.

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Treatment normally taken on an out-patient basis is not included in the scope of this definition.

Disclosure to information norm
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.

EMI or EMI Amount means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured Person as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured Person prior to the date of occurrence of the event giving rise to a Claim under Section III of the Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured Person prior to the occurrence of the event giving rise to a Claim under Section III will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured Person. It is further clarified that EMI refers to the EMI or pre-EMI on the Loan.

Financial Institution shall have the same meaning assigned to the term under Section 45 I of the Reserve Bank of India Act, 1934 (as amended from time to time) and shall include a Non-Banking Financial Company as defined under Section 45 I of the Reserve Bank of India Act, 1934 (as amended from time to time).

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.

Hospitalisation means admission in a Hospital for a minimum period of 24 consecutive 'Inpatient Care' 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 a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment

(a) Acute condition - 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.

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

(i) it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
(ii) it needs ongoing or long-term control or relief of symptoms
(iii) it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
(iv) it continues indefinitely

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(v) it recurs or is likely to recurs .

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

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

Insured Person means the individual(s) named in the Policy Schedule who are covered under this Policy.

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.

Loan means the sum of money lent at interest or otherwise to the Insured Person by any Bank/Financial Institution as identified by the Loan Account Number specified in the Policy Schedule.

Medical Advice means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up 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.

Medically Necessary Treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. The term Medical Practitioner would include physician, specialist, anaesthetist and surgeon but would exclude You and Your Immediate Family. “Immediate Family would comprise of Your spouse, dependent children, brother(s), sister(s) and dependent parent(s).

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

Nominee means the person(s) named in the Policy Schedule who is nominated by You to receive the insurance benefits under this Policy payable on the death of the Insured Person.

Notification of Claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication. .

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Policy Period means the period commencing from Policy start date and hour as specified in Policy Schedule and terminating at midnight on the Policy End Date as specified in Policy Schedule.

Physical Separation means as regards the hand, actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.

Policy means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to You, what is excluded from the cover and the terms & conditions on which the Policy is issued to You.

Policy Schedule means the schedule attached to and forming Part I of this Policy, mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.

Portability means the right accorded to an individual health insurance policyholder (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.

Pre-Existing Disease
means any condition, ailment, injury or disease

a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement
or
b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.

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

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

Renewal means 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 of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

Sum Insured means the amount specified in the Policy Schedule which is Our maximum, total and cumulative liability for any and all Claims arising under Section I or Section II during the Policy Period.

Scheduled Airline means any civilian aircraft operated by a civilian scheduled air carrier 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.

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 from suffering and prolongation of life, performed in a hospital or day care center by a Medical Practitioner

You/Your/Policyholder means the policyholder named in the Policy Schedule.

We/Our/Us means Kotak Mahindra General Insurance Company Ltd.

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2. WHAT WE WILL PAY (SCOPE OF COVER OF BENEFITS AVAILABLE UNDER THE POLICY)

The following Benefits are applicable under the Policy only if We have received the applicable premium due for that Benefit in full and the Policy Schedule specifies that the Benefit is in force for the Insured Person.

The Benefits available under this Policy are described below.

Benefits under Section I and Section II will be payable subject to the terms, conditions and exclusions of this Policy and the availability of Sum Insured and any sub-limits specified in respect of that Benefit and any limits applicable on the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate arising under Section I and Section II during the Policy Period shall not exceed the Sum Insured

2.1SECTION I: CRITICAL ILLNESS BENEFIT

We will pay the Sum Insured to the Insured Person on the first diagnosis of any of the following Illnesses/ Medical event or Surgical Procedures during the Policy Period, provided that the signs or symptoms of that Critical Illness first commenced at least 90 days after the commencement of the first Policy Period with Us and shall include:

- First diagnosis of the below-mentioned Illnesses more specifically described below
    a. Cancer of specified severity
    b. Kidney failure requiring regular dialysis;
    c. Multiple Sclerosis with persisting symptoms;
    d. Motor Neurone Disease with Permanent Symptoms
    e. Benign Brain Tumor
    f. Primary (Idiopathic) Pulmonary Hypertension
    g. End Stage Liver Failure
- Undergoing for the first time of the following surgical procedures, more specifically described below:
    h. Major Organ / Bone Marrow Transplant;
    i. Open heart replacement or repair of heart valves
    j. Open chest CABG
    k. Aorta Graft Surgery
- Occurrence for the first time of the following medical events more specifically described below:
    l. Coma of Specified Severity
    m. Stroke resulting in permanent symptoms;
    n. Permanent Paralysis of Limbs;
    o. Myocardial Infarction (First Heart Attack of specific severity.)
    p. Third Degree Burns
    q. Deafness
    r. Loss of Speech

The Critical Illnesses and the conditions applicable to the same are more particularly described below:

(a) **Cancer of Specified Severity**

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

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(ii) The following are excluded -

i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
iii. Malignant melanoma that has not caused invasion beyond the epidermis;
iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
vi. Chronic lymphocytic leukaemia less than RAI stage 3
vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
ix. All tumors in the presence of HIV infection.

(b) **Kidney Failure Requiring Regular Dialysis**

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

(c) **Multiple Sclerosis With Persisting Symptoms**

(i) The unequivocal diagnosis of multiple sclerosis confirmed and evidenced by all of the following:
i. investigations including typical MRI findings, which unequivocally confirm the diagnosis to be multiple sclerosis; and
ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and

(ii) Other causes of neurological damage such as SLE and HIV are excluded.

(d) **Motor Neurone Disease With Permanent Symptoms**

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

(e) **Benign Brain Tumor**

I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

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III. The following conditions are **excluded**:
Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

(f) **Primary (Idiopathic) Pulmonary Hypertension**

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:
i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
ii. Class IV: Unable to engage in any physical activity without discomfort.
Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

(g) **End Stage Liver Failure**

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
i. Permanent jaundice; and
ii. Ascites; and
iii. Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is excluded

(h) **Major Organ /Bone Marrow Transplant**

(i) The actual undergoing of a transplant of:
i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

(ii) The following are excluded:
i. Other stem-cell transplants
ii. Where only islets of langerhans are transplanted

(i) **Open Heart Replacement Or Repair Of Heart Valves**

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

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(j) **Open Chest CABG**

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

(ii) The following are excluded:
   i. Angioplasty and/or any other intra-arterial procedures

(k) **Aorta Graft Surgery**

The actual undergoing of major Surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this cover the definition of "Aorta" shall mean the thoracic and abdominal aorta but not its branches.

(i) The following conditions are excluded:
   i. Surgery performed using only minimally invasive or intra-arterial techniques.
   ii. Angioplasty and all other intra-arterial, catheter based techniques, "keyhole" or laser procedures.

(ii) The diagnosis to be evidenced by any two of the following:
   i. Computerized tomography (CT) scan
   ii. Magnetic Resonance Imaging (MRI) scan
   iii. Echocardigraphy (an ultrasound of the heart)
   iv. Angiography (Injecting X ray dye)
   v. Abdominal ultrasound

(l) **Coma of Specified Severity**

(i) A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
   i. no response to external stimuli continuously for at least 96 hours;
   ii. life support measures are necessary to sustain life; and
   iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

(ii) The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

(m) **Stroke Resulting in Permanent Symptoms**

(i) Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

(ii) The following are excluded:
   i. Transient ischemic attacks (TIA)
   ii. Traumatic injury of the brain
   iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

(n) **Permanent Paralysis of Limbs**

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

(o) **Myocardial Infarction (First Heart Attack - of Specific Severity)**

(i) The first occurrence of heart attack or myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
   i. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
   ii. new characteristic electrocardiogram changes
   iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

(ii) The following are excluded:
   i. Other acute Coronary Syndromes
   ii. Any type of angina pectoris
   iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure

(p) **Third Degree Burns**

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

(q) **Deafness**

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears

(r) **Loss of Speech**

I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.
II. All psychiatric related causes are excluded.

2.2EXCLUSIONS APPLICABLE TO SECTION I

We shall not be liable to make any payment under this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the following:

a) Any Pre-Existing Disease– Any Pre-Existing Disease will not be covered until 48 months of continuous coverage has elapsed for the Insured Person, since the inception of the first Policy with Us. On Renewal of the Policy if an increased Base Annual Sum Insured is requested then the elapsed period for Pre-Existing Diseases shall be limited to the Base Annual Sum Insured of the immediately completed Policy Period. This exclusion doesn't apply for Insured Person having any health insurance policy in India at least for a period of 48 continuous months, prior to taking this Policy and accepted under portability cover, as well as for three subsequent Renewals with Us without a break. In respect of any insured

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event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within first 90 days of the commencement of the Period of Insurance.

b) Any external Congenital Anomaly;

c) Any medical procedure or treatment, which is not Medically Necessary Treatment or not performed by a Medical Practitioner.

d) Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy Schedule under Special Conditions.

e) Birth control procedures and hormone replacement therapy.

f) Any treatment/surgery for change of sex or any cosmetic surgery or treatment/surgery /complications/illness arising as a consequence thereof.

g) Treatment by a family member and self-medication or any treatment that is not scientifically recognized.

2.3SECTION II: PERSONAL ACCIDENT BENEFIT

(a) We will pay the Sum Insured if the Insured Person dies or suffers Permanent Total Disablement solely and directly due to an Injury sustained due to an Accident which occurs during the Policy Period provided that the Insured Person's death/Permanent Total Disablement occurs within 12 months of the Injury being sustained. On the payment of a Claim under this Benefit the Policy shall automatically terminate.

For the purposes of this Benefit, Permanent Total Disablement shall mean the total and irrecoverable loss of one of the following which as a direct consequence prevents the Insured Person from resuming his normal occupation or engaging in similar gainful employment:

(i) Loss of sight of both eyes; or

(ii) Actual loss by Physical Separation of both hands or both feet or one entire hand and one entire foot; or

(iii) Loss of use of both hands or both feet or of one hand and one foot without Physical Separation;

(b) Child Education Benefit: If We have admitted a Claim under Section II, We will pay the Child Education Benefit amount of 10% of Sum Insured under Section II (a), as specified in the Policy Schedule towards the education expenses of the Insured Person's child, provided that the Insured Person's child is less than 25 years of age on the date of the Accident. The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

2.4EXCLUSIONS APPLICABLE TO SECTION II

We shall not be liable to make any payment under this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the following:

(a) the Insured Person operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured Person is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world;

(b) Insured Person participating 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;

(c) any Illness to any Insured Person;

(d) directly or indirectly caused by venereal disease or insanity;

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2.5SECTION III: LOSS OF JOB BENEFIT (DUE TO ILLNESS/ ACCIDENT)

Benefits under Section III will be payable subject to the terms, conditions and exclusions of this Policy and the availability of the Loss of Job (Due to Illness/ Accident) Sum Insured specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate arising under Section III during the Policy Period shall not exceed the Loss of Job (Due to Illness/ Accident)Sum Insured specified in the Policy Schedule.

If the Insured Person is terminated or temporarily suspended from employment by his/her employer in accordance with the employer's rules/regulations or in accordance with applicable Indian law or the directives of any Public Authority due to an illness or due to any injury sustained during an Accident during the Policy Period, We will pay the Insured Person three EMI Amount(s) falling due in respect of the Loan (account number as stated in the Policy Schedule) after the commencement of the event giving rise to a Claim under Section III of the Policy till the reinstatement of employment with the same employer or new employer, subject to a maximum of Sum Insured equivalent to three EMI's as stated under Section III of the Policy Schedule provided that:

(a) If the EMI on the date of the Insured Person's termination or temporary suspension from employment is greater than the EMI payable under Loss of Job (Due to Illness/ Accident) Sum Insured specified in the Policy Schedule, then We shall be liable to pay the EMI or Pre EMI, on the loan or the Sum Insured, whichever is lower, on the date of the event giving rise to a Claim under this section.
Where the Sum Insured is lesser than the loan amount, We shall pay the EMI in the same proportion as Sum Insured bears to the loan amount.
(b) The period of termination or temporarily suspension from employment by the Insured Person's employer during the Policy Period is not less than 30 consecutive days.
(c) The Insured Person is a salaried employee of the employer at the stage of termination or temporary suspension.

2.6EXCLUSIONS APPLICABLE TO SECTION III

We shall not be liable to make any payment under this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the following:
(a) The Insured Person's termination or temporary suspension from employment is due to any dishonesty or fraud or poor performance on the part of the Insured Person or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured Person by the employer.

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(i) The Insured Person being self-employed;
(ii) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
(iii) Any voluntary unemployment;
(iv) Unemployment at the time of inception of the Policy Period or arising within first three months of inception of the Policy Period.

(b) The Insured Person's termination or temporary suspension from employment within 90 days of the commencement of the Policy Period.
(c) Any unemployment from a job under which no salary or any remuneration is provided to the Insured Person.
(d) Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority.
(e) Any unemployment due to resignation, retirement whether voluntary or otherwise.
(f) Any unemployment due to non-confirmation of employment after or during such period under which the Insured Person was under probation.

Note:
a. Section I is a mandatory cover.
b. Section II and III are optional cover's, where Section III can only be selected by Salaried Person's opting for Loan.
c. Section I and Section II (a) shall always have same Sum Insured
Non-loan linked policies cannot opt for Loss of Job Benefit (Due to Illness/ Accident)

3. GENERAL EXCLUSIONS APPLICABLE TO THE POLICY:

We shall not be liable to make any payment under this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the following:

(a) Arising or resulting from the Insured Person committing any breach of the law with criminal intent.
(b) 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 Heads of State and citizens of whatever nation and of all kinds and acts of terrorism.
(g) ionising 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.
(h) nuclear weapon materials.
(i) usage, consumption or abuse of substances intoxicants, hallucinogens, alcohol and/or drugs.
(j) self-destruction or self inflicted injury, attempted suicide or suicide.
(k) Any sexually transmitted diseases. Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV.
(l) Any consequential or indirect loss or expenses arising out of or related to any event giving rise to a Claim under the Policy.
(m) while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
(n) any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

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4. CLAIMS ADMINISTRATION

The fulfillment of the terms and conditions of this Policy (including payment of premium by the due dates mentioned in the Policy Schedule) insofar as they relate to anything to be done or complied with by You or any Insured Person, including complying with the following in relation to claims, shall be Conditions Precedent to admission of Our liability under this Policy:

(a) Claims shall be settled by Us, On the occurrence or discovery of any event that may give rise to a Claim under this Policy, the Claims Procedure set out below shall be followed;
(b) The directions, advice and guidance of the treating Medical Practitioner shall be strictly followed. We shall not be obliged to make any payments that are brought about or contributed to as a consequence or failure to follow such directions, advice or guidance;
(c) If requested by Us and at Our cost, the Insured Person must submit to medical examination by Our nominated Medical Practitioner as often as We consider reasonable and necessary and We/Our representatives must be permitted to inspect the medical and Hospitalization records pertaining to the Insured Person's treatment and to investigate the facts surrounding the Claim;
(d) We/Our representatives must be given all reasonable co-operation in investigating the claim in order to assess Our liability and quantum in respect of such Claim;

5. CLAIMS PROCEDURE FOR CRITICAL ILLNESS CLAIMS

We shall be given written notice within 10 days of the Insured Person being first diagnosed with a Critical Illness and We shall be provided the following necessary information and documentation in respect of all Claims within 30 days of the Insured Person's diagnosis/surgery/treatment (as applicable):

a. Common list of documents for all Critical Illness:
   (i) Certificate from the attending Medical Practitioner of the Insured Person confirming, inter alia,
      i. Name of the Insured Person;
      ii. Name, date of occurrence and medical details confirming the event giving rise to the Claim.
      iii. Written confirmation from the treating Medical Practitioner that the event giving rise to the Claim does not relate to any Pre-Existing Disease or any Illness or Injury which was diagnosed within the first 90 days of commencement of first Policy Period with Us.
   (ii) Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
   (iii) Original Policy document;
   (iv) Duly completed claim form;
   (v) Original Discharge Certificate/Death Summary/Card from the hospital/ Medical Practitioner;
   (vi) Original investigation test reports, indoor case papers;
   (vii) Photo ID Proof of Insured/ nominee;
   (viii) Address Proof of Insured / nominee;
   (ix) KYC documents and 2 recent coloured passport size photographs of Insured/ nominee;
   (x) Signed NEFT mandate along cancelled cheque copy of Insured/ nominee;
   (xi) In the cases where Critical Illness arises due to an Accident, FIR copy or medico legal certificate will also be required wherever conducted. We may call for any additional necessary documents/information as required based on the circumstances of the claim.
   (xii) Any other documents as may be required by Us.

If the Claim is not notified to Us within the time period specified above, then We shall be provided the reasons for the delay in writing. We will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control.

b. Additional Documentation Required for each of the Critical Illnesses

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Please note that the following are illustrative lists and we may seek additional documentation based on the facts and circumstances of the Claim

(i) **CANCER OF SPECIFIED SEVERITY**

i. Hospital Discharge Card photocopy
ii. Hospital Bills photocopy
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Details of the treatment received by the Insured Person from the inception of the ailment.
vi. Letter from treating consultant stating presenting complaints with duration and the past medical history.
vii. Histopathology / Cytology / FNAC / Biopsy / Immuno-histochemistry reports.
viii. X-Ray / CT scan / MRI scan / USG / Radioisotope / Bone scan Reports.
ix. Blood Tests.
x. Any other specific investigation done to support the diagnosis like the PAPSmear/ Mammography, etc.
xi. *Any other documents as may be required by Us.*

(ii) **KIDNEY FAILURE REQUIRING REGULAR DIALYSIS**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Blood Tests- Renal Function Tests specifically: Serum Creatinine, Blood Urea Nitrogen, Serum Electrolytes done in the recent past (Not more than Two Week period from the date of intimation of Loss)
vii. Dialysis Papers/Receipts done in recent past.
viii. Renal scan
ix. Letter from the nephrologists stating the diagnosis of End Stage Kidney Failure.
x. Any other documents as may be required by Us.

(iii) **MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. MRI / CT Scan Report.
vii. Electo-myogram report
viii. Biopsy / Cytology Report
ix. Specific Blood Tests: Creatinine Phosphokinase /Anti Nuclear Antibodies, C - reactive protein /Autoimmune work up
x. Any other relevant Blood investigations.
xi. Confirmation from the Central/State Government Hospital about diagnosis of Multiple Sclerosis and the duration of the same.
xii. Any other documents as may be required by Us.

(iv) **MOTOR NEURONE DISEASE WITH PERMANENT SYMPTOMS**

i. Hospital Discharge Card photocopy (in case of Hospitalization)
ii. Investigations Reports like Blood tests, EEG, Nerve Conduction test, etc
iii. MRI / CT scan Reports or any other Imaging technique Used during the diagnosis and treatment
iv. Electro-myogram Report
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Subsequent details of the Treatment, with the Consultation papers from the Treating Neurologist/ Physician stating the Neurological deficit and the degree/current status
vii. Any other document as may be required by the company

(v) **BENIGN BRAIN TUMOR**

i. Hospital Discharge Card photocopy
ii. Hospital Bills photocopy
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Details of the treatment received by the Insured Person from the inception of the ailment.
vi. Letter from treating consultant stating presenting complaints with duration and the past medical history.
vii. Histopathology / Cytology / FNAC / Biopsy / Immuno-histochemistry reports.
viii. X-Ray / CT scan / MRI scan / USG / Radioisotope / Bone scan Reports.
ix. Blood Tests.
x. Neurological examination report by Neurologist
xi. Any other documents as may be required by Us.

(vi) **PRIMARY (IDIOPATHIC) PULMONARY HYPERTENSION**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. MRI / CT Scan Report.
vii. Echocardiography report
viii. Computed tomography (CT), magnetic resonance imaging (MRI), and lung scanning

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ix. Pulmonary angiography
x. Any other documents as may be required by Us.

(vii) **END STAGE LIVER FAILURE**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Ultrasound scan of liver
vii. CT and/or MRI scan of the liver
viii. X-ray and Liver function test
ix. Biopsy / FNAC (where applicable)
x. *Any other documents as may be required by Us.*

(viii) **MAJOR ORGAN /BONE MARROW TRANSPLANT**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Scan / Histopathology / Cytology / FNAC / Biopsy report suggesting irreversible & non-compensatory changes of the particular organ. 8 Bone Marrow Biopsy Reports (Specifically In Case of Bone Marrow Transplant)
vii. Letter from a specialist Doctor confirming the need of transplantation (Organs Specified are: Heart, lung, Liver, pancreas, kidney, bone marrow)
viii. Any other documents as may be required by Us.

(ix)**OPEN HEART REPLACEMENT OR REPAIR OF HEART VALVES**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. X-ray and 2D-Echocardiography Report.
vii. Letter from the Cardiologist / Cardiothoracic Surgeon suggesting valve replacement with the type of valve to be used.
viii. Any other documents as may be required by Us.

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(x) **OPEN CHEST CABG**

i. Photocopy Hospital Discharge Card
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. ECG at the time of detection of Coronary Artery Disease and Subsequent ECG's
vii. Stress test/ Tread Mill Test
viii. Letter from treating consultant suggesting Coronary Angiography and CABG
ix. Coronary Angiography report / CT Angiography Report
x. Cardiac Enzymes Tests: Troponin T/Troponin I, CPK / CPK-MB, SGOT / SGPT,
xi. LDH / Electrolytes
xii. X-ray / 2D-Echocardiography Report
xiii. Thallium Scan Report
xiv. *Any other documents as may be required by Us.*

(xi)**AORTA GRAFT SURGERY**

i. Photocopy Hospital Discharge Card
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. ECG at the time of detection of Coronary Artery Disease and Subsequent ECG's
vii. Stress test/ Tread Mill Test
viii. Letter from treating consultant suggesting Coronary Angiography and CABG
ix. Coronary Angiography report / CT Scan
x. Cardiac Enzymes Tests: Troponin T/Troponin I, CPK / CPK-MB, SGOT / SGPT,
xi. LDH / Electrolytes
xii. X-ray / 2D-Echocardiography Report
xiii. Thallium Scan Report
xiv. Bio-markers for Aortic dissection
xv. Any other documents as may be required by Us.

(xii) **COMA OF SPECIFIED SEVERITY**

i. Hospital Discharge Card photocopy
ii. Investigations Reports like Blood tests, EEG, etc
iii. MRI / CT scan Reports or any other Imaging technique Used during the diagnosis and treatment
iv. Subsequent details of the Treatment, with the Consultation papers from the Treating Neurologist/ Physician stating the Glasgow coma scale grading.
v. Indoor case papers and / or ICU case papers indicating the history, signs, symptoms, line of treatment and daily charts like TPR, etc
vi. FIR / MLC / Panch nama for accident induced coma
vii. Any other document as may be required by the company

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(xiii) **STROKE RESULTING IN PERMANENT SYMPTOMS**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Subsequent details of the Treatment, with the Consultation papers from the Treating Neurologist/ Physician stating the Neurological deficit.
vii. MRI / CT scan/ 2D Echocardiography Reports or any other Imaging technique Used during the diagnosis and treatment of the Stroke
viii. Blood tests (Lipid profile/Random Blood Sugar / Prothrombin Time/APTT/ Bleeding Time/ Clotting Time/Homocystiene levels)
ix. Any other documents as may be required by Us.

(xiv) **PERMANENT PARALYSIS OF LIMBS**

i. Hospital Discharge Card photocopy
ii. Investigations Reports
iii. MRI / CT scan Reports or any other Imaging technique Used during the diagnosis and treatment of the Stroke
iv. Electro-myogram Report
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Subsequent details of the Treatment, with the Consultation papers from the Treating Neurologist/ Physician stating the Neurological deficit and the degree/current status and duration of the Paralysis.
vii. Any other document as may be required by the company

(xv) **MYOCARDIAL INFARCTION (FIRST HEART ATTACK - OF SPECIFIC SEVERITY)**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Casualty Medical Officers/Emergency room papers with all details of Presenting Complaints and the Medical Examination by the attending physician.
vi. Subsequent Consultation Papers with the treating Medical Practitioner and the treatment received
vii. ECG on admission and subsequent ECG's
viii. Stress test/ Tread Mill Test
ix. Cardiac Enzymes Tests: Troponin T/Troponin I, CPK / CPK-MB, SGOT / SGPT, LDH / Electrolytes
x. X-ray / 2D-Echocardiography Report
xi. Thallium Scan Report
xii. Any other documents as may be required by Us.

(xvi) **THIRD DEGREE BURNS**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports, treatment papers
v. Certificate from the treating specialist Doctor indicating the classification / degree of burns
vi. Following medico-legal documents if applicable

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(i) FIR
(ii) Panchanama
(iii) Inquest Panchanama
(iv) Police Final Report/Charge Sheet (Based on FIR)

vii. Any other documents as may be required by Us.

(xvii) **DEAFNESS**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Pure tone testing report
vii. Audiometry report
viii. Confirmation of Diagnosis by ENT specialist along with duration
ix. All treatment papers and medical investigation test reports
x. Any other documents as may be required by Us.

(xviii) **LOSS OF SPEECH**

i. Hospital Discharge Card photocopy
ii. Photocopy Hospital Bills.
iii. Pharmacy/Investigations Bills
iv. Investigations Reports
v. Consultation Paper stating the presenting complaints with duration, past medical history with duration, treatment and medication advised.
vi. Confirmation of Diagnosis by ENT specialist along with cause and duration
vii. All treatment papers and medical investigation test reports
viii. Any other documents as may be required by Us.

Payment terms under Benefit I: Critical Illness

b. On payment of a Claim under Benefit I, the cover will cease in respect for that Insured Person.

6. CLAIMS PROCEDURE FOR PERSONAL ACCIDENT CLAIMS

a. We shall be given written notice within 7 days of ANY Injury sustained by the Insured Person which will give rise or is likely to give rise to a Claim under the Policy.

b. We shall be provided with the following necessary information and documentation in respect of all Claims within 30 days of the Insured Person's Injury due to Accident:

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i. Personal Accident – Death
   i. Duly completed claim form
   ii. FIR
   iii. Panchanama
   iv. Inquest Panchanama
   v. Police Final Report/Charge Sheet (Based on FIR)
   vi. PM Report having remark for FSLR or CA Report, the reports are must
   vii. Death Certificate issued by the Municipal authority
   viii. Cause of death certificate issued by the hospital
   ix. Original Policy Document
   x. Age proof of Insured Person: Election ID Card / PAN Card/ School Leaving Certificate / Copy of passport
   xi. Medical Practitioner's Report
   xii. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.
   xiii. Any other supporting documents as required by Us
   xiv. RACT award (In case of Rail Accident)
   xv. Any other document as required by Us to investigate the Claim or Our obligation to make payment for it

ii. Permanent Total Disability
   i. Claim form
   ii. FIR
   iii. Panchanama
   iv. Disability Certificate from civil surgeon or from designated govt./competent authority
   v. Hospitalization reports
   vi. Hospitalization discharge card
   vii. RACT award (In case of Rail Accident)
   viii. Police Final Report/Charge Sheet (Based on FIR)
   ix. Investigation report
   x. Original Policy document.
   xi. Age proof of Insured Person: Election ID Card / PAN Card/ School Leaving Certificate / Copy of passport
   xii. Any other document as required by Us to investigate the Claim or Our obligation to make payment for it

iii. Child Education Benefit
   i. Documents for Personal Accident Death / Permanent Total Disability as applicable
   ii. Proof to establish relationship – Passport/Education certificate establishing proof of relationship of child with parents/Birth Certificate or Adoption Papers (if adopted).
   iii. Photo Identity Proof of Child
   iv. Age proof of Child
   v. Certificate from Educational Institution describing course details

If the Claim is not notified to Us within the time period specified above, then We shall be provided the reasons for the delay in writing. We will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control.

Payment terms under Benefit II: Personal Accident

On payment of a Claim under Benefit II (a): Death or Permanent Total Disablement, the cover will cease in respect of that Insured Person.

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7. CLAIMS PROCEDURE FOR LOSS OF JOB (DUE TO ILLNESS/ ACCIDENT) CLAIMS

We shall be given written notice along with the following information and documentation within 30 days of the date of the Insured Person's termination or temporary suspension from employment due to illness/ accident:

(a) Duly completed claim form.
(b) Original Policy document.
(c) Certificate from the Bank stating the amortization schedule, the EMI Amounts, and Principal Outstanding (if applicable).
(d) Certificate from the employer of the Insured Person confirming the termination or temporary suspension from employment furnishing the date of termination or temporary suspension from employment with the reasons for the same. In case of temporary suspension the period of suspension and the reasons for the same should also be mentioned in such certificate.
(e) Appointment letter.
(f) Last 3 Months Salary Slip.
(g) Form 16 for the last year.
(h) Contact details of employer-phone no. mobile no., email ID, contact person in HR/Admin/Personnel dept.
(i) VISA proof and Passport copy in case of Insured Person is not resident in India.
(j) Age proof of Insured Person: Election ID Card / PAN Card/ School Leaving
(k) Certificate / Copy of passport.
(l) Any other document as required by Us to investigate the Claim or Our obligation to make payment for it.

8. CLAIM INVESTIGATION, SETTLEMENT & REPUDIATION

(a) We may investigate claims at Our own discretion to determine the validity of a claim. This investigation will be conducted within 15 days of the date of assigning the claim for investigation and not later than 6 months from the date of receipt of claim intimation. All costs of investigation will be borne by Us and all investigations will be carried out by those individuals/entities that are authorised by Us in writing.

(b) We shall settle or repudiate a Claim within 30 days of the receipt of the last necessary information and documentation set out in Clause above. In case of suspected frauds, the last "necessary" document swill include the receipt of the investigation report from Our representatives.

(c) Payment for Claims will be made to You. In the unfortunate event of Your death, We will pay the Nominee named in the Policy Schedule or Your legal heirs or legal representatives holding a valid succession certificate.

(d) In case of delay in payment, We 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 Us.

(e) On the occurrence or discovery of any Critical Illness that may give rise to a Claim under this Policy, We shall be given the intimation within 10 days on our toll free number 1: 1800 266 4545 or may write an e- mail at care@kotak.com

In the event of claims, please send the relevant documents to:

Kotak Mahindra General Insurance Company Ltd.
8th Floor, Zone IV, Kotak Infiniti, Bldg. 21,

Kotak Mahindra General Insurance Company Ltd.
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Infinity IT Park, Off WEH, Gen. AK Vaidya Marg,
Dindoshi, Malad (E), Mumbai – 400097.
India.

PART III OF THE POLICY

General Terms and Conditions

1. Disclosure of Information

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 You/Insured Person or any one acting on Your/Insured Person's behalf to obtain any benefit under this Policy.

2. Reasonable Care

You/Insured Persons shall take all reasonable steps to safeguard Your/Insured Person's interests against any Injury or Illness that may give rise to the any claim under the Policy.

3. Observance of terms and conditions

The due observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by You, shall be a condition precedent to any of Our liability to make any payment under this Policy.

4. Material Change

Material information to be disclosed to Us includes every matter that You are aware of or could reasonably be expected to know that relates to questions in the Proposal Form and which is relevant to Us in order to accept the risk and the terms of acceptance of the risk. You shall notify Us in writing of any material change in the risk in relation to the declarations made in the proposal form during the policy tenure as well as at each Renewal and We may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

You shall keep an accurate record containing all relevant medical records and shall allow Us to inspect such records. You shall exercise all necessary co-operation in obtaining the medical records from the Hospital, and furnish them, as We may require in relation to the Claim within 30 days of such request from Us.

6. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any of Our officials shall not be construed as notice to or be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

7. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the 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

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of any term and condition with the scope of cover contained in Part II of the 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 Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

8. Electronic Transactions

You agree 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 centers, 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.

Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/confirmed by the Insured.

9. Cause of Action/ Currency for payments

Claims under this Policy shall be payable if the cause of action arises anywhere in the world. All Claims shall be payable in India and shall be in Indian Rupees only.

10.Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both You and Us to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India 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.

11.Limitation of Liability

If a claim is rejected and is not the subject of any pending suit or other proceeding or arbitration, as the case may be, within thirty six months from the date of such rejection or settlement, the claim shall be deemed to have been abandoned and Our liability shall be extinguished.

12.Underwriting

We may underwrite a proposal based on proposal form declarations or Medical Examination conducted by Us. Medical tests will be facilitated by us and conducted at Our network of diagnostic centres. The validity of such tests will be up to 30 days. Full cost of such medical examination shall be borne by Us. We will inform You about the status of the proposal depending upon the Underwriting decision.
There shall be no Loading on Renewals on Individual Claims Experience Basis.

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13.Free Look Period

All new individual health insurance policies except those with tenure of less than a year shall have a free look period. The free look period shall be applicable at the inception of the policy and:

1. The insured will be allowed a period of at least 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable
2. If the insured has not made any claim during the free look period, the insured shall be entitled to-
   a. A refund of the premium paid less any expenses incurred by the insurer on medical examination of the insured persons and the stamp duty charges or;
   b. Where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
   c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

14.Cancellation

(i) For Policyholder's initiated cancellation, the Company would compute refund amount as pro-rata (for the unexpired duration) premium further deducted by 25% towards management expenses.

(ii) No Refund is applicable when policy is cancelled by the Insurer on grounds of misrepresentation, fraud, nondisclosure of the Insured.

This is provided no claim has been made under the Policy.

15.Grace Period and Renewal

(a) The Policy will automatically terminate at the end of the Policy Period and must be renewed within the Grace Period for continuity of cover.

(b) The Policy may be renewed by mutual consent and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy. We will not be liable to pay for any claim arising out of an Illness/Injury/Hospitalisation that occurred during the Grace Period. The provisions of Section 64VB of the Insurance Act 1938 shall be applicable. All policies Renewed within the Grace Period shall be eligible for continuity of cover.

(c) The Policy is ordinarily renewable on mutual consent for life, subject to application of Renewal and realization of Renewal premium.

(d) Renewals will not be denied except on grounds of misrepresentation, moral hazard, fraud, non-disclosure of material facts or non-co-operation by You.

(e) If We have discontinued or withdrawn this product/plan You will have the option to renewal under the nearest substitute Policy being issued by Us, provided however benefits payable shall be subject to the terms contained in such other policy which has been approved by IRDAI.

(f) You shall make a full disclosure to Us in writing of any material change in the health condition of any Insured Person at the time of seeking Renewal of this Policy, irrespective of any claim arising or made. The terms and condition of the existing policy will not be altered.

(g) We may, revise the Renewal premium payable under the Policy or the terms of cover, provided that all such changes are approved by IRDAI and in accordance with the IRDAI rules and regulations as

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applicable from time to time. Renewal premium will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.

(h) Alterations such as increase/ decrease in Sum Insured or change in covers within the Policy will be allowed at the time of Renewal of the Policy. You can submit a request for the changes by filling the proposal form before the expiry of the Policy. We will carry out underwriting as per the underwriting policy of the company in relation to acceptance of request for changes on renewal. The terms and conditions of the existing policy will not be altered.

16.Portability

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

It is further agreed and understood that:

a) You have been covered under an Indian health insurance policy from a non-life insurance company or Health Insurance company registered with IRDAI without any break;
b) We should have received Your application for Portability with complete documentation at least 45 days before the expiry of Your present period of insurance;
c) If the Base Annual Sum Insured under the previous Policy is higher than the Base Annual Sum Insured chosen under this Policy, the applicable waiting periods shall be waived to the extent of the Base Annual Sum Insured and eligible cumulative bonus under the expiring policy with the previous insurer;
d) In case the proposed Base Annual Sum Insured opted for under Our Policy is more than the insurance cover under the previous policy, then all applicable waiting periods shall be applicable afresh to the extent of the amount by which the Base Annual Sum Insured under this Policy exceed the total of Base Annual Sum Insured and eligible cumulative bonus under the expiring health insurance policy;
e) All waiting periods shall be applicable individually for each Insured Person and claims shall be assessed accordingly.
f) Portability benefit will be offered to the extent of sum of previous Base Annual Sum Insured (if opted for), and Portability shall not apply to any other additional increased Base Annual Sum Insured.
g) We may subject Your proposal to Our medical underwriting, restrict the terms upon which We may offer cover, the decision as to which shall be as per our underwriting practices and underwriting policy of the Company.
h) There is no obligation on Us to insure all Insured Persons on the proposed terms, even if You have given Us all documentation.
i) We should have received the database and claim history from the previous insurance company for Your previous policy.

The Portability provisions will apply to You, if You wish to migrate from this Policy to any other health insurance policy on Renewals. In case You have opted to switch to any other insurer under Portability provisions and the outcome of acceptance of the Portability request is awaited from the new insurer on the date of renewal,

a) We may upon Your request extend this Policy for a period of not less than one month at an additional premium to be paid on a pro-rata basis
b) If during this extension period a claim has been reported, You shall be required to first pay the full premium so as to make the Policy Period of full 12 calendar months. Our liability for the payment of such claim shall commence only once such premium is received. Alternately We may deduct the premium for the balance period.

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17.Assignment

An assignment of this policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the by the assignor and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made. Such assignment shall be operative as against the Company effective from the date the Company receives a written notice of the assignment/request and endorses the same on the Policy.
The Company may, accept the assignment, or decline to act upon any endorsement, where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy. However, by recording the assignment the Company does not express any opinion upon the validity nor accepts any responsibility on the assignment.

18.Communication & Notices

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

- In Your case, at Your last known address per Our records in respect of this Policy.
- In Our case, at Our address specified in the Policy Schedule.

No insurance agent, broker or any other person is authorised to receive any notice on Our behalf.

19.Customer Service

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

20.ECS/ Auto Debit Payment Facility

You are eligible for availing the ECS / Auto Debit payment facility for your premium payments under this Policy. This facility can be opted for automatic premium payment under this Policy for such premium paying term as availed by you under this Policy by submitting a duly signed ECS / Auto Debit mandate form. You may opt for any premium payment term as per your convenience but in accordance with the Policy terms and conditions. Please note that this facility may not be available for all the Banks at present however and you are requested to kindly visit website: www.kotakgeneralinsurance.com to check the updated list of all partner banks facilitating the ECS /Auto Debit facility from time to time. Additionally, the following conditions shall apply in case of ECS / Auto Debit facility opted by you –

a. The premium payment under the Policy shall be subject to change on renewal which would be in accordance with the terms and conditions of the Policy
b. The Policy shall get cancelled in the event of failure of ECS transaction towards payment of premium under the Policy and/or non-receipt of premium within the Grace Period under the Policy
c. The renewal premium amount under the Policy shall be communicated to you in advance i.e. minimum 45 days before the renewal date
d. You have the right to withdraw the ECS /Auto Debit mandate by giving Us at least 15 days' notice before the due date of next premium due under the Policy

The term ECS / Auto Debit herein shall be governed by the Electronic Clearing Service (Debit) Procedural Guidelines issued by the Reserve Bank of India (as may be amended from time to time) and shall mean an electronic facility for effecting periodic insurance premium payment transactions in an automated manner.

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21.Grievances

For resolution of any query or grievance, insured may contact the respective branch office of the Company or may call at 18002664545 or may write an e- mail at care@kotak.com.
For senior citizens, please contact the respective branch office of the Company or call at 18002664545 or may write an e- mail at seniorcitizen@kotak.com.
In case the insured is not satisfied with the response of the office, insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com. In the event of unsatisfactory response from the Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance.
The details of the Insurance Ombudsman is available at website: www.kotakgeneralinsurance.com
The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: www.ecoi.co.in/ombudsman.html
The details of the Insurance Ombudsman is available at Annexure I.

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