



Loan Secure Insurance Policy Policy Wordings

Universal Sampo General Insurance Company Limited (“the Company”), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the Compensation having become payable as set out in Part I of the Policy to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

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

1. **Accident** means a sudden unforeseen and involuntary event caused by external, visible and violent means.
2. **Bank** means a banking Company which transacts the business of banking in India and is regulated by the policies of Reserve Bank of India and other banking laws.
3. **Beneficiary:** In case of Death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse or immediate blood relative of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted followed by the Insured Person’s legal heirs. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
4. **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d’état, and the consequences of Martial law.
5. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
6. **Confirmation** means Confirmation of Availability of Insurance issued by the Company to the insured confirming that the Insured is entitled to insurance coverage under this Policy.
7. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
8. **EMI or EMI Amount** means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of



avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

9. **Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934
10. **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** 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** is defined as a disease, Illness, or Injury that has one or more of the following characteristics
 - it needs on-going or long-term monitoring through consultations, examinations, check-ups, and/or tests
 - it needs on-going or long-term control or relief of symptoms
 - it requires rehabilitation for the patient to be specially trained to cope with it
 - it continues indefinitely
 - it recurs or is likely to recur.
11. **Injury** means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
12. **Insured** means the Individual(s) whose name(s) are specifically appearing as such in Section 1 of the Schedule to this Policy and are referred to as “You”/”Your”/”Yours”/”Yourself”. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured may present a claim on behalf of the Insured to the Company.
13. **Insured Event** means any event specifically mentioned as covered under this Policy.
14. **Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in Section 1 of this Policy
15. **Medical Advice** Any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up prescription.
16. **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license and is not a member of the Insured Person’s Family.
17. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured. For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.
18. **Permanent Total Disablement** means disablement, as the result of a Bodily Injury, which:
 - a) continues for a period of twelve (12) consecutive months, and
 - b) is confirmed as total, continuous and permanent by a Medical Practitioner after the twelve (12) consecutive months, and



- c) entirely prevents an Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
19. **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.
20. **Policy** means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy
21. **Policyholder** means the entity or person named as such in the Schedule
22. **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.
23. **Portability** means the right accorded to an individual health insurance Policy holder (including Family cover) of the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another or from one plan to another plan of the same insurer.
24. **Pre-Existing Disease** means any condition, ailment or Injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which Medical Advice / treatment was received within 48 months to prior to the first Policy issued by the Company and renewed continuously thereafter.
25. **Principal Outstanding** means the principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the loan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the Bank prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
26. **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.
27. **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.
28. **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 gaining the credit for pre-existing diseases, time bound exclusions and for all waiting periods.
29. **Schedule** means this Schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.
30. **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 and is flown by authorized licensed pilot.
31. **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside.



32. **Subrogation** means the company's rights to assume insured's rights to recover expenses paid out under the policy that may be recovered from any other source.
33. **Sum Insured** means and denotes the amount of cover available to the Insured subject to the terms and conditions of this Policy and as stated in the Table of Benefits given in the Schedule of this Policy which is the maximum liability of the Company under this Policy.
34. **Surgery or Surgical Procedure** means manual and / or operative procedure(s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner
35. **Terrorism** means activities against persons, organizations or property of any nature:
- A. that involve the following or preparation for the following:
 - a) use or threat of force or violence; or
 - b) commission or threat of a dangerous act; or
 - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - B. when one or both of the following applies:
 - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
36. **You/Your/Yours/Yourself** means the person(s) that We insure and is/are specifically named as Insured in the Schedule.
37. **We/Our/Ours/Us** means Universal Sampo General Insurance Company Limited.
38. **War** means War, whether declared or not or any warlike activities, including use of the military force by any sovereign nations to achieve economic, geographic, nationalistic, political racial religious or other ends.

BENEFITS UNDER THE POLICY

1. SECTION I: MAJOR MEDICAL ILLNESSES & SURGICAL PROCEDURES

Insured Event: For the purposes of this Section and the determination of the Company's liability under it, the Insured Event in relation to the Insured person, shall mean any Illness, medical event or Surgical Procedure as specifically defined below whose signs or symptoms first commence more than 90 days after the commencement of Period of Insurance and shall only include:

Silver Plan

- a) 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
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
 - a) Major Organ/ Bone Marrow Transplant
 - b) Open Heart Replacement Or Repair Of Heart Valves
 - c) Coronary Artery Bypass Graft



d) Occurrence for the first time of the following medical events more specifically described below:

- a) Permanent Paralysis of Limbs
- b) Myocardial Infarction (First Heart Attack of Specified Severity)
- c) Stroke resulting in Permanent Symptoms

Gold Plan

a) First Diagnosis of the below-mentioned Illnesses more specifically described below:

1. Cancer of Specified Severity
2. Kidney failure requiring regular dialysis
3. Multiple Sclerosis with Persisting Symptoms
4. Benign Brain Tumor
5. Parkinson's Disease

b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:

1. Major Organ / Bone Marrow Transplant
2. Open Heart Replacement Or Repair Of Heart Valves
3. Coronary Artery Bypass Graft

c) Occurrence for the first time of the following medical events more specifically described below:

1. Stroke resulting in Permanent Symptoms
2. Permanent Paralysis of Limbs
3. Myocardial Infarction (First Heart Attack of Specified Severity)
4. Coma of Specified Severity

Platinum Plan

a) First Diagnosis of the below-mentioned Illnesses more specifically described below:

1. Cancer of Specified Severity
2. Kidney Failure requiring regular dialysis
3. Multiple Sclerosis with Persisting Symptoms
4. Benign Brain Tumor
5. Parkinson's Disease
6. End Stage Liver Failure
7. Alzheimer's Disease

b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:

8. Major Organ/ Bone Marrow Transplant
9. Open Heart Replacement Or Repair Of Heart Valves
10. Coronary Artery Bypass Graft
11. Surgery of Aorta

c) Occurrence for the first time of the following medical events more specifically described below:

12. Stroke resulting in Permanent Symptoms
13. Permanent Paralysis of Limbs
14. Myocardial Infarction (First Heart Attack of Specified Severity)
15. Coma of Specified Severity

Diamond Plan

a) First Diagnosis of the below-mentioned Illnesses more specifically described below:

1. Cancer of Specified Severity
2. Kidney Failure requiring regular dialysis
3. Multiple Sclerosis with Persisting Symptoms or



4. Benign Brain Tumor
5. Parkinson's Disease
6. End Stage Liver Failure
7. Alzheimer's Disease

b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:

8. Major Organ / Bone Marrow Transplant
9. Open Heart Replacement Or Repair Of Heart Valves
10. Coronary Artery Bypass Graft
11. Surgery of Aorta

c) Occurrence for the first time of the following medical events more specifically described below:

12. Stroke resulting in Persisting Symptoms
13. Permanent Paralysis of Limbs
14. Myocardial Infarction (First Heart Attack of Specified Severity)
15. Coma of Specified Severity
16. Third Degree Burns
17. Deafness
18. Loss of Speech

1.1 Specified Critical Illnesses and Surgical Procedures

The Insured Event under this Section I and the conditions applicable to the same are more particularly defined below:

1. Cancer of specified severity

A malignant tumour characterised 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.

The following are excluded –

- i. All tumours which are histologically described as carcinoma in situ, benign, 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 & 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 All tumours of the prostate unless histological classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- iv. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- v. Chronic lymphocytic leukaemia less than RAI stage 3
- vi. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- vii. 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.
- viii. All tumours in the presence of HIV infection

2. Myocardial Infarction (First Heart Attack of Specified Severity)

The first occurrence of 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 this will be evidenced by all of the following criteria:

- i) 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.



The following are excluded:

- i) Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- ii) Other acute Coronary Syndromes
- iii) Any type of angina pectoris

3. Open Chest CABG

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.

The following are excluded:

- i) Angioplasty and/or any other intra-arterial procedures

4. Open Heart Replacements 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.

5. Coma of Specified Severity

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.

The condition has to be confirmed by a specialist Medical Practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

6. 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 (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

7. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extra cranial 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.

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

8. Major Organ /Bone Marrow Transplant

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.

The following are excluded:

- i) Other stem-cell transplants
- ii) Where only islets of langerhans are transplanted

9. Permanent Paralysis of Limbs

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.

10. Multiple Sclerosis with persisting symptoms

The unequivocally diagnosis of Definite Multiple Sclerosis 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,

Exclusion

Other causes of neurological damage such as SLE and HIV

11. 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 Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or Undergone surgical resection or radiation therapy to treat the brain tumor.

The following 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.

12. Parkinson's Disease

The occurrence of Parkinson's disease where there is an associated neurological deficit that results in permanent inability to perform independently at least three of the activities of daily living as defined below.

- i) Transfer: Getting in and out of bed without requiring external physical assistance
- ii) Mobility: The ability to move from one room to another without requiring any external physical assistance
- iii) Dressing: Putting on and taking of all necessary items of clothing without requiring any external physical assistance
- iv) Bathing/Washing: The ability to wash in the bath or shower (including getting in and out of the bath or shower) or wash by other means
- v) Eating: All tasks of getting food into the body once it has been prepared

Parkinson's disease secondary to drug and/or alcohol abuse is excluded.

12. End Stage Liver Disease

- i) Permanent and irreversible failure of liver function that has resulted in all three of the following: Permanent jaundice, and
- ii) Ascites, and
- iii) Hepatic Encephalopathy,

Liver disease secondary to alcohol or drug abuse is excluded.



13. Alzheimer's Disease

Clinically established diagnosis of Alzheimer's Disease (presenile dementia) resulting in a permanent inability to perform independently three or more activities of daily living- bathing, dressing/undressing, getting to and using the toilet, transferring from bed to chair or chair to bed, continence, eating/drinking and taking medication- or resulting in need of supervision and permanent presence of care staff due to the disease. These conditions have to be medically documented for at least 3 months

14. Surgery of Aorta

The actual undergoing of medically necessary Surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Traumatic Injury of the aorta is excluded

15. 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.

16. Deafness

Total and irreversible loss of hearing in both ears as a result of Illness or Injury. The 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.

17. Loss of Speech

- i. Total and irreversible 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, and Throat (ENT) specialist.
- ii. All psychiatric related causes are excluded.

Benefit Payable under Section I

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in this Policy, to pay the Sum Insured in relation to the Insured person as stated against Section I under Schedule on the occurrence of an Insured Event as stated above, under this Section.

1.2 Exclusions Applicable To Section I

The Company shall not be liable to make any payment directly or indirectly arising out of the following events:

- a) Any Pre-Existing Illness- Any Insured Event arising on account of or in connection with any Pre-Existing Illness
- b) If the Insured does not submit a medical certificate from the Medical Practitioner evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical / Surgical Procedure in relation to the claim of the particular Insured person.
- c) The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance (Waiting period is not applicable on renewal).
- d) "Expenses arising out of or howsoever connected to the internal congenital diseases or illnesses for the first 2 years of the Policy
- e) Any medical procedure or treatment, which is not medically necessary or not performed by a Medical Practitioner.
- f) Treatment relating to external congenital Illnesses.
- g) Birth control procedures and hormone replacement therapy.



- h) Any treatment/Surgery for change of sex or any cosmetic Surgery or treatment/ Surgery /complications/Illness arising as a consequence thereof.
- i) Treatment by a family member and self-medication or any treatment that is not scientifically recognized.

1.3 Specific Conditions Applicable To Section I:

The coverages under this Policy, for the specific Insured Person, shall terminate in the event of claim in respect of such Insured becoming admissible and accepted by the Company under this Section In consequence thereof no benefit shall be payable under any other Section of this Policy except under Section iv: fire and allied perils- dwelling & household contents, coverage under which shall be continued till the expiry of the policy.

2. SECTION II: PERSONAL ACCIDENT:

Insured Event: For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to any Insured Person, shall mean Injury sustained during the Policy Period which shall within twelve months of its occurrence be the sole and direct cause of

- a) Death or
- b) Permanent Total Disablement (more specifically defined herein below).

For the purposes of this Section, Permanent Total Disablement shall mean total and irrecoverable:

- 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; Provided that, such disablement shall as a direct consequence thereof permanently disable the Insured person from resuming his normal occupation or engaging in similar gainful employment.

2.1 Benefit Payable Under Section II:

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the Sum Insured as stated against Section II under Schedule, on occurrence of the Insured Event as stated above under this Section.

2.2.1 Exclusions Applicable To Section II:

The Company shall not be liable under this Section for:

- i. We shall not be liable for Payment under more than one of the categories specified (Death or Permanent Total Disablement) in the Benefit Payable in respect of the Insured Person.
- ii. Payment of Compensation in respect of Insured Event which occurs whilst the Insured person is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured 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;
- iii. Payment of Compensation in respect of death, Injury or disablement of Insured person (a) from engaging in or participation in adventure sports including but not limited to 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, participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the Policy (b) directly or indirectly caused by venereal disease or insanity;



- iv. Payment of Compensation in respect of death or Permanent Total Disablement arising from or resulting directly or indirectly from any Illness to any Insured Person.
- v. No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Medical Practitioner or from which the Insured person suffered or which was present before the commencement of the Policy Period

2.2.2 Special Conditions Applicable To Section II:

The coverages under this Policy, for the specific Insured Person, shall terminate in the event of claim in respect of that Insured Person becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except under Section iv: fire and allied perils- dwelling & household contents, coverage under which shall be continued till the expiry of the policy.

3. SECTION III: LOSS OF JOB

Insured Event: For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to any Insured Person, shall mean termination from employment of the Insured Person or his dismissal, temporary suspension or retrenchment from employment imposed on him by the employer during the Policy Period as per the employer's rules/regulations or executed/implemented by the employer in compliance of any laws for the time being in force or any directives by any Public Authority.

3.1 Benefit Payable Under Section III:

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay, on occurrence of the Insured Event as stated above under this Section, in relation to the Insured Person maximum of 3 EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule of this Policy) after the commencement of the Insured Event till the reinstatement of employment with the same employer or new employer or expiry of Policy Period, whichever is earlier, subject to a maximum of Sum Insured as stated under Schedule against Section III for the Insured Person mentioned in the Policy. In case of term loan, the amount payable is 3 months pro-rata proportion of total loan amount.

3.2 Exclusions Applicable to Section III:

- i) The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured person being attributed 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.
- ii) The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
 - a) Self-employed persons;
 - b) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
 - c) Any voluntary unemployment;
 - d) Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period (Waiting period is not applicable on renewal or for accidents).



- iii) Any unemployment from a job under which no salary or any remuneration is provided to the Insured person.
- iv) Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
- v) Any unemployment due to resignation, retirement whether voluntary or otherwise
- vi) Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.

3.3 Specific Conditions Applicable to Section III

- i) A claim under this section shall become admissible provided the period of termination, dismissal, temporary suspension or retrenchment from employment of the Insured Person shall not be less 30 consecutive days (“Retrenchment Period”).
- ii) The benefit under Section III is available only for salaried employees.
- iii) The cover as described under this Section, for specific Insured Person, shall terminate in the event of claim in respect of that Insured becoming admissible and accepted by the Company under this Section and the Company admitting liability against Section III for the Insured Person under Schedule.

CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION I, SECTION II and SECTION III

Claim Documents for Section I

CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION I

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated to the Company within **forty five (45)** days date of first diagnosis of the Illness, date of surgical procedure or date of occurrence of the medical event as the case may be and the Insured shall arrange for submission of the following documents to the Company:

1. Certificate from the attending Doctor of the Insured Person confirming, inter alia,
 - a. name of the Insured person;
 - b. name, date of occurrence and medical details of the Insured Event
 - c. confirmation that the Insured Event does not relate to any Pre-Existing Illness or any Illness or Injury which existed within the first 90 days of commencement of Period of Insurance.
2. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. Duly completed claim forms;
4. Original Discharge Certificate/ Card from the hospital/ Doctor or their copies;
5. Original investigation test reports or their copies,
6. Indoor case papers, if required.

Claims documents for Section II

- (i) Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company as soon as possible but not later than 30 days from the date of its occurrence.
- (ii) The Insured shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.



- (iii) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- (iv) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured person on the occasion of any alleged Injury when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days.

The Company shall not be liable to pay any claims under this Section II unless the claim under the Policy is accompanied by the following documents:

1. Duly completed claim form;
2. Doctor's Report;
3. First Information Report and Final Police report, wherever necessary;
4. Death certificate, wherever applicable;
5. Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury etc.;
6. Disability certificate from a Doctor or hospital confirming the extent and nature of disability;
7. Post mortem report, if the same was conducted;
8. Certificate, from the Insured stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.

Claim documents for Section III

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated by the Insured to the Company within thirty (30) days from the date of termination from employment of the Insured person or his dismissal, temporary suspension or retrenchment from employment as the case may be and the Insured shall arrange for submission of the following documents to the Company:

Duly completed claim form;

- i) Certificate if applicable from the Bank stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
- ii) Certificate from the employer of the Insured person confirming the termination, dismissal, temporary suspension or retrenchment from employment of the Insured person furnishing the date of termination, dismissal, temporary suspension or retrenchment from employment of the Insured person with the reasons for the same. In case of temporary suspension the period of suspension should also be mentioned in such certificate

Insurer's obligations

1. Insurer shall settle claim(s), including its rejection, within 30 (thirty days) of the receipt of the last necessary claim document
2. Insurer shall have no liability under this Policy, once the Sum Insured (Maximum Limit of Liability) with respect to any of the Sections, is exhausted by Insured.
3. All admissible claim under this Policy shall be paid by Insurer within 7 working days from date of acceptance of such a claim. In case of delay in the payment, Insurer shall be liable to pay interest at a rate which is 2% above bank rate prevalent at the beginning of the financial year in which claim is reviewed by Insurer.
4. Insurer shall condone delay on merit for delayed claims where the delay is proved to be beyond Insured's control.

EXCLUSIONS APPLICABLE TO SECTION I, SECTION II AND SECTION III

The Company shall not be liable for any loss or damage under this Policy:

1. Arising or resulting from the Insured person committing any breach of the law with criminal intent



2. “War, invasion, act of foreign enemy, hostilities (whether War be declared or not) Civil War, rebellion, evolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all Heads of State and citizens of whatever nation and all kind and acts of Terrorism, Nuclear weapon induced treatment or taking active part in Riot, Strike, malicious acts”.
3. Directly or indirectly caused by or contributed to/by or arising from 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
4. Directly or indirectly caused by or contributed to/by or arising from nuclear weapon materials.
5. Directly or indirectly caused by or contributed to/by or arising out of usage, consumption or abuse of alcohol and/or drugs.
6. Arising out of or as a result of any act of self-destruction or self-inflicted Injury, attempted suicide or suicide.
7. 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.
8. Any consequential or indirect loss or expenses arising out of or related to any Insured Event unless otherwise covered in the policy.
9. Arising out of or resulting directly or indirectly due to or as a consequence of pregnancy or treatment traceable to pregnancy and childbirth, abortion, miscarriage and its consequences except if arises out of an accident, tests and treatment relating to infertility and in vitro fertilization.
10. Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during War or warlike operations.
11. Arising out of or resulting directly or indirectly caused by, resulting from or in connection with any act of Terrorism/sabotage 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/sabotage.

GENERAL CONDITIONS APPLICABLE TO THE SECTION I, II and III

Age Limit:

To be eligible to be covered under the Policy or get any benefits under the Policy, the Insured should have attained the age of at least 20 years and maximum entry age under policy is 65 years on the date of commencement of the Policy Period as applicable to such Insured.



4. SECTION IV: FIRE AND ALLIED PERILS - DWELLING & HOUSEHOLD CONTENTS

Scope of Cover:

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

I. Fire

Excluding destruction or damage caused to the property insured by

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

II. Lightning

III. Explosion/Implosion

Excluding loss, destruction of or damage

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

IV. Aircraft Damage

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

V. Riot, Strike and Malicious Damage

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

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

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an “add on cover” the words “excluding those resulting from earthquake volcanic eruption or other convulsions of nature” shall stand deleted.)

VII. Impact Damage

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

- a) the Insured or any occupier of the premises or insured's family



VIII. Subsidence and Landslide including Rock slide

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

- a) The normal cracking, settlement or bedding down of new structures
- b) The settlement or movement of made up ground
- c) Coastal or river erosion
- d) Defective design or workmanship or use of defective materials
- e) Demolition, construction, structural alterations or repair of any property or ground works or excavations.

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

X. Missile testing operations

XI. Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- a) Repairs or alterations to the buildings or premises
- b) Repairs, Removal or Extension of the Sprinkler Installation
- c) Defects in construction known to the Insured.

XII. Bush Fire

Excluding loss, destruction or damage caused by Forest Fire.

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

(A) GENERAL EXCLUSIONS

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



- 9) Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
- 10) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, and Malicious Damage cover.
- 11) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
- 12) Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

(B) GENERAL CONDITIONS

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

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

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

- 3) Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company :-
 - a) If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
 - b) If the interest in the property passes from the insured otherwise than by will or operation of law.
- 4) This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
- 5) This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated by the Company, on grounds of mis – representation, non-disclosure of material facts, fraud or non co-operation of the insured
- 6) i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
 - a) A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
 - b) Particulars of all other insurances, if any



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

No claim under this policy shall be payable unless the terms of this condition have been complied with

- ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 7) On the happening of loss or damage to any of the property insured by this policy, the Company may
 - a) Enter and take and keep possession of the building or premises where the loss or damage has happened.
 - b) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
 - c) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
 - d) Sell any such property or dispose of the same for account of whom it may Concern.

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

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

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

- 8) If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
- 9) If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the insured shall at



his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

- 10) If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
- 11) If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.
- 12) The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
- 13) If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

- 14) Every notice and other communication to the Company required by these conditions must be written or printed.
- 15) At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the insured to the Company.



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

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

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, 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 organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty 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.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Special Exceptions

The Company shall not be liable in respect of loss or damage to:-

1. Articles of consumable nature
2. Livestock, motor vehicles and pedal cycles
3. Money, securities for money, stamps, bullion, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts unless separately specified.

SPECIAL CONDITION APPLICABLE TO SECTION IV

A) If the property hereby Insured shall at the breaking out of any fire or at the commencement of destruction of or damage by any of the Insured Perils be collectively of greater value than the Sum Insured thereon, then insured shall be considered as insured's own insurer for the difference and shall bear a ratable Proportion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property Insured shall at the event of such fire or at the commencement of such destruction damage be not less than 85% of the collective value of the Property Insured, this condition shall be of no purpose and effect.

1. Reasonable care:

The Insured must take all reasonable steps to protect the property Insured, prevent damage or Accidents and maintain the property Insured in a sound condition.



2. Alteration of Risk:

The cover afforded under this Policy shall be suspended and no payment shall be made hereunder if:

- I. The Insured carries on any business at the Insured premises other than the business stated in the Proposal
- II. There is any material changes in the facts and matters stated in the proposal
- III. The ownership of the building, stocks / contents / any other Insured property passes from the Insured to any other person or entity otherwise than by the operation of the law of succession as applicable.

B)

- i. In the event of claim in respect of the Insured becoming admissible and accepted by the Company under the Section I: major medical illnesses & surgical procedures or Section II: personal accident and the Company admitting liability against any of these sections and further cessation of the policy thereon, the cover under this section shall be continued till the expiry of the policy.
- ii. Post expiry of the policy insured can be offered with an option of continuing the cover with our other similar or closely similar products at the time of renewal.

STANDARD TERMS AND CONDITIONS

1. Geographical Limits

The Geographical Limit of this Policy and jurisdiction shall be India except Personal accident cover, under which Accidental Bodily Injuries sustained during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered.

All claims under this Policy shall be settled in Indian Rupees only.

2. Incontestability and Duty of Disclosure

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

3. Observance of terms and conditions

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

4. No constructive notice

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

Every notice and other communication required must be given in written to the company.

5. Notice of charge etc.

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

The condition shall not be applicable for Section IV.

6. 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.



7. Right to Inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall, in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required to do so by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

8. Fraudulent claims

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

9. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

10. Arbitration Clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/ difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/ difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

11. Contribution

If at the time of a claim there is another insurance Policy or other contract in the insured's name which covers insured for the same expense or loss, the company will only pay it's proportionate share of the loss. The company's Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss.

This clause will not be applicable for Section I, II and III under the policy.

12. Subrogation

Insured shall do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the



company are or would become entitled upon the company making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Insured shall not prejudice these subrogation rights in any manner and shall provide the company with whatever assistance or cooperation is required to enforce such rights. Any recovery the company make pursuant to this clause shall first be applied to the amounts paid or payable by the company under this Policy and Our costs and expenses of affecting a recovery, where after the company shall pay any balance remaining to the insured.

This clause will not be applicable for Section I, II and III under the policy.

13. Free Look period

We shall give insured a Free Look Period at the inception of the Policy and:

1. 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 insured have not made any claim during the Free Look period, insured shall be entitled to
 - a) A refund of the premium paid less any expenses incurred by the company on insured's medical examination and the stamp duty charges or;
 - b) where the risk has already commenced and the option of return of the Policy is exercised by insured, 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/Termination

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts as sought to be declared on the Proposal Form or non-cooperation by the Insured/ Policyholder, by giving fifteen(15) days' notice in writing by registered post / acknowledgement due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (15) days' notice in writing to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice cancel the Policy and retain the premium for the period his Policy has been in force at the Company's short period scale as mentioned in Schedule provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

Premium Refund:

Particulars	1 year	2 year	3 year
Within 1 Month	60%	65%	65%
From 1 Month to 3 Months	50%	60%	60%
From 3 Months to 6 Months	35%	50%	55%
From 6 Months to 9 Months	15%	40%	50%
From 9 Months to 12 Months	Nil	35%	45%
From 12 Months to 18 Months	Nil	15%	35%
From 18 Months to 24 Months	Nil	Nil	20%
From 24 Months to 30 Months	Nil	Nil	10%
From 30 Months to 36 Months	Nil	Nil	0%

15. Renewal

- a. All the covers opted for shall be renewed till the loan tenure or lifetime of insured whichever is earlier, except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by any Insured Persons



- b. The Renewal of a Policy sought by Insured shall not be denied arbitrarily. If denied, Company shall provide Insured with cogent reasons for such denial of Renewal.
- c. This policy shall not be renewed and the insured shall not be eligible for any new similar policy(ies) if the claim is paid or admitted under section I or section II.
- d. The company may condone delay in Renewal up to 30 days from the due date of Renewal without deeming such condonation as a Break in Policy. However coverage shall not be available for such period.
- e. If the insured move into a higher age band, the premium will increase at the next Renewal. However, this Policy will not be subject to any alteration in premium rates generally introduced until the next Renewal.
- f. If the Policy is not renewed within the Grace Period then Company may agree to issue a fresh Policy subject to underwriting criteria and no continuing benefits shall be available from the expired Policy.
- g. We shall provide the insured with a substitute health insurance product if the insured have reached maximum renewable age under the Policy.
- h. All premiums are payable in advance of any cover under this Policy being provided.
- i. The basic premium applicable under the Policy may be revised at a later stage subject to approval from IRDAI.
- j. If a claim is ascertained in case of loss of employment cover and the insured is eligible for renewal, the insured can renew the loss of employment cover subject to him/her being employed at the time of renewal.

16. Continuity

In the event of the Policy where insured have attained maximum Renewal age under the Policy, Insured shall have the option of taking a substitute health insurance Policy from the company without any benefit of continuity of cover for any additional benefits that insured may have enjoyed under the Loan Secure Insurance Policy and for which additional premium has been charged. In such an event, all the waiting periods as stipulated under the substitute policy will be applicable with due adjustment for the uninterrupted period in completed years for which insured were covered under the Loan Secure Insurance Policy issued by the company. However, any such benefit would be restricted to the maximum of insured's eligibility of Sum Insured under the substitute policy or the Sum Insured enjoyed by insured under the Loan Secure Insurance Policy whichever is lower. Also, all the underwriting rules and regulations of the substitute health insurance Policy issued by the company would be applicable for acceptance of such risk.

We also agree that no loading on premium shall be applicable on the insured's individual claims experience basis.

17. Substitute Product

In case the company may decide to withdraw this product under which this Policy is issued to insured or where insured have reached the maximum renewal age under the Policy issued by the company, The company shall provide insured with an option to buy a substitute health insurance Policy from the company.

Insured will be given the Portability credit based on the number of years of continuous and uninterrupted insurance cover under this Policy towards the waiting periods in the new substitute health insurance Policy issued by the company.

23. Withdrawal/Modifications:

We shall give insured notice in the event the company may decide to revise, modify or withdraw the product. Such notice shall be given to insured at least three months prior the date when such modification or revision or withdrawal comes into effect. the company also promise insured that

- i. In case of modification or revision, the notice given to insured shall detail the reasons for such revision or modification, in particular the reason for an increase in premium (if any) and the quantum of such increase.



- ii. The product shall be withdrawn only after due approval from the Insurance Regulatory and Development Authority of India. However, if insured do not respond to the company's intimation in case of such withdrawal, the Policy shall be withdrawn on the Renewal date and the company shall provide insured with an option to migrate to a substitute product offered by the company, subject to portability conditions
- iii. Policies whose renewal will be within 90 days of withdrawal will be given choice for one time renewal of existing policy, others will have the choice to migration to substitute health insurance policy/modified product.

24. Notices and Claims

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

- **Address: Universal Sompo General Insurance Co. Ltd.**
Express IT Park, Plot No. EL-94, T.T.C. Industrial Area, M.I.D.C., Mahape,
Navi Mumbai-400710
- **Toll Free Numbers:** 1-800-5142
- **Landline Numbers:** (022)- 39635200
- **E-mail Address:** contactus@universalsompo.com
- **Fax Numbers:** 1800-200-9134

Note: Please include Your Policy number for any communication with us.

Claims Intimation

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1-800-00-5132 or on chargeable numbers at +91-22-39635200. Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability.

In case of any discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.

18. Grievances

Level 1 -

- In case the Insured is aggrieved in any way, he/she may register a grievance or Complaint by visiting Company's website or write to the Company on contactus@universalsompo.com.
- The Insured may also contact the Branch from where he/she has bought the Policy or the Complaints Coordinator who can be reached at the Company's Registered Office.
- The Insured may also contact on Our- Toll Free Numbers: Toll Free Numbers: 1-800-5142 and Landline Numbers: (022)- 39635200 (chargeable)

Level 2 –

- The Insured can also visit the Company's website and click under links [Grievance Notification](#)
- The Insured can also send direct mail to the concerned authorities at rajiv.kumar@universalsompo.com

Level 3 - If the issue still remains unresolved, the Insured may, subject to vested jurisdiction, approach

- IRDAI- IGMS - <http://igms.irda.gov.in> for grievances redressal
- Insurance Ombudsman for the redressal of Your grievance.

The details of Insurance Ombudsman are available below and are also available on <http://www.gbic.co.in/ombudsman.html>



AHMEDABAD

Office of the Insurance Ombudsman,
2nd floor, Ambica House,
Near C.U. Shah College,
5, Navyug Colony, Ashram Road,
Ahmedabad – 380 014.
Tel.: 079 - 27546150 / 27546139
Fax: 079 - 27546142
Email: bimalokpal.ahmedabad@gbic.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.
Tel.: 080 - 26652048 / 26652049
Email: bimalokpal.bengaluru@gbic.co.in

BHOPAL

Office of the Insurance Ombudsman,
Janak Vihar Complex, 2nd Floor,
6, Malviya Nagar, Opp. Airtel Office,
Near New Market,
Bhopal – 462 003.
Tel.: 0755 - 2769201 / 2769202
Fax: 0755 - 2769203
Email: bimalokpal.bhopal@gbic.co.in

BHUBANESHWAR

Office of the Insurance Ombudsman,
62, Forest park,
Bhubneshwar – 751 009.
Tel.: 0674 - 2596461 / 2596455
Fax: 0674 - 2596429
Email: bimalokpal.bhubaneswar@gbic.co.in

CHANDIGARH

Office of the Insurance Ombudsman,
S.C.O. No. 101, 102 & 103, 2nd Floor,
Batra Building, Sector 17 – D,
Chandigarh – 160 017.
Tel.: 0172 - 2706196 / 2706468
Fax: 0172 - 2708274
Email: bimalokpal.chandigarh@gbic.co.in

CHENNAI

Office of the Insurance Ombudsman,
Fatima Akhtar Court, 4th Floor, 453,
Anna Salai, Teynampet,
CHENNAI – 600 018.
Tel.: 044 - 24333668 / 24335284
Fax: 044 - 24333664
Email: bimalokpal.chennai@gbic.co.in

DELHI

Office of the Insurance Ombudsman,
2/2 A, Universal Insurance Building,
Asaf Ali Road,
New Delhi – 110 002.
Tel.: 011 - 23239633 / 23237532
Fax: 011 - 23230858
Email: bimalokpal.delhi@gbic.co.in

GUWAHATI

Office of the Insurance Ombudsman,
Jeevan Nivesh, 5th Floor,
Nr. Panbazar over bridge, S.S. Road,
Guwahati – 781001(ASSAM).
Tel.: 0361 - 2132204 / 2132205
Fax: 0361 - 2732937
Email: bimalokpal.guwahati@gbic.co.in

HYDERABAD

Office of the Insurance Ombudsman,
6-2-46, 1st floor, "Moin Court",
Lane Opp. Saleem Function Palace,
A. C. Guards, Lakdi-Ka-Pool,
Hyderabad - 500 004.
Tel.: 040 - 65504123 / 23312122
Fax: 040 - 23376599
Email: bimalokpal.hyderabad@gbic.co.in

JAIPUR

Office of the Insurance Ombudsman,
Jeevan Nidhi – II Bldg., Gr. Floor,
Bhawani Singh Marg,
Jaipur - 302 005.
Tel.: 0141 - 2740363
Email: Bimalokpal.jaipur@gbic.co.in

ERNAKULAM

Office of the Insurance Ombudsman,
2nd Floor, Pulinat Bldg.,
Opp. Cochin Shipyard, M. G. Road,
Ernakulam - 682 015.
Tel.: 0484 - 2358759 / 2359338
Fax: 0484 - 2359336
Email: bimalokpal.ernakulam@gbic.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@gbic.co.in

LUCKNOW

Office of the Insurance Ombudsman,

MUMBAI

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@gbic.co.in**

**3rd Floor, Jeevan Seva Annexe,
S. V. Road, Santacruz (W),
Mumbai - 400 054.
Tel.: 022 - 26106552 / 26106960
Fax: 022 - 26106052
Email: bimalokpal.mumbai@gbic.co.in**

**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@gbic.co.in**

**PATNA
Office of the Insurance Ombudsman,
1st Floor, Kalpana Arcade Building,,
Bazar Samiti Road,
Bahadurpur,
Patna 800 006.
Tel.: 0612-2680952
Email: bimalokpal.patna@gbic.co.in**

**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@gbic.co.in**

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



Annexure I

ADDITIONAL CLAUSES

AC1: For Reducing Sum Insured covers

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

- i) The Principal Outstanding in the books of the Bank/Financial Institution as on the date of occurrence of the Insured Event; or
- ii) The Principal Outstanding as per the amortization Schedule prepared by Bank/Financial Institution. In the event the Sum Insured as appearing against Section I & II of the Schedule of the Policy is less than the total of the actual Loan disbursed upto the date of the occurrence of the Insured Event, then the Amortization Schedule shall be calculated as if the actual Loan disbursed was equivalent to the Sum Insured; or
- iii) The Sum Insured as appearing against Section I & II of the Schedule

N.B. Reducing Sum Insured option is available only for 3 year policy tenure.

AC2: Premium Refunds:

Notwithstanding anything to the contrary contained in the Policy, the refund of premium under the Policy shall be as under

In the event of full prepayment of the Loan by the Insured, the Company shall refund a portion of the premium subject to the terms and conditions of the Policy as per the rates mentioned below:

Particulars	1 year	2 year	3 year
Within 1 Month	60%	65%	65%
From 1 Month to 3 Months	50%	60%	60%
From 3 Months to 6 Months	35%	50%	55%
From 6 Months to 9 Months	15%	40%	50%
From 9 Months to 12 Months	Nil	35%	45%
From 12 Months to 18 Months	Nil	15%	35%
From 18 Months to 24 Months	Nil	Nil	20%
From 24 Months to 30 Months	Nil	Nil	10%
From 30 Months to 36 Months	Nil	Nil	0%

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

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of that Insured shall forthwith terminate and the Company shall not be liable hereunder.

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



AC3: Survival Period:

Notwithstanding anything to the contrary stated herein the Company shall not be liable to make any payment arising out of any claim under Section I for any Insured if the Insured does not survive a period of at least 90 days after the date of occurrence Insured Event.

Endorsements – Available with Section IV on payment of additional Premium

AC 6: Earth quake (Fire and Shock) Coverage Clause

“In consideration of the payment by the Insured to the Company of the sum of _____ additional premium, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this Policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide/Rockslide resulting there from.

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

Special conditions:

1. Excess clause - 5% of each and every claim subject to a minimum of Rs. 10,000/-
2. Extension cover shall be granted only if the entire property in one complex/compound/location covered under the policy is extended to cover this risk and the Sum Insured for this extension is identical to the sum Insured against the risk covered under main policy except for the value of the plinth and foundations of the building(s).
3. **Onus of proof:** In the event of the Insured making any claim for loss or damage under this Policy, he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake

AC7: Terrorism Damage Cover Endorsement (Material Damage only)

A. Insuring Clause

Subject otherwise to the terms, exclusions, provisions and conditions contained in the Policy and in consideration of the payment by the Insured to the Company of additional premium as stated in the Schedule, it is hereby agreed and declared that notwithstanding anything stated in the ‘Terrorism Risk Exclusion’ of this Policy to the contrary, this Policy is extended to cover physical loss or physical damage occurring during the period of this Policy caused by an act of Terrorism, subject to the exclusions, limits and excess described hereinafter.

For the purpose of this cover, an act of Terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of Terrorism by the duly empowered government or Military Authority.



Provided that if the Insured is eligible for indemnity under any government Compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

For the purpose of the aforesaid inclusion clause, "Military Authority" shall mean armed forces, para military forces, police or any other authority constituted by the government for maintaining law and order.

B. Losses Excluded

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

- i) loss by seizure or legal or illegal occupation;
- ii) loss or damage caused by:
 - voluntary abandonment or vacation,
 - confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
- iii) loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- iv) loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- v) loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
- vi) loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
- vii) any fine, levy, duty, interest or penalty or cost or Compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- viii) loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
- ix) loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
- x) loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
- xi) any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
- xii) loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
- xiii) loss or increased cost as a result of threat or hoax;
- xiv) loss or damage caused by or arising out of burglary, house - breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of Terrorism;
- xv) loss or damage caused by mysterious disappearance or unexplained loss;
- xvi) loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;



- xvii) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

C. Excess

1% of the Sum Insured for each and every claim subject to minimum of INR 10,000 and maximum of INR 500,000 (residences).

D. Cancellation Clause

Notwithstanding the cancellation provisions relating to the basic insurance Policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the Period of Insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a Policy is cancelled and rewritten mid-term purely for the purpose of coinciding with the accounting year of the Insured, pro-rate refund of the cancelled Policy premium will be allowed.

If the cancellation is for any other purpose, refund of premium will only be allowed after charging short term scale rates.

Note: The definitions, terms and conditions of main Policy save as modified or endorsed herein shall apply.