MAGMA
General Insurance Limited

Loan Guard

Policy Wordings

Magma General Insurance Limited (erstwhile Magma HDI General Insurance Company Limited) | www.magmainsurance.com | E-mail: customercare@magmainsurance.com | Toll Free: 1800 266 3202 | Registered Office: Equinox Business Park, Tower 3, Ambedkar Nagar, 2nd Floor, Unit Number 1B & 2B, LBS Marg, Kurla (West), Mumbai - 400070, Maharashtra, India. | CIN: U66000MH2009PLC460693| IRDAI Reg. No. 149 | Loan Guard | Product UIN: MAGHLGP25037V042425 | For complete list of details on exclusions, risk factors, terms & conditions, please read the policy documents carefully before concluding a sale. | Trade Logo displayed above belongs to Magma Ventures Private Limited and is used by Magma General Insurance Limited under license. | Chat with MIRA on our website or say “Hi” on WhatsApp No. 7208976789 (PW.LG.ver25.11.25)

Magma General Insurance Limited ("the Company"), having received a Proposal and the premium from the Proposer for the insured members in the group 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 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.
This Policy document contains the details of the Sections, including the optional covers, that are available to You (as mentioned in Your Certificate of Insurance) from amongst the Section I to Section VIII.

Part I: Definitions:

i. Common Definitions applicable to all Sections

1. **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'Etat, and the consequences of Martial law.
2. **We/Us/Our/Company** means Magma General Insurance Limited.
3. **You/Your:** It means the person(s) named as Insured in the Policy Schedule and Certificate of Insurance
4. **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
5. **Foreign War** means armed opposition, whether declared or not between two countries
6. **Insured** means the Individual(s) whose name(s) are specifically appearing as such in Policy schedule and Certificate of Insurance of this Policy. 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.
7. I**nsured Event** means any event specifically mentioned as covered under this Policy.
8. **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 Policy schedule and Certificate of Insurance.
9. **Policy Period** means the period commencing from Policy start date and time as specified in the Schedule and Certificate of Insurance and terminating at midnight on the Policy end date as specified in the Schedule and Certificate of Insurance to this Policy.
10. **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
11. **Policyholder** means the entity or person named as such in the Schedule and Certificate of Insurance.
12. **Terrorism** means activities against persons, organizations or property of any nature:
    1) 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

2) 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.

13. **Grace Period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.
Provided the insurers shall offer coverage during the grace period, if the premium is paid instalments during the policy period.
14. **Group**: A Group should consist of persons who assemble together with a commonality of purpose or engaging common economic activity like employees of a Company. Non Employer-employee groups like employee welfare associations, holders of credit cards/ debit cards issued by Banks/ specific Company, customers of a particular business where insurance is offered as an add on benefit, borrowers of Banks, professional associations or societies may be also treated as Group provided President/ Secretary/ Manager/ Group Organizer in his capacity as organizer of the Group has an authority from majority of members of the Group to arrange insurance on their behalf or is doing so as part of a necessary security for other matters such as Bank on the life of borrowers. For employer-employee Groups, the scheme may be either contributory or non-contributory and there will be no limit to employer contributions.
There should be a clearly evident relationship between the member and the group manager for services other than insurance. While a homogeneous group of persons may decide to buy a group insurance policy to achieve saving in cost, a person negotiating "group" rates and then going round finding members to insure will not be considered as a legitimate group.

ii. Definitions

For the purposes of this Policy, the following words shall have the meanings as set forth below:

1. **Accident** means a sudden, unforeseen and involuntary event caused by external and visible and violent means.
2. **Accidental Death** means death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.
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. **Compensation** means Sum Insured or percentage of the Sum Insured, as appropriate.

5. **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.
6. **Deductible or Excess** is a cost-sharing requirement under the policy that provides that the Company will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the Insurer. A deductible does not reduce the sum insured.
7. **EMI or EMI Amount**[1] 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.
8. **Illness** means sickness or a disease or pathological condition leading to the impairment of Normal physiological function and requires Medical treatment.
    a. **Acute Condition**- Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease, illness or injury which leads to full recovery.
    b. **Chronic condition**-A chronic condition is defined as a disease, illness or injury that has one or more of the following characteristics:
        - it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests.
        - it needs ongoing or long-term control or relief of symptoms.
        - it requires rehabilitation for the patient or for the patient to be specially trained to cope with it.
        - it continues indefinitely.
        - it recurs or is likely to recur.
9. **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.
10. **Medical Practitioner** means a person who holds a valid registration from the medical council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
11. **Migration** means a facility provided to policyholders (including all members under family cover and group policies), to transfer the credits gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.
12. **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.
13. **Permanent Total Disablement** means disablement, as the result of a Bodily Injury, which is confirmed as total, continuous and permanent by a physician or panel of physicians.
14. **Physical Separation** means as regards the hand actual separation at or above the wrists, and as

[1] **EMI refers to the EMI or Pre EMI on the loan or the Sum Insured, whichever is lower, on the date of the Insured Event.**

regards the foot means actual separation at or above the ankle.

15. **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.
16. **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.
17. **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.
18. **Pre-Existing Disease means** any condition, ailment, injury or disease:
    a. that is /are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or
    b. for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.
19. **Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer.
20. **Relaxation Period** means the specified period of time immediately following the premium instalment due date during which a payment can be made to continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage will be available during this period provided instalment is paid before the Relaxation period gets over. Policy will be automatically terminated if the due instalment is not received within this specified time...
21. **Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.
22. **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside.
23. **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.
24. **War** means war, whether declared or not or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
25. **Medically necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

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

26. **Congenital Anomaly** means a condition which is present since birth, and which is abnormal with

reference to form, structure or position.

a. Internal Congenital Anomaly: Congenital anomaly which is not in the visible and accessible parts of the body.
b. External Congenital Anomaly: Congenital anomaly which is in the visible and accessible parts of the body.

27. **Medical Advise** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
28. **Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
29. **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 credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
30. **Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
31. **Surgery or Surgical Procedure m**eans 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.
32. **Break in policy** means the period of gap that occurs at the end of the existing policy term/installment premium due date, when the premium due for renewal on a given policy or installment premium due is not paid on or before the premium renewal date or grace period.
33. **Specific waiting period** means a period up to 36 months from the commencement of a health insurance policy during which period specified diseases/treatments (except due to an accident) are not covered. On completion of the period, diseases/treatments shall be covered provided the policy has been continuously renewed without any break.
34. **Complaint or Grievance** means written expression (includes communication in the form of electronic mail or voice based electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.
    Explanation: An inquiry or service request would not fall within the definition of the “complaint” or “grievance”.
35. **Complainant** means a policyholder or prospect or nominee or assignee or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer and /or distribution channel.
36. **Mis-selling** includes sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by
    a. exercising undue influence, use of dominant position or otherwise, or
    b. making a false or misleading statement or misrepresenting the facts or benefits, or
    c. concealing or omitting facts, features, benefits, exclusions with respect to products, or
    d. not taking reasonable care to ensure suitability of the policy to the prospects/ policyholders.
37. **Proposal form** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages terms and conditions of the cover to be granted.
38. **Prospectus** means a document either in physical or electronic format issued by the insurer to sell

or promote the insurance product.

iii. Additional Definitions applicable to Section VI

Detailed in respective sections.

iv. Additional Definitions Applicable to Section VII

A) **Indemnity Period:** The period beginning with the occurrence of the Damage and ending not later than 12 months thereafter during which the result of the business shall be affected in consequence of the Damage.
B) **Revenue:** The money paid or payable to you for goods sold and delivered and for services rendered in course of the business at the Premises less the relative amounts in respect of the purchase of goods
C) **Standard Revenue:** The Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity period. To which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations in or special circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which but for the damage would have been obtained during the relative period after the damage.
D) **Annual Revenue:** The Revenue during the period in the twelve months immediately before the date of the damage which corresponds with the Indemnity Period.

PART – II

A. BENEFITS, EXCLUSIONS, CLAIM SETTLEMENT PROCEDURE AND SPECIAL CONDITIONS UNDER THE POLICY

Section I "Critical Illness & Infections", Section II "Personal Accident" Section III "EMI Cover" and Section IV "Hospital Cash" are base sections. At least one section from Section I, II, III and IV is mandatory. Section I "Critical Illness & Infections" has two parts- "Critical Illness" & "Infectious Diseases"- any or both of these two can be opted on opting Section I.
Rest of the sections are optional and are applicable if opted by You, as specified in Policy Schedule and Your Certificate of Insurance.
If Base sections 1.A "Critical Illness" and Section II "Personal Accident" both are opted, the Sum insured shall be common for both these Sections and once a claim in either of these sections become payable, the coverage shall be terminated for that Insured Person for the Sections 1.A "Critical Illness", II "Personal Accident" and V "Loss of Job".
If Base sections 1.A "Critical Illness" is opted, once a claim in this base section becomes payable, the coverage shall be terminated for that Insured Person for the Sections 1.A "Critical Illness" and V "Loss of Job"
For Section I & II, Sum Insured basis can be:

A) Fixed Sum Insured:

The Sum Insured under the Policy shall be as per the Sum Insured opted as on risk start date of Policy and

shall remain the same for the complete tenure of the policy.

B) Reducing Sum Insured:

The Sum Insured under the Policy on the date of the Insured Event covered under Sections I.A & II for the purpose of calculation of claim shall be the least of the following:

1. The Principal Outstanding in the books of the Bank/Financial Institution as on the date of occurrence of the Insured Event; or
2. The Principal Outstanding as per the amortization schedule prepared by Bank/Financial Institution. In the event the Sum Insured as appearing against Section I.A & II 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

1. SECTION I: CRITICAL ILLNESS & INFECTIOUS DISEASES

This Section has two parts:
A. Critical Illness: It has options of choosing 9/12/15/18/25/35/50/60 CIs. Coverage shall be as opted by You as specified in Policy Schedule/ Certificate of Insurance.
B. Infectious Diseases: It has 5 sets of diseases. Coverage shall be for one or more sets as opted by You as specified in Policy Schedule/ Certificate of Insurance.

1.A Critical Illness

1.A.1 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 first diagnosis of (or first medical advice or treatment in relation to) any illness, medical event, or performance of any surgical procedure on the Insured Person, as specifically defined below after 90 days of the commencement of first Policy Period.

S.No.	Name of Critical illness	9 CI cover	12 CI cover	15 CI cover	18 CI cover	25 CI cover	35 CI cover	50 CI cover	60 CI cover
1	Cancer of specified severity	Y	Y	Y	Y	Y	Y	Y	Y
2	Kidney failure requiring regular dialysis	Y	Y	Y	Y	Y	Y	Y	Y
3	Multiple Sclerosis with persistent symptoms	Y	Y	Y	Y	Y	Y	Y	Y
4	Major Organ/Bone Marrow Transplant	Y	Y	Y	Y	Y	Y	Y	Y
5	Open Heart Replacement or Repair of Heart Valves	Y	Y	Y	Y	Y	Y	Y	Y
6	Open Chest CABG	Y	Y	Y	Y	Y	Y	Y	Y
7	Stroke resulting in permanent symptoms	Y	Y	Y	Y	Y	Y	Y	Y
8	Permanent Paralysis of Limbs	Y	Y	Y	Y	Y	Y	Y	Y
9	Myocardial Infarction (First	Y	Y	Y	Y	Y	Y	Y	Y

	Heart Attack of specified severity)								
10	Coma of specified severity	-	Y	Y	Y	Y	Y	Y	Y
11	Parkinson's Disease	-	Y	Y	Y	Y	Y	Y	Y
12	Benign Brain Tumor	-	Y	Y	Y	Y	Y	Y	Y
13	Alzheimer's Disease	-	-	Y	Y	Y	Y	Y	Y
14	End Stage Liver failure	-	-	Y	Y	Y	Y	Y	Y
15	Surgery of Aorta	-	-	Y	Y	Y	Y	Y	Y
16	Deafness	-	-	-	Y	Y	Y	Y	Y
17	Loss of Speech	-	-	-	Y	Y	Y	Y	Y
18	Third Degree Burns	-	-	-	Y	Y	Y	Y	Y
19	Motor Neuron Disease with Permanent Symptoms	-	-	-	-	Y	Y	Y	Y
20	Primary (idiopathic) Pulmonary Hypertension	-	-	-	-	Y	Y	Y	Y
21	Pulmonary Artery Graft Surgery	-	-	-	-	Y	Y	Y	Y
22	Muscular Dystrophy	-	-	-	-	Y	Y	Y	Y
23	Systemic Lupus Erythematosis with Lupus Nephritis	-	-	-	-	Y	Y	Y	Y
24	Pneumonectomy	-	-	-	-	Y	Y	Y	Y
25	Medullary Cystic Disease	-	-	-	-	Y	Y	Y	Y
26	Angioplasty	-	-	-	-	-	Y	Y	Y
27	Blindness	-	-	-	-	-	Y	Y	Y
28	End Stage lung failure	-	-	-	-	-	Y	Y	Y
29	Major Head Trauma	-	-	-	-	-	Y	Y	Y
30	Cardiomyopathies	-	-	-	-	-	Y	Y	Y
31	Terminal illness	-	-	-	-	-	Y	Y	Y
32	Fulminant Hepatitis	-	-	-	-	-	Y	Y	Y
33	Coronary Artery disease	-	-	-	-	-	Y	Y	Y
34	Bacterial Meningitis	-	-	-	-	-	Y	Y	Y
35	Multiple system Atrophy	-	-	-	-	-	Y	Y	Y
36	Creutzfeldt-Jakob disease	-	-	-	-	-	-	Y	Y
37	Aplastic anaemia – complete	-	-	-	-	-	-	Y	Y
38	Severe Rheumatoid Arthritis	-	-	-	-	-	-	Y	Y
39	Chronic Adrenal Insufficiency	-	-	-	-	-	-	Y	Y
40	Apallic Syndrome	-	-	-	-	-	-	Y	Y
41	Progressive Scleroderma	-	-	-	-	-	-	Y	Y
42	Brain Surgery	-	-	-	-	-	-	Y	Y
43	Hemiplegia	-	-	-	-	-	-	Y	Y
44	Tuberculosis Meningitis	-	-	-	-	-	-	Y	Y
45	Dissecting Aortic aneurysm	-	-	-	-	-	-	Y	Y
46	Progressive Supranuclear Palsy – resulting in permanent	-	-	-	-	-	-	Y	Y

	symptoms								
47	Myasthenia Gravis	-	-	-	-	-	-	Y	Y
48	Infective Endocarditis	-	-	-	-	-	-	Y	Y
49	Pheochromocytoma	-	-	-	-	-	-	Y	Y
50	Loss of limb	-	-	-	-	-	-	Y	Y
51	Cardiac Defibrillator insertion or Cardiac Pacemaker insertion	-	-	-	-	-	-	-	Y
52	Loss of independent existence	-	-	-	-	-	-	-	Y
53	Chronic Relapsing pancreatitis	-	-	-	-	-	-	-	Y
54	Poliomyelitis	-	-	-	-	-	-	-	Y
55	Myelofibrosis	-	-	-	-	-	-	-	Y
56	Pericardectomy	-	-	-	-	-	-	-	Y
57	Goodpasture's syndrome	-	-	-	-	-	-	-	Y
58	Severe Ulcerative Colitis	-	-	-	-	-	-	-	Y
59	Encephalitis – resulting in permanent symptoms	-	-	-	-	-	-	-	Y
60	Eisenmenger's Syndrome	-	-	-	-	-	-	-	Y

"Y" = Yes, means the disease is covered under the plan.

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

Nomenclature of Critical Illnesses:

1. **Cancer of Specified Severity**

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

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

below with mitotic count of less than or equal to 5/50 HPFs

2. **Kidney Failure requiring regular dialysis**

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

3. **Multiple Sclerosis with persisting symptoms**

The unequivocal diagnosis of definite Multiple Sclerosis confirmed and evidenced by all of the following:

- Investigations including typical MRI findings, which unequivocally confirm the diagnosis to be multiple sclerosis and
- There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Other causes of neurological damage such as SLE are excluded.

4. **Major Organ/ Bone Marrow Transplant**

The actual undergoing of a transplant of:

- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- Human bone marrow using hematopoietic stem cells

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
The following are excluded:
a) Other stem-cell transplants
b) Where only islets of langerhans are transplanted

5. **Open Heart Replacement or Repair of Heart Valves**

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

6. **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 breastbone) 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:
a) Angioplasty and/or any other intra-arterial procedures

7. **Stroke resulting in Permanent Symptoms**

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intra-cranial vessel, haemorrhage and embolisation 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. **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.

9. **Myocardial Infarction (First Heart Attack of Specified Severity)**

The first occurrence of heart attack or myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area.
The diagnosis should be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain).
- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponins I or T
- Other acute Coronary Syndromes
- Any type of Angina Pectoris
- A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

10. **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:

- No response to external stimuli continuously for at least 96 hours;
- Life support measures are necessary to sustain life.
- 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.

11. **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. Transferring: The ability to move from bed to an upright chair or wheelchair and vice versa.
ii. Mobility: The ability to move indoors from room to room on level surfaces.
iii. Dressing: The ability to put on, take, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
iv. Bathing/Washing: The ability to wash in the bath or shower (including getting in and out of the bath or shower) or wash satisfactorily by other means.
v. Feeding: The ability to feed oneself once food has been prepared and made available
vi. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.

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

12. **Benign Brain Tumor**

1. 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.
2. The brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist
    i. Permanent neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
    ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
3. The following are excluded:
    Cysts, Granulomas, Malformations in the arteries or veins of the brain, Haematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

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. **End Stage Liver Failure**

I. Permanent and irreversible failure of liver function that has resulted in all three of the following: -
    a) permanent jaundice, and
    b) ascites, and
    c) Hepatic encephalopathy

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

15. **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.

16. **Deafness**

Total and irreversible loss of hearing in both ears as a result of Illness or Accident. The diagnosis must be supported by pure tone audiogram test and certified by an ear, nose and throat specialist (ENT specialist). Total means "the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing" in both ears.

17. **Loss of Speech**

Total and irreversible loss of the ability to speak as a result of injury or disease to the vocal chords. The inability to speak must be established for a continuous period of 12 months. The diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

18. **Third Degree Burns**

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

19. **Motor Neuron Disease with Permanent Symptoms**

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

20. **Primary (Idiopathic) Pulmonary Hypertension**

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

a. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
b. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

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

21. **Pulmonary Artery Graft Surgery**

The undergoing of surgery requiring median sternotomy on the advice of a Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

22. **Muscular Dystrophy**

A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a Registered Doctor who is a consultant neurologist. The condition must result in the inability of the Life Insured to perform (whether aided or unaided) at least 3 of the 6 "Activities of Daily Living" for a continuous period of at least 6 months.
Activities of daily living:

- Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene.
- Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
- Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheelchair and vice versa.
- Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
- Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
- Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence

23. **Systemic Lupus Erythematosus with Lupus Nephritis**

A multi-system autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. In respect of this Policy, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a Registered Doctor specialising in Rheumatology and Immunology.
The WHO Classification of Lupus Nephritis:

Class I Minimal Change Lupus Glomerulonephritis
Class II Messangial Lupus Glomerulonephritis
Class III Focal Segmental Proliferative Lupus Glomerulonephritis
Class IV Diffuse Proliferative Lupus Glomerulonephritis
Class V Membranous Lupus Glomerulonephritis

24. **Pneumonectomy**

The undergoing of surgery on the advice of an appropriate Medical Specialist to remove an entire lung for disease or traumatic injury suffered by the life assured.

The following conditions are excluded:

- Removal of a lobe of the lungs (lobectomy)
- Lung resection or incision

25. **Medullary Cystic Disease**

Medullary Cystic Disease where the following criteria are met:

a. the presence in the kidney of multiple cysts in the renal medulla accompanied by the presence of tubular atrophy and interstitial fibrosis;
b. clinical manifestations of anaemia, polyuria, and progressive deterioration in kidney function; and
c. the Diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.
d. Isolated or benign kidney cysts are specifically excluded from this benefit.

26. **Angioplasty**

Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries.
I. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).
II. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.
III. Diagnostic angiography or investigation procedures without angioplasty/ stent insertion are excluded.

27. **Blindness**

I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
II. The Blindness is evidenced by:

i. corrected visual acuity being 3/60 or less in both eyes or;

ii. the field of vision being less than 10 degrees in both eyes.

III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

28. **End Stage Lung Failure**

End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:

i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less ($PaO_2 < 55mmHg$); and
iv. Dyspnea at rest.

29. **Major Head Trauma**

Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident.
I. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
III. The Activities of Daily Living are:

i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa.
iv. Mobility: the ability to move indoors from room to room on level surfaces.
v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
vi. Feeding: the ability to feed oneself once food has been prepared and made available.

IV. The following are excluded:

i. Spinal cord injury.

30. **Cardiomyopathies**

A diagnosis of cardiomyopathy by a Specialist Medical Practitioner (Cardiologist). There must be clinical impairment of heart function resulting in the permanent loss of ability to perform physical activities for a minimum period of 30 days to at least Class 3 of the New York Heart Association classification of functional capacity (heart disease resulting in marked limitation of physical activities where less than ordinary activity causes fatigue, palpitation, breathlessness or chest pain) and LVEF of 40% or less.
The following conditions are excluded:

- Cardiomyopathy secondary to alcohol or drug abuse.
- All other forms of heart disease, heart enlargement and myocarditis

31. **Terminal illness**

The conclusive diagnosis of an illness that is expected to result in the death of the Insured Person within 6 months. This diagnosis must be supported by a specialist and confirmed by the Company's appointed Doctor. The Company reserves the right for independent assessment.
Terminal illness due to AIDS is excluded.

32. **Fulminant Hepatitis**

A sub-massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

1) Rapid decreasing of liver size;

2) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
3) Rapid deterioration of liver function tests;
4) Deepening jaundice; and
5). Hepatic encephalopathy.

Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

33. **Coronary Artery Diseases**

The narrowing of the lumen of at least one coronary artery by a minimum of 75% and of two others by a minimum of 60%, as proven by coronary arteriography, regardless of whether or not any form of coronary artery Surgery has been performed. Coronary arteries herein refer to left main stem, left anterior descending circumflex and right coronary artery.

34. **Bacterial Meningitis**

Bacterial meningitis causing inflammation of the membranes of the brain or spinal cord resulting in permanent neurological deficit lasting for a minimum period of 30 days. It should result in a permanent inability to perform at least three of the Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons.
Permanent Neurological Deficit means Symptoms of dysfunction in the nervous system that is present on clinical examination and expected to last throughout the insured person's life. Symptoms that are covered include numbness, increased sensitivity, paralysis, localized weakness, difficulty with speech, inability to speak, difficulty in swallowing, visual impairment, difficulty in walking, lack of coordination, tremor, seizures, lethargy, dementia, delirium and coma.
The Activities of Daily Living are:

i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means.
ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances.
iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa.
iv. Mobility: the ability to move indoors from room to room on level surfaces.
v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene.
vi. Feeding: the ability to feed oneself once food has been prepared and made available.

35. **Multiple System Atrophy**

A diagnosis of multiple system atrophy by a Specialist Medical Practitioner (Neurologist). There must be evidence of permanent clinical impairment for a minimum period of 30 days of either:

- motor function with associated rigidity of movement; or
- The ability to coordinate muscle movement; or
- Bladder control and postural hypotension

36. **Creutzfeldt-Jacob disease**

Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A registered doctor who is a neurologist must make a definite diagnosis of Creutzfeldt-Jakob disease based on clinical assessment, EEG and imaging.
There must be objective neurological abnormalities on exam along with severe progressive dementia.

37. **Aplastic Anaemia:**

Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

a. Blood product transfusion;
b. Marrow stimulating agents;
c. Immunosuppressive agents; or
d. Bone marrow transplantation.

The diagnosis must be confirmed by a haematologist using relevant laboratory investigations including Bone Marrow Biopsy resulting in bone marrow cellularity of less than 25% which is evidenced by any two of the following:

a. Absolute neutrophil count of 500/mm^3 or less
b. Platelets count less than 20,000/mm^3 or less
c. Absolute Reticulocyte count of 20,000/mm^3 or less

Temporary or reversible Aplastic Anaemia is excluded. In this condition, the bone marrow fails to produce sufficient blood cells or clotting agents.

38. **Severe Rheumatoid Arthritis**

Unequivocal Diagnosis of systemic immune disorder of rheumatoid arthritis where all of the following criteria are met:

- Diagnostic criteria of the American College of Rheumatology for Rheumatoid Arthritis;
- Permanent inability to perform at least two (2) “Activities of Daily Living”;
- Widespread joint destruction and major clinical deformity of three (3) or more of the following joint areas: hands, wrists, elbows, knees, hips, ankle, cervical spine or feet;
- The foregoing conditions have been present for at least six (6) months. and
- Elevated levels of Creactive protein (CRP), or erythrocyte sedimentation rate (ESR)

39. **Chronic Adrenal Insufficiency**

An autoimmune disorder causing a gradual destruction of the adrenal gland resulting in the need for life long glucocorticoid and mineral corticoid replacement therapy. The disorder must be confirmed by a registered Medical Practitioner who is a specialist in endocrinology through one of the following:

- ACTH simulation tests;
- insulin-induced hypoglycemia test;
- plasma ACTH level measurement;
- Plasma Renin Activity (PRA) level measurement. Only autoimmune cause of primary adrenal insufficiency is included.

All other causes of adrenal insufficiency are excluded.

40. **Apallic Syndrome**

Apallic Syndrome or Persistent vegetative state (PVS) or unresponsive wakefulness syndrome (UWS) is a universal necrosis of the brain cortex with the brainstem remaining intact. The patient should be in a vegetative state for a minimum of four weeks in order to be classified as UWS, PVS, Apallic Syndrome.
The diagnosis must be confirmed by a Neurologist acceptable to Us and the condition must be documented for at least one month. In this condition, the patient with severe brain damage progresses who was in coma, progresses to a wakeful conscious state, but not in a state of true awareness.

41. **Progressive Scleroderma**

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

- Localised scleroderma (linear scleroderma or morphea);
- Eosinophilicfascitis; and
- CREST syndrome

42. **Brain Surgery**

The actual undergoing of Surgery to the brain under general anesthesia during which a craniotomy is performed.
Exclusion: Burr hole Surgery / brain Surgery on account of an Accident.

43. **Hemiplegia**

The total and permanent loss of the use of one side of the body through paralysis caused by Illness or Injury, except when such Injury is self-inflicted.

44. **Tuberculosis Meningitis**

Meningitis caused by tubercle bacilli. Such a diagnosis must be supported by 1) and 2) and 3)

1) Findings in the cerebrospinal fluid (csf) report ; and
2) Presence of acid fast bacilli in the cerebrospinal fluid or growth of M. Tuberculosis demonstrated in the culture report or Nucleic acid amplification tests like PCR ; and
3) Certification by a registered doctor who is a specialist in neurology, or a physician with a degree of MD

45. **Dissecting Aortic aneurysm**

A condition where the inner lining of the aorta (intima layer) is interrupted so that blood enters the wall of the aorta and separates its layers. For the purpose of this definition, aorta shall mean the thoracic and abdominal aorta but not its branches. The diagnosis must be made by a registered Medical Practitioner who is a specialist with computed tomography (CT) scan, magnetic resonance imaging (MRI), magnetic resonance angiograph (MRA) or angiogram. Emergency surgical repair is required.

46. **Progressive Supranuclear Palsy – resulting in permanent symptoms**

A definite diagnosis of progressive supranuclear palsy. confirmed by a registered doctor who is a specialist in neurology. There must be permanent clinical impairment of motor function, eye movement disorder and postural instability for a minimum period of 30 days.

47. **Myasthenia Gravis**

An acquired autoimmune disorder of neuromuscular transmission leading to fluctuating muscle weakness and fatigability, where all of the following criteria are met:

- Presence of permanent muscle weakness categorized as Class IV or V according to the Myasthenia Gravis Foundation of America Clinical Classification below; and
- The Diagnosis of Myasthenia Gravis and categorization are confirmed by a registered Medical Practitioner who is a neurologist.

Myasthenia Gravis Foundation of America Clinical Classification:
Class I: Any eye muscle weakness, possible ptosis, no other evidence of muscle weakness elsewhere.
Class II: Eye muscle weakness of any severity, mild weakness of other muscles.
Class III: Eye muscle weakness of any severity, moderate weakness of other muscles.
Class IV: Eye muscle weakness of any severity, severe weakness of other muscles.
Class V: Intubation needed to maintain airway.

48. **Infective Endocarditis**

Inflammation of the inner lining of the heart caused by infectious organisms, where all of the following criteria are met:

- Positive result of the blood culture proving presence of the infectious organism(s);
- Presence of at least moderate heart valve incompetence (meaning regurgitant fraction of 20% or above) or moderate heart valve stenosis (resulting in heart valve area of 30% or less of normal value) attributable to Infective Endocarditis; and
- The Diagnosis of Infective Endocarditis and the severity of valvular impairment are confirmed by a registered Medical Practitioner who is a cardiologist

49. **Pheochromocytoma**

Presence of a neuroendocrine tumour of the adrenal or extra-chromaffin tissue that secretes excess catecholamines requiring the actual undergoing of surgery to remove the tumour.
The Diagnosis of Pheochromocytoma must be supported by plasma metanephrine levels and / or urine catecholamines and metanephrines and confirmed by a registered doctor who is an endocrinologist.

50. **Loss of limb**

The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This shall include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction.
Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

51. **Cardiac Defibrillator insertion or Cardiac Pacemaker insertion**

I. Insertion of a permanent cardiac pacemaker that is required as a result of serious cardiac arrhythmia

which cannot be treated via other means.
The insertion of the cardiac pacemaker must be certified to be absolutely necessary by a specialist in the relevant field; or
II. Insertion of a permanent cardiac defibrillator as a result of cardiac arrhythmia which cannot be treated via any other method. The Surgical Procedure must be certified to be absolutely necessary by a specialist in the relevant field. Documentary evidence of ventricular tachycardia or fibrillation must be provided.

52. **Loss of independent existence**

Confirmation by a Consultant Physician of the loss of independent existence due to illness or trauma, lasting for a minimum period of 6 months and resulting in a permanent inability to perform at least three (3) of Activities of Daily Living.

53. **Chronic Relapsing pancreatitis**

An unequivocal diagnosis of Chronic Relapsing Pancreatitis, made by a registered Medical Practitioner who is a specialist in gastroenterology and confirmed as a continuing inflammatory disease of the pancreas characterised by relapses in the form of sub lethal attacks of acute pancreatitis, irreversible morphological change and typically causing pain and/or permanent impairment of function. The condition must be confirmed by elevated levels of pancreatic function tests including serum amylase, serum lipase, and radiographic and imaging evidence.
Relapsing Pancreatitis caused directly or indirectly, wholly, or partly, by alcohol is excluded.

54. **Poliomyelitis**

The unequivocal diagnosis of infection with the polio virus must be established by a Consultant Neurologist. The infection must result in irreversible paralysis as evidenced by impaired motor function or respiratory weakness. Expected permanence and irreversibility of the paralysis must be confirmed by a Consultant Neurologist after at least 6 months since the beginning of the event.
Exclusions:

- Cases not involving irreversible paralysis shall not be eligible for a claim
- Other causes of paralysis such as Guillain-Barré Syndrome are specifically excluded.

55. **Myelofibrosis**

A disorder which can cause fibrous tissue to replace the normal bone marrow and results in anaemia, low levels of white blood cells and platelets and enlargement of the spleen. The condition must have progressed to the point that it is permanent, and the severity is such that the Insured Person requires a blood transfusion at least monthly. The diagnosis of myelofibrosis must be supported by bone marrow biopsy and confirmed by a registered Medical Practitioner who is a specialist.

56. **Pericardectomy**

The undergoing of a pericardectomy as a result of pericardial disease or undergoing of any Surgical Procedure requiring keyhole cardiac surgery. The Surgical Procedures must be certified to be absolutely necessary by a specialist in the relevant field.

57. **Goodpasture's syndrome**

Goodpasture's syndrome is an autoimmune disease in which antibodies attack the lungs and kidneys, leading to permanent lung and kidney damage. The permanent damage should be for continuous period of at least 30 Days. The diagnosis must be proven by Kidney biopsy and confirmed by a Specialist Medical Practitioner (Rheumatologist or Nephrologist).

58. **Severe Ulcerative Colitis**

Acute fulminant ulcerative colitis with life threatening electrolyte disturbances. All of the following criteria must be met:

- the entire colon is affected, with severe bloody diarrhoea; and
- the necessary treatment is total colectomy and ileostomy; and
- the diagnosis must be based on histopathological features and confirmed by a registered Medical Practitioner who is a specialist in gastroenterology

59. **Encephalitis – resulting in permanent symptoms**

Severe inflammation of the brain tissue due to infectious agents like viruses or bacteria which results in significant and permanent neurological deficits for a minimum period of 30 days, certified by a specialist Medical Practitioner (Neurologist) The permanent deficit should result in permanent inability to perform three or more Activities for Loss of Independent Living.
Exclusions: Encephalitis in the presence of HIV infection is excluded.

60. **Eisenmenger's Syndrome**

Development of severe pulmonary hypertension and shunt reversal resulting from heart condition. The diagnosis must be made by a registered Medical Practitioner who is a specialist with echocardiography and cardiac catheterisation and supported by the following criteria: - Mean pulmonary artery pressure > 40 mm Hg; - Pulmonary vascular resistance > 3mm/L/min (Wood units); and - Normal pulmonary wedge pressure < 15 mm Hg

1.A.2 Initial Waiting Period for Critical Illness:

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, arising within the first 90 days or as specified in the policy schedule of the commencement of the Policy Period.

1.A.3 Benefit Payable under "Critical Illness"

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.A under Policy Schedule and Certificate of Insurance on the occurrence of an Insured Event as stated above, under this Section.
ii. Second E-opinion: If the Insured Person is diagnosed with any Critical illness covered under this Policy during the Policy Year, then at the Policyholder's/ Insured Person's request, the Company shall arrange for a Second Opinion.

Second Opinion will be based only on the information and documentation provided to the Company which will be shared with the Authorized service provider or with Medical expert in our panel and is subject to the following:

i) The Insured Person is free to choose whether or not to obtain the Second Opinion and, if obtained under this Benefit, then whether or not to act on it.
ii) The policy holder or insured person shall indemnify the company and hold the company harmless for any loss or damage caused by or arising out of or in relation to any opinion, advice, prescription, actual or alleged errors, omissions or representations made by the medical practitioner or for any consequences of any action take or not take in reliance thereon.
iii) This Benefit can be availed a maximum of one time by an Insured Person during the Policy Year for each Qualified Medical Condition.
iv) This Benefit is for additional information purposes only and does not and should not be deemed to substitute the Insured Person's visit or consultation to an independent Medical Practitioner.
v) We Do not assume any liability for and shall not be responsible for any actual or alleged errors, omissions or representations made by any Medical Practitioner or in any Second Opinion or for any consequences of actions taken or not taken in reliance thereon
vii) Any Second Opinion provided under this Benefit shall not be valid for any medico-legal purposes.

1.B Infectious Diseases

1.B.1 Insured event:

For the purposes of this part of Section I and the determination of the Company's liability under it, the **Insured Event** in relation to the Insured person, shall mean first diagnosis of (or first medical advice or treatment in relation to) any illness or medical event, with respect to the Insured Person, as specifically defined below after 30 days of the commencement of first Policy Period.
Following are the sets of various infectious diseases for which coverage is available under this part of Section I. Set/Sets as opted by You and as specified in Policy schedule/Certificate of Insurance are covered.

Set1: Vector borne diseases	**Set 2: Water borne diseases**	**Set 3: HIV infection**	**Set 4: Covid infection**	**Set 5: Other infections**
Malaria	Typhoid	HIV	Covid-19	Nipah Virus
Dengue	Hepatitis A, D & E			Ebola
Lymphatic Filariasis	Amoebiasis			Swine Influenza Virus, H1N1 Virus
Chikungunya	Leptospirosis			SARS, MERS
Zika Virus Disease	Cholera			Mucormycosis
Japanese Encephalitis				Diphtheria
Kala Azar				Tuberculosis
Typhus				
Plague				

Coverage type for Infectious disease:

a) Common SI for opted sets:
Sum insured limit for Section 1.B "Infectious diseases" will be applicable for all the sets opted. Therefore, if a claim becomes payable for any of the covered infectious disease, the coverage under this section shall be terminated for remaining policy period.

b) Separate SI for opted sets:
Sum insured limit for covered sets of infectious diseases will be applicable separately for each of the sets opted. Therefore, if a claim becomes payable for any of the covered infectious disease the coverage under the set to which such disease belongs, shall be terminated for remaining policy period. Coverage will be available for remaining opted set(s), if any; of this Section 1.B.

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

Set 1: Vector borne diseases:

1. Malaria

Diagnosis of Malaria confirmed by a Medical Practitioner with confirmatory tests indicating presence of Plasmodium Falciparum/ Vivax/ Malariae in the patient's blood by laboratory examination countersigned by a qualified MD pathologist in peripheral blood smear or positive rapid diagnostic test (antigen detection test).

2. Dengue

Diagnosis of Dengue should be confirmed by a Medical Practitioner and Laboratory examination result countersigned by a pathologist/ microbiologist confirms the following:
Decreasing platelet levels- less than 1,00,000 cells/mm3;or
NS 1/PCR test showing positive results for Dengue

3. Lymphatic Filariasis

Commonly known as Elephantiasis, must be confirmed by a Medical Practitioner and the laboratory examination countersigned by a pathologist must be documented with presence of microfilariae in a blood smear by microscopic examination countersigned by a qualified MD pathologist along with at least any two of the following criteria:

- ✓ Lymphoedema,
- ✓ Elephantiasis,
- ✓ Scrotal swelling

4. Chikungunya

Chikungunya is characterized by an abrupt onset of fever with Joint pain. Other common signs and symptoms include muscle pain, headache, nausea, fatigue and rash.
The diagnosis must be documented by a Medical Practitioner and by Serological tests, such as enzyme-linked immunosorbent assays (ELISA), confirming the presence of IgM and IgG anti-chikungunya antibodies.

5. Zika Virus Disease

Zika virus disease is caused by infection of Zika virus which is usually transmitted through bite of an infected Aedes species mosquito (Ae. aegypti and Ae. albopictus). Zika virus disease symptoms include fever, skin rash, headache, conjunctivitis, muscle and joint pain and malaise. A diagnosis of Zika virus infection should be confirmed by a Medical Practitioner and by molecular and serological tests like Reverse transcription (RT)-PCR of acute-phase serum, Real time RT-PCR or pan flavivirus amplification technique.

6. Japanese Encephalitis

Characterized by rapid onset of high fever, headache, neck stiffness, disorientation, coma, seizures, spastic paralysis. To confirm Japanese Encephalitis (JE) infection and to rule out other causes of encephalitis, a laboratory testing of serum or preferably cerebrospinal fluid shall be required.
The diagnosis must be confirmed by a Medical Practitioner and positive serological test for JE by immunoglobulin M (IgM) antibody capture ELISA (MAC ELISA) for serum and cerebrospinal fluid (CSF).

7. Kala Azar

Visceral leishmaniasis, also known as Kala-azar, is characterized by irregular bouts of fever, substantial weight loss, swelling of the spleen and liver, and anaemia.
The diagnosis must be confirmed by a Medical Practitioner and by parasite demonstration in bone marrow/ spleen/ lymph node aspiration or in culture medium as the confirmatory diagnosis or positive serological tests for Kala-azar should clearly indicate the presence of this disease.

8. Typhus

Typhus fevers are a group of diseases caused by bacteria that are spread to humans by fleas, lice, and chiggers leading to the complications like Acute respiratory distress, septic shock, myocarditis, meningoencephalitis.

9. Plague

Plague is a life-threatening bacterial infection to humans through fleas, contaminated fluid or droplets resulting to Severe Pneumonia and Septicemia.

Set 2: Water borne diseases

1. Typhoid

Typhoid or Typhoid fever is an acute infectious disease caused by the bacterium Salmonella Typhi. The illness is characterized by prolonged fever, headache, nausea, loss of appetite, and constipation or sometimes diarrhoea.
The diagnosis should be confirmed by isolation of bacteria through blood culture or by analysing blood, stool or urine sample. The diagnostic tests reports must be countersigned by qualified MD pathologist.

2. Hepatitis A, D & E

Acute viral hepatitis caused by Hepatitis virus A, D or E, characterized by symptoms such as jaundice (yellowing of the skin and eyes), dark urine, extreme fatigue, nausea, vomiting and abdominal pain Or Chronic hepatitis caused by Hepatitis B or C virus.
Diagnosis of such viral hepatitis must be established by clinical symptoms, physical examination by Medical Practitioner and blood tests.
Hepatitis caused by other infections, by secondary result of medication, drugs, toxins and alcohol; and autoimmune hepatitis is excluded. Hepatitis B and Hepatitis C are excluded.

3. Amoebiasis

Amoebiasis is an infection caused by Entamoeba Histolytica causing both intestinal and extraintestinal symptoms leading to the complications like Amoebic liver abscess.

4. Leptospirosis

Leptospirosis is a bacterial infection that affects that spreads from contact of unhealed break or injured skin with contaminated water or soil resulting in the complications like Kidney and Liver failure, Sepsis.

5. Cholera

An infectious disease caused by infection with the bacteria Vibrio cholerae and characterized by intense vomiting and profuse watery diarrhea and that rapidly leads to dehydration. Clinical symptoms must be certified by treating Medical Practitioner. Diagnosis must be established by pathological tests for identification of bacteria in stool sample.

Set 3: HIV Infection:
HIV infection means a positive HIV antibody testing (rapid or laboratory-based enzyme immunoassay). This must be confirmed by a second HIV antibody test (rapid or laboratory-based enzyme immunoassay) relying on different antigens or of different operating characteristics. and/ or; A positive virological test for HIV or its components (HIV-RNA or HIV-DNA or ultrasensitive HIV p24 antigen) confirmed by a second virological test obtained from a separate determination.

Set 4: Covid infection

1. Covid-19

Covid-19 means coronavirus disease as defined by the World Health Organization (WHO) and caused by the virus SARS-CoV2. The positive diagnosis of Covid shall be from a government authorized diagnostic centre.

Set 5: Other Infections:

1. Nipah Virus

Nipah Virus is caused by virus through Bats leading to drowsiness, disorientation and respiratory distress leading to the complications like Inflammation and irreversible damage to brain. Diagnosis of this disease must be confirmed by testing for antibodies using an enzyme-linked immunosorbent assay (ELISA).

2. Ebola

Ebola virus disease is a deadly disease which spreads from few animals like Monkeys, Bats etc., through body fluids and mucus membranes leading to Fever, severe body ache, rashes and diarrhoea leading to the complications like Septic shock and death.
Clinical symptoms must be certified by treating Medical Practitioner. Diagnosis must be established by pathological tests like Polymerase chain reaction (PCR).

3. Swine Influenza Virus, H1N1 Virus

A rapidly contagious infection transmitted from animals and spread through droplet circulation leading to fever, cough and severe respiratory symptoms leading to the complications like Pneumonia leading to Respiratory arrest, Lung fibrosis, renal failure, septic shock and death.
Diagnosis must be established by clinical signs and symptoms and laboratory test like Polymerase chain reaction (PCR).

4. SARS, MERS

A rapidly contagious infection caused by a virus from Coronavirus Family, transmitted from animals and spread through droplet circulation leading to fever, cough, mild to severe respiratory symptoms leading to the Complications like Pneumonia leading to Respiratory failure, cardiorespiratory arrest, Lung fibrosis, renal failure, septic shock and death.
Diagnosis must be established by clinical signs and symptoms and laboratory test rRT-PCR.

5. Mucormycosis

Mucormycosis is a type of fungal infection. It's relatively rare, but also very serious. Formally known as zygomycosis, this infection tends to occur most often if you have weakened immunity from an illness or health condition. It may lead to Brain infection, Paralysis, Pneumonia, Seizures and death.
Diagnosis must be established by clinical signs and symptoms and laboratory test like analysis of biological specimens from clinically involved sites, direct examination & fungal culture.

6. Diphtheria

Diphtheria is an upper respiratory tract infection which spreads through touch and droplets starts with thick coating of throat, swelling of glands in neck and fever. Resulting to Respiratory failure, Paralysis, Myocarditis or Polyneuropathy.
Diagnosis of diphtheria must be confirmed by culture of the organism from the specimen and by demonstrating toxin production using an immunoprecipitation reaction (the modified Elek test).

7. Tuberculosis

Tuberculosis or TB is a contagious infection caused by the bacterium Mycobacterium tuberculosis which usually attacks the lungs. It can also spread to other parts of the body, like the brain and spine. Tubercles (tiny lumps) are a characteristic finding in TB. Other symptoms of TB include chronic cough with blood containing mucus, fever, night sweats and weight loss.
Diagnosis must be evidenced by AFB smear test and by culturing Mycobacterium tuberculosis organisms from a specimen taken from the patient (most often sputum, but may also include pus, CSF, biopsied

tissue, etc.). All diagnostic test result reports must be duly signed by qualified MD pathologist.
For the purpose of this policy coverage, only the active cases of Tuberculosis are covered. Tuberculosis secondary to infections like HIV or due to immunosuppressive drugs are excluded.

1.B.2 Waiting Period for "Infectious Diseases":

The Company shall not be liable to make any payment under this part of Section I of this Policy in connection with or in respect of any Insured Event, as stated in this Section, arising within the first 30 days of the commencement of the Policy Period.

1.B.3 Benefit Payable under "Infectious Diseases"

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.B under Policy Schedule and Certificate of Insurance on the occurrence of an Insured Event as stated above, under this part of Section I.

1.2 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 thirty (30) days of the 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 Medical Practitioner 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 of the covered Critical illness which existed within the first 90 days of commencement of Policy Period.
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/ Medical Practitioner;
5. Original investigation test reports, indoor case papers.
6. Any other documents as may be required by the Company.

1.3 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) Claim within 36 months of first Policy Start date which has arisen out of or is related to any Pre-Existing Illness declared by You and accepted by Us at the time of first Policy issuance.
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, diagnosed before the commencement of

Policy Period or within the first 90 days of the commencement of the first Policy Period (in case of part A of this Section-"Critical Illness"), or within the first 30 days of the commencement of the first Policy Period (in case of part B of this Section-"Infectious Diseases") .

d) Any external congenital Illness or condition;
e) Treatment relating to external congenital Illnesses.
f) Birth control procedures and hormone replacement therapy.
g) Any treatment/ surgery for change of sex or any cosmetic surgery or treatment/ surgery/ complications/ illness arising as a consequence thereof.
h) Treatment by a family member and self-medication or any treatment that is not scientifically recognized.

1.4 Special Conditions applicable to Section I.A

The cover under this Policy, for the specific Insured Person, shall terminate in the event of claim under Section I.A in respect of such 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 & V, if applicable.

1.5 Optional Covers available with Section I:

A. Survival Period Clause: If this optional cover is applicable, as specified in Your Certificate of Insurance, a survival period of 30 days shall be applicable for admissibility of claim under Section "Critical illness". An Insured Person must survive at least 30 days from the date of confirmed diagnosis of the covered Critical illness for the claim to be admissible in this Section.

B. Reduction of Pre-existing Disease: If this optional cover is applicable, the pre-existing disease period for Critical Illness as listed in Section 1.3.a) of this Policy will be reduced to the number of years as specified in Policy schedule/ Certificate of Insurance.

C. Reduction of Waiting Period: If this optional cover is applicable, the waiting period for Critical Illness as listed in Section 1.3.c) of this Policy will be reduced to the number of days as specified in Policy schedule/ Certificate of Insurance.

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 in an Accident 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 and 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.

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 Policy Schedule and Certificate of Insurance, on occurrence of the Insured Event as stated above under this Section.

2.2 Exclusions applicable to Section II

The Company shall not be liable under this Section for:

1. Natural Death
2. Compensation under more than one of the Insured events (i.e. Accidental Death and Permanent Total Disability) in respect of same Accident event.
3. Payment of compensation in respect of death or injury as a consequence of/ resulting from
   a) Committing or attempting suicide, intentional self-injury.
   b) Whilst under influence of intoxicating liquor or drugs.
   c) Drug addiction or alcoholism. However, this exclusion will not be applicable if Insured Person is not responsible for Accident even if he/ she is under influence of Alcohol.
   d) Whilst engaged in any adventurous sports and/ or hazardous activities including but not limited to para jumping, rock climbing, mountaineering, motor racing, horse racing or deep-sea diving.
   e) Committing any breach of law with criminal intent.
4. War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, detainment, or confiscation.
5. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
6. The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
7. Pregnancy including childbirth, miscarriage (other than from accident), abortion or complication arising there from.
8. Participation in any naval, military or air force operations.
9. Curative treatments or interventions
10. Venereal or sexually transmitted diseases

2.3 Claims settlement process applicable to 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. Medical Practitioner'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 Medical Practitioner or hospital confirming the extent and nature of disability;
7. Postmortem report, if the same was conducted;
8. Certificate, from the Insured stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.
9. Any other supporting documents as may be required by the Company.

2.4 Special Conditions applicable to Section II

The cover under this Policy, for the specific Insured Person, shall terminate in the event of claim for Accidental death or Permanent Total Disability in respect of that Insured Person becoming admissible and accepted by the Company under this Section. Claim under Optional cover(s) with this Section, will be payable only if arising out of this same accidental event. No claims under any of the Optional covers with this Section II will be payable if arising out of any subsequent Accidents.

2.5 Optional Covers available with Section II

Following optional covers are available under Section II which shall be applicable if opted by paying additional premium and upon acceptance by Us and are specified in the Policy Schedule and Certificate of Insurance.
All Optional Covers issued under this Section II shall be subject to the terms, conditions and exclusions of this Section. All other Policy terms, conditions and exclusions shall remain unchanged.

A. Permanent Partial Disablement (PPD) Cover: If an Insured Person suffers an Accident during Policy period and within twelve months from the date of Accident suffers a Permanent Partial disablement of the nature mentioned below, then the Company shall pay the percentage of Sum Insured for Section II of the Policy as specified below:

Nature of PPD	Benefit as percentage of SI
The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot	50%
Use of a hand or a foot without physical separation	50%
Loss of speech	50%
Loss of toes-all	20%
Loss of toes great- both phalanges	5%
Loss of toes great- one phalanx	2%
Loss of toes other than great- if more than one toes lost: each	2%
Loss of hearing: both ears	75%
Loss of hearing: One ear	30%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers of one hand	40%
Loss of thumb- both phalanges	25%
Loss of thumb- One phalanx	10%
Loss of index finger- three phalanges	15%
Loss of index finger- two phalanges	10%
Loss of index finger- one phalanx	5%
Loss of middle finger or Ring finger or little finger- three phalanges	10%
Loss of middle finger or Ring finger or little finger- two phalanges	7%
Loss of middle finger or Ring finger or little finger- one phalanx	3%
Loss of metacarpals- first or second (additional) or third, fourth of fifth (additional)	3%

Such PPD must be solely and directly caused by the Accident only.
For the purpose of this cover, Loss means the physical separation of body part, or, the total loss of functional use of a body organ or part provided such functional loss has continued for at least 12 months from the onset of such loss and is considered permanent by Medical Practitioner.
If the claim for limb shall also encompass some or all of its part, We shall pay for the limb only. No additional payment shall be done for the constituting parts of the limb.
Benefit amount paid under this Cover shall reduce the Sum Insured of Accidental death and Permanent Total Disability benefits for remaining Policy Tenure.

B. Funeral Cover:

In case of a claim being admissible for Death under Section II of this Policy, We shall also reimburse the expenses, maximum up to Rs. 5,000, towards performance of funeral of the Insured Person.

C. Emergency Road Ambulance Cover:

If We have accepted a claim under Section II of this Policy, then in addition to any claim paid under that Section, We shall also reimburse the expenses incurred towards emergency road transportation of the Insured person to nearest Hospital by ambulance services offered by a healthcare or ambulance service provider. Maximum up to Rs. 5,000 shall be reimbursed under this cover.

D. Double Benefit:

If this optional cover is in force, and if the Accident event happened whilst the Insured Person was travelling in the listed public carrier, then the benefit amount payable as per section II shall be doubled.

E. Education Benefit:

If We have accepted a claim under Section II, then in addition to the amount payable under the applicable section, We shall also pay benefit amount towards education expenses of the dependent child(ren) of the Insured maximum up to the amount as specified below provided the following:

- Benefit for maximum up to 2 dependent children who is/ are pursuing studies shall be paid;
- The age of such dependent children should not be more than 23 years;

Personal Accident Cover Sum Insured	Benefit amount per child
Up to 5,00,000	15,000
5,00,001 to 10,00,000	25,000
10,00,001 to 25,00,000	50,000
Above 25,00,000	1,00,000

3. SECTION III: EMI COVER

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 Hospitalization of Insured person, post policy inception for a minimum of no. of consecutive days as specified in the Policy Schedule.

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 EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Policy Schedule and Certificate of Insurance of this Policy) after the commencement of the Insured Event.
Maximum liability of the Company under this Section shall be as per no. of EMIs as stated under Policy Schedule and Certificate of Insurance against Section III.

3.2 Exclusions applicable to Section III

The Company shall not be liable under this Section for:

A) Standard Exclusions

1) Pre-Existing Diseases (Code- Excl01):
   a) Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of time period as specified in Policy Schedule/ certificate of Insurance, of continuous coverage after the date of inception of the first policy with us.
   b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.

c) If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations then waiting period for the same would be reduced to the extent of prior coverage.
d) Coverage under the policy after the expiry of above defined months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.

2) Specific Diseases Waiting Period (Code- Excl02):

a) Expenses related to the treatment of the following listed conditions, surgeries/treatments shall be excluded until the expiry of time period as specified in Policy Schedule/certificate of Insurance; of continuous coverage, as may be the case after the date of inception of the first policy with the Insurer. This exclusion shall not be applicable for claims arising due to an accident.
b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
c) If any of the specified disease/ procedure falls under the waiting period specified for pre-Existing diseases, then the longer of the two waiting periods shall apply.
d) The waiting period for listed conditions shall apply even if contracted after the policy or declared and accepted without a specific exclusion.
e) If the Insured Person is continuously covered without any break as defined under the applicable norms on portability stipulated by IRDAI, then waiting period for the same would be reduced to the extent of prior coverage.

List of these diseases is:

1. Cataract
2. Stones in biliary and urinary systems
3. Hernia/ Hydrocele
4. Hysterectomy for any benign disorder
5. Lumps/ cysts/ nodules/ polyps/ internal tumours
6. Gastric and Duodenal Ulcers
7. Surgery on tonsils/ adenoids
8. Osteoarthrosis/ Arthritis/ Gout/ Rheumatism/ Spondylosis/ Spondylitis/ Intervertebral Disc Prolapse
9. Fissure/ Fistula/ Haemorrhoid
10. Sinusitis/ Deviated Nasal Septum/ Tympanoplasty/ Chronic Suppurative Otitis Media
11. Benign Prostatic Hypertrophy
12. Knee/ Hip Joint replacement and any ligament, tendon or muscle tear
13. Dilatation and Curettage
14. Varicose veins
15. Dysfunctional Uterine Bleeding/ Fibroids/ Prolapse Uterus/ Endometriosis
16. Chronic Renal Failure or end stage Renal Failure
17. Internal congenital anomalies/ diseases/ defects

3) First Thirty Days Waiting Period (Code- Excl03)

i. Expenses related to the treatment of any illness within time period as specified in Policy Schedule/ Certificate of Insurance from the first policy commencement date shall be excluded except claims arising due to an accident, provided the same are covered.
ii. This exclusion shall not, however, apply if the Insured Person has Continuous Coverage for more than twelve months.
iii. The within referred waiting period is made applicable to the enhanced sum insured in the event

of granting higher sum insured subsequently.

4) Investigation & Evaluation (Code Excl04):
   a) Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
   b) Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.
5) Rest Cure, Rehabilitation and respite Care (Code Excl05)

Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:

i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

6) Change of Gender treatment (Code Excl07)

Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex.

7) Cosmetic or Plastic Surgery (Code Excl08)

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.

8) Hazardous or Adventure sports: (Code- Excl09)

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

9) Breach of law (Code Excl10)

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

10) Excluded Providers (Code Excl11)

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website/ notified to the policyholders are not admissible. However, in case of life-threatening situations or following an accident, expenses up to the stage of stabilization are payable but not the complete claim.
List of these have been provided on Our website.

11) Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. (Code- Excl12)
12) Treatment received in heath hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. Code- Excl13
13) Unproven treatments (Code Excl16)

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

14) Sterility and Infertility (Code Excl17)

Expenses related to sterility and infertility. This includes:

(i) Any type of contraception, sterilization
(ii) Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
(iii) Gestational Surrogacy
(iv) Reversal of sterilization

15) Maternity expenses (Code Excl18)

i. medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;
ii. ii expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

B) Specific Exclusions:

1. Any Alternative Treatment
2. Expenses for Artificial life maintenance, including life support machine used to sustain a person, incurred after confirmation by the treating doctor that the patient is in vegetative state
3. Treatment for any Illness or Injury resulting from nuclear or chemical contamination, war, riot, revolution or acts of terrorism (other than natural disaster or calamity).
4. Treatment for any External Congenital Anomaly.
5. Treatment for, or arising from, an Injury that is intentionally self-inflicted, including attempted suicide.
6. Treatment for sleep apnea, snoring, or any other sleep-related breathing problem.
7. Any treatment received outside India.
8. Treatment provided by anyone with the same residence as the Insured Person or who is a member of the Insured Person's immediate family.

3.3 Claims settlement process applicable to 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 to the Company within thirty (30) days of the date of discharge from Hospital, 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. Duly completed claim form;
2. Certificate from the attending Medical Practitioner 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
3. Original Discharge Certificate/ Card from the hospital/ Medical Practitioner;
4. Original investigation test reports, indoor case papers.
5. Any other documents as may be required by the Company.

3.4 Optional Covers available with Section III:

A. Maternity EMI Cover: If this optional cover is applicable, as specified in Your Certificate of Insurance, coverage under Section III is extended to pay EMI amount for hospitalization undergone for normal delivery or caesarean section.

4. SECTION IV: HOSPICASH

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 Hospitalization of Insured person, post policy inception.

4.1 Benefit Payable under Section IV

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, per day amount as specified in Policy Schedule and Certificate of Insurance of this Policy, for each continuous and complete period of 24 hours of Hospitalization.
A deductible in terms of no. of days shall be applicable as defined in Policy Schedule and Certificate of Insurance of this Policy.
Maximum liability of the Company under this Section in terms of max no. of days shall be as stated under Policy Schedule and Certificate of Insurance against Section IV.

4.2 Exclusions applicable to Section IV

The Company shall not be liable under this Section for:

A) <u>Standard Exclusions</u>

1) Pre-Existing Diseases (Code- Excl01):
   a) Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of time period as specified in Policy Schedule/ certificate of Insurance, of continuous coverage after the date of inception of the first policy with us.
   b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
   c) If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations then waiting period for the same would be reduced to the extent of prior coverage.
   d) Coverage under the policy after the expiry of above defined months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.
2) Specific Diseases Waiting Period (Code- Excl02):
   a) Expenses related to the treatment of the following listed conditions, surgeries/treatments shall be excluded until the expiry of time period as specified in Policy Schedule/certificate of Insurance; of continuous coverage, as may be the case after the date of inception of the first policy with the Insurer. This exclusion shall not be applicable for claims arising due to an accident.

b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
c) If any of the specified disease/procedure falls under the waiting period specified for pre-Existing diseases, then the longer of the two waiting periods shall apply.
d) The waiting period for listed conditions shall apply even if contracted after the policy or declared and accepted without a specific exclusion.
e) If the Insured Person is continuously covered without any break as defined under the applicable norms on portability stipulated by IRDAI, then waiting period for the same would be reduced to the extent of prior coverage.

List of these diseases is:

1. Cataract
2. Stones in biliary and urinary systems
3. Hernia/ Hydrocele
4. Hysterectomy for any benign disorder
5. Lumps/ cysts/ nodules/ polyps/ internal tumours
6. Gastric and Duodenal Ulcers
7. Surgery on tonsils/ adenoids
8. Osteoarthrosis/ Arthritis/ Gout/ Rheumatism/ Spondylosis/ Spondylitis/ Intervertebral Disc Prolapse
9. Fissure / Fistula/ Haemorrhoid
10. Sinusitis/ Deviated Nasal Septum/ Tympanoplasty/ Chronic Suppurative Otitis Media
11. Benign Prostatic Hypertrophy
12. Knee/Hip Joint replacement and any ligament, tendon or muscle tear
13. Dilatation and Curettage
14. Varicose veins
15. Dysfunctional Uterine Bleeding/ Fibroids/ Prolapse Uterus/ Endometriosis
16. Chronic Renal Failure or end stage Renal Failure
17. Internal congenital anomalies/ diseases/ defects

3) First Thirty Days Waiting Period (Code- Excl03)
i. Expenses related to the treatment of any illness within time period as specified in Policy Schedule/Certificate of Insurance from the first policy commencement date shall be excluded except claims arising due to an accident, provided the same are covered.
ii. This exclusion shall not, however, apply if the Insured Person has Continuous Coverage for more than twelve months.
iii. The within referred waiting period is made applicable to the enhanced sum insured in the event of granting higher sum insured subsequently.

4) Investigation & Evaluation (Code Excl04):
a) Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
b) Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

5) Rest Cure, Rehabilitation and respite Care (Code Excl05)
Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:
i. Custodial care either at home or in a nursing facility for personal care such as help with activities

of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.

ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

6) Change of Gender treatment (Code Excl07)

Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex.

7) Cosmetic or Plastic Surgery (Code Excl08)

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.

8) Hazardous or Adventure sports: (Code- Excl09)

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

9) Breach of law (Code Excl10)

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

10) Excluded Providers (Code Excl11)

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website/ notified to the policyholders are not admissible. However, in case of life threatening situations or following an accident, expenses up to the stage of stabilization are payable but not the complete claim.

List of these have been provided on Our website.

11) Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. (Code- Excl12)
12) Treatment received in heath hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. Code- Excl13
13) Unproven treatments (Code Excl16)

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

14) Sterility and Infertility (Code Excl17)

Expenses related to sterility and infertility. This includes:

(i) Any type of contraception, sterilization
(ii) Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
(iii) Gestational Surrogacy

(iv) Reversal of sterilization

15) Maternity expenses (Code Excl18)

i. medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;

ii. expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

B) Specific Exclusions:

1. Any Alternative Treatment
2. Expenses for Artificial life maintenance, including life support machine used to sustain a person, incurred after confirmation by the treating doctor that the patient is in vegetative state.
3. Treatment for any Illness or Injury resulting from nuclear or chemical contamination, war, riot, revolution or acts of terrorism (other than natural disaster or calamity).
4. Treatment for any External Congenital Anomaly.
5. Treatment for, or arising from, an Injury that is intentionally self-inflicted, including attempted suicide.
6. Treatment for sleep apnea, snoring, or any other sleep-related breathing problem.
7. Any treatment received outside India.
8. Treatment provided by anyone with the same residence as the Insured Person or who is a member of the Insured Person's immediate family.

4.3 Claims settlement process applicable to 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 to the Company within thirty (30) days of the date of discharge from Hospital, 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. Duly completed claim form;
2. Certificate from the attending Medical Practitioner 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
3. Original Discharge Certificate/ Card from the hospital/ Medical Practitioner;
4. Original investigation test reports, indoor case papers.
5. Any other documents as may be required by the Company.

4.5 Optional Covers available with Section IV:

A. Maternity HospiCash: If this optional cover is applicable, as specified in Your Certificate of Insurance, coverage under Section IV is extended to pay daily cash for each continuous and completed period of 24 hours of hospitalization undergone for normal delivery or caesarean section.

5. SECTION V: 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 involuntary termination or dismissal from

employment of the Insured Person imposed on him by the employer during the Policy Period due to any illness or disability which renders the Insured Person unable to perform his duties as an employee.

5.1 Benefit Payable under Section V

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 EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Policy Schedule and Certificate of Insurance 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 no. Of EMIs as stated under Policy Schedule and Certificate of Insurance against this Section for the Insured Person mentioned in the Policy.

5.2 Exclusions applicable to Section V

1. 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.
2. 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.
3. Any unemployment from a job under which no salary or any remuneration is provided to the Insured person.
4. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
5. Any unemployment due to resignation, retirement whether voluntary or otherwise
6. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.

5.3 Claims settlement process applicable to Section V

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:

1. Duly completed claim form;

2. Certificate if applicable from the Bank stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. 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.
4. In case of temporary suspension the period of suspension should also be mentioned in such certificate.
5. Any other document as may be required by the Company.

5.4 Special Conditions applicable to Section V

1) 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").
2) The benefit under Section V is available only for salaried employees.
3) The cover as described under this Section, for specific Insured Person, shall terminate in the event of any claim(s) in respect of that Insured becoming admissible and accepted by the Company under this Section in a given Policy tenure.

5.5 Waiting Period:

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, arising within the first 90 days of the commencement of the Policy Period.

B. GENERAL CONDITIONS APPLICABLE TO SECTIONS I, II, III, IV and V

B.1 Other Conditions

At any time during the Policy Period the Company shall be entitled to inspect. Medical history records, treatment reports of Insured; attendance records from employer, that may be relevant to this Policy and may be material in ascertaining claim admissibility under this Policy. The Company shall also have the right of interaction with any and or all those agencies or agents of the Insured as may be relevant for examination/verification of the data/documents in connection with the process and disposal of any claims under this Policy. The Insured shall provide reasonable support to the Company in this regard.
If so required by the Company, the Insured will have to submit to a medical examination by the Company's nominated Medical Practitioner or undergo diagnostic or other medical tests as often as the Company considers necessary, in its sole discretion.

B.2 Payments

The Company shall be duly discharged of its obligations under this Policy and the Insured shall hold the Company harmless, upon making the payment of the claim to the Insured or his nominee/ legal heirs/ assignee as the case may be.

B.3 Refund of Premium

The Company shall refund the premium as per prorate basis in case of receipt of notice of cancellation from the Insured, provided there is no claim under the Policy.

B.4 Default in EMI

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 calculating Principal outstanding under the Policy and shall be deemed as paid by the Insured**.**

6. SECTION VI – FIRE AND ALLIED PERILS_ DWELLING & HOUSEHOLD CONTENT

Clause A

1. Your Policy: This Policy is a contract between You and Us as stated in the following:
    a) This Policy document,
    b) The Policy Schedule attached to this Policy document,
    c) Any Endorsement attached to and forming part of this Policy document,
    d) Any Add-on to this Policy that You may have purchased from Us,
    e) The proposals and all declarations made by You or on Your behalf.
2. To whom this Policy is issued and what it covers:
    a) This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
    b) If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
    c) If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
3. The Policy Schedule: The Policy Schedule is an important document about Your insurance cover. It contains:
    a) Your personal details,
    b) the Policy Period,
    c) the description of Your Insured Property,
    d) the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
    e) the insurance covers You have purchased,
    f) the premium You have paid for these insurance covers,
    g) add-on covers opted by You,
    h) other important and relevant aspects and information.

4. **Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	*Specific meaning*
Bank	A bank or any financial institution
Carpet Area	1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; 2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and 3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.
Commencement Date	It is the date and time from which the insurance cover under this Policy begins. It is shown in the Policy Schedule.
Cost of Construction	The amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows: ***a. For residential structure of Your Home including Fittings and Fixtures***: Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule. ***b. For additional structures***: the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.
Home Contents	Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
General Contents	**General Contents** are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
Valuable Contents	**Valuable Contents** of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
Insured	The Person/s who has/have purchased Insurance Cover under this

	Policy.
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.
Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/ thatched leaves and/ or grass/ hay of any kind/ bamboo/ plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in **Clause G (III)** of this Policy, whichever is earlier.
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in **Clause A (3)** of this Policy.
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
Pucca Construction	Construction other than Kutcha Construction.
Spouse	Your wife or husband.
Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in **Clause C (4)** and **Clause D (2)** of this Policy**.** It represents Our maximum liability for each cover or part of cover and for each loss.
Total Loss	A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
We, Us, Our, Insurer	The Magma General Insurance that has provided Insurance Cover under this Policy; of the Company.
You, Your, Insured	The Insured Person/s who has/ have purchased Insurance Cover under this Policy; of such Insured Person/s.
Your Home Building	**Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per **Clause C (2)** of this Policy**.**

Clause B. Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.
The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	**We do not cover** any loss or damage, or destruction caused to the Insured Property
1.	Fire	caused by burning of Insured Property by order of any Public Authority.
2.	Explosion or Implosion	-
3.	Lightning	-
4.	Earthquake, volcanic eruption, or other convulsions of nature	-
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. 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, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7.	Bush fire, Forest fire, Jungle fire	-
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9.	Missile testing operations	-
10.	Riot, Strikes, Malicious Damages	caused by a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-
13.	Leakage from automatic sprinkler installations.	a. repairs or alterations in Your Home or the building in which Your Home is located,

		b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	If it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

Clause C: Home Building Cover

1. What We cover

We cover physical loss or damage, or destruction of **Your Home Building** because of any Insured Event listed in **Clause B** of this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under **Clause C (5) (f)** of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under **Clause C (6)** of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

2. Your Home Building

a. **Your Home Building** is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

b. Your Home Building includes

i. Fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.

ii. The following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
   a) garage, domestic out-houses used for residence, parking spaces or areas, if any
   b) compound walls, fences, gates, retaining walls and internal roads,
   c) verandah or porch and the like,
   d) septic tanks, bio-gas plants, fixed water storage units or tanks,
   e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,

iii. Any other structure shown in the Policy Schedule.

c. Your Home Building does not include Contents of Your Home.

3. Use for residence

a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.

b. We will not pay if

i. Your Home Building is used as a holiday home, or for lodging and boarding, or

ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self- employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered bya public authority.

4. Sum Insured

a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by you and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.

b. If the Policy Period is more than one year, we will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.

c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.

d. Restoration of Sum Insured: Except as stated in **Clause G (III) (3) (b)** of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after we have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

5. What We pay

a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs and claim that amount from Us.

b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.

c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.

d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.

e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.

f. In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:

   i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;

   ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.

6. Loss of Rent and Rent for Alternative Accommodation: In addition to what **Clause C (5) (c)** of this Policy provides for**,** We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:

a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.

b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.

c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.

d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to

show that Your Home Building is not fit for living.

e. Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

Clause D: Home Contents Cover

1. What We cover:

We cover the physical loss or damage to or destruction of the **General Contents** of Your Home caused by an Insured Event as listed in **Clause B** of this Policy. **Valuable Contents** of Your Home are not covered under this Policy unless You have purchased the optional cover for the **Valuable Contents**.

2. Sum Insured:

a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.

b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of

₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.

c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.

d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.

e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E (1) (a)** of this Policy.

f. Restoration of Sum Insured: Except as stated in **Clause G (III) (b)** of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

3. What We pay

a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
   i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, Or
   ii. pay You the cost of replacing that item with a same or similar item, Or
   iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.

b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

Clause E: Additional Covers

1. **Optional Covers:**
   a. **Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):** For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).
      i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
      ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair.

   b. **Personal Accident Cover:**

   In the event an insured peril that caused damages to Your Home Building and/or Home Contents also results in the unfortunate death of either You or Your spouse, We will pay compensation of ₹ 5,00,000 (Rupees Five Lakh) per person.
   In the event of the unfortunate death of the insured, the Personal Accident cover shall continue for the spouse until expiry of the policy.

2. **Add-ons:**
   You can opt for an Add-on by choosing from the Add-ons, if any, offered by Us under this product and the ones that You have purchased will be mentioned in the Policy Schedule and the relevant clause/s and/ or endorsements will be attached to this Policy.

Clause F. Exclusions (What We do not cover) for all covers under this policy

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

1. Your deliberate, willful or intentional act authorization, or of anyone on Your behalf, or with Your connivance.
2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
4. Pollution or contamination, unless
   i. the pollution or contamination itself has resulted from an Insured Event, or
   ii. an Insured Event itself results from pollution or contamination.
5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost,

damaged or destroyed.

6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
8. Loss or damage to any Insured Property removed from Your Home to any other place.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Any reduction in market value of any Insured Property after its repair or reinstatement.
11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
12. Costs, fees or expenses for preparing any claim.

Clause G. Conditions

(I). Your Obligations

1. **Make true and full disclosure in the proposal and related documents**
   a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.
   b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
2. **Obligation to take care:** You must:
   a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
   b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
   c. ensure that unauthorized persons do not occupy Your Home Building.
3. **Inform change in circumstances:** You must inform Us immediately if
   a. You change Your address,
   b. You make any addition, alteration, extension to the structure of Your Home Building,
   c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
   d. You change the use of Your Home Building.
4. **Allow inspection and investigation of claim:** You must allow and give full cooperation to the

survey/ investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that is authorized, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.

5. **Make true statements and full disclosure in the claim and related documents** You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.

(II). Renewal of Policy

1. **End of Policy:** This Policy will expire at the end of the Policy Period.
2. **Renewal is not automatic**, We may seek relevant information from You for the purpose of renewal. We can reject Your renewal only on grounds of established fraud or non-disclosure or misrepresentation on Your part.
3. **Application for renewal:** If You wish to renew the Policy, You must apply for renewal before the end of the Policy Period and pay the required premium amount.

Automatic termination of this cover section

This Policy will automatically end in the following cases:

a. **Destruction of Your Home Building**: This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure.

You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.

b. **Exhaustion of Sum Insured:** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.

c. **Change of use of Your Home Building or Home Contents:** The Policy will end
   i. if You change the use of Your Home Building from personal residence to any other purpose, or
   ii. if You use any item of Home Contents for use that is not personal.

d. **Sale of Your Home Building or Home Contents:** This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

e. Effect of death

In the event of the unfortunate death of the Insured during the Policy Period, the Home Building Cover and the Home Contents Cover that You have purchased will continue for the benefit of Your legal representative/s during the Policy Period subject to all the terms and conditions of this Policy.

(III). Claims Procedure

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

1. **Immediate notice to Us**

   a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
   b. You can give notice to any of Our offices or call-centres.
   c. You must state in this notice
      i. the Policy Number,
      ii. Your name,
      iii. details of report to the police that You made,
      iv. details of report to any Authority that You made,
      v. details of the Insured Event,
      vi. a brief statement of the loss,
      vii. particulars of any other insurance of Your Home Building or any of Your Home Contents,
      viii. details of loss or damage under any Optional Cover or Add-ons,
      ix. submit photographs of loss or physical damage, wherever possible.

2. **Steps to prevent loss and damage**

   a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
   b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
      i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
      ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
      iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

3. **Immediate notice to Authorities**

   a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence

      /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) mor following an Insured Event You must inform the police.

b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

4. Submit claim

a. Claim form:
   i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
   ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.

b. We shall not 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. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

5. Establish loss

a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.

b. When We request,
   i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
   ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
   iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.

c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim , or support a claim with any false or fraudulent statement or documents:

   i. We will not pay,
   ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
   iii. We can also inform the police, and start legal proceedings against You.

7. Other insurance

a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.

b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.

c. After We pay the amount under Your claim, We have the right to ask for contribution from the

Insurers that have given You the other policies.

d. We will ensure that Our actions do not impose any liability on You.

8. Recovery action by Us

a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
   i. without seeking Your consent,
   ii. in Your name, and
   iii. whether or not Your loss has been fully compensated.

b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.

c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

Clause H. Changes to covers

a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.

b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

Clause I. Waiver of Underinsurance

Underinsurance does not apply to the fire section of the Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

Clause J. Other Details

1. Notices

a. We will send any notice, letter or communication in writing to You at Your address mentioned in the Policy Schedule, and to Your email address that You have registered with Us.

b. You will send any notice, letter, intimation or communication in writing to Us at Our branch office where You purchased this Policy. You can also send it at the address mentioned in the Policy Schedule.

2. Nomination for this Policy

You can nominate a person to receive the claim amount under this Policy in the event of Your death. You can make such nomination at the time You take the Policy, or later. You can also change the nomination at any time. You can make the nomination on Our nomination form available in Our office or from Our website: www.magmainsurance.com

3. Applicable law and jurisdiction

This Policy will be subject to the laws of India, and to the jurisdiction of courts in India.

4. Arbitration

For Individual insured and their families – Arbitration Clause is not applicable.
For other insureds such as entities other than individuals and will include firms, companies, trusts etc.
Arbitration Clause – "The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

5. Standard Special Clause - Agreed Bank Clause

If You have mortgaged, hypothecated or created any security over Your Home orany of its Contents in favour of a Bank, and the Bank has an interest in the Policy, the name of such Bank will also be shown in the Policy Schedule under the title 'Agreed Bank Clause'. If You choose to add the name of such Bank at any time during the Policy Period, this will be shown as an Endorsement.
Under this Clause You agree as follows:

i. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
ii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be binding on all of You and all persons named as the insured.
iii. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
iv. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
v. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
vi. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
vii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person.

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

7. SECTION VII: BUSINESS INTERRUPTION

7.1. Insured Event

In consideration of the Insured named in the Schedule and Certificate of Insurance hereto having paid to The **MAGMA GENERAL INSURANCE LTD** (hereinafter called the COMPANY), the premium mentioned in this Schedule and Certificate of Insurance, the Company agrees (subject to Special Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon and also to the Conditions and Exclusions contained in the Fire Policy covering the interest of the Insured in the property insured under this section at the premises) that if any building or other property or any part thereof used by the Insured at the premises for the purpose of the Business, be destroyed or damaged by the perils covered under the FIRE POLICY,(Destruction or damage so caused being hereafter termed Damage), and the Business carried on by the Insured at the Premises be in consequence thereof interrupted or interfered with, then the Company will pay to the insured the least of following resulting from such interruption or interference in accordance with the Provisions contained therein.

a) In respect of loss of Revenue**:** the amount by which the Revenue during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Revenue

b) In respect of Increase in cost of working**:** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss in Revenue which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the amount of the reduction in Revenue thereby avoided.

c) Six EMI

Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damage.

PROVIDED THAT

a) At the time of the happening of the Damage there shall be in force a FIRE POLICY WITH US covering the interest of the Insured in the property at the premises against such damage and that payment shall have been made or liability admitted there under. However, the Proviso shall not apply where payments is not made under FIRE POLICY, solely due to operation of a proviso in FIRE POLICY excluding liability for losses below a specified amount.
b) The liability of the Company, in no case, shall exceed the least of a) and/or b) or c) mentioned in point 4.1 above.
c) In case, the Sum Insured under Section I.A &/or II (if opted) is less than the loan amount, then the payable EMI amount shall also be reduced in the same proportion as the Sum Insured opted under Section I.A & II bears to the actual loan amount at the time of inception of the Policy.

7.2 Coverage

WHAT WE COVER	WHAT WE EXCLUDE
If Your Business is interrupted because of a loss or damage to the Premises by any of insured perils under Section VI(b) for which valid claim is payable under this Policy, We will pay for the	Loss arising out of, caused by, occasioned by, attributable to or howsoever connected to: 1 any period of Interruption not solely

loss resulting from the interruption in respect of the following items in accordance with the Basis of Settlement and the Limit of Liability. (a) Loss of Revenue (b) Increase in cost of working BASIS OF SETTLEMENT The amount payable as indemnity shall be, (a) In respect of loss of Revenue**:** the amount by which the Revenue during the Indemnity Period shall, in consequence of the damage, fall short of the Standard Revenue. and/or (b) In respect of Increase in cost of working**:** the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss in Revenue which but for the expenditure would have taken place during the Indemnity Period in consequence, but not exceeding the amount of the reduction in Revenue thereby avoided. Or (C) Loss of six EMIs Whichever is less Less any sum saved during the Indemnity Period in respect of such of the working expenses and standing charges of the business as may cease or be reduced in consequence of the damage.	attributable to an insured event under Section VI.1; 2 the loss or absence of any securities, obligations or documents of any kind, stamps, coins or paper-money, cheques, books of Account or other business books, computer systems or records; 3 the loss or absence of any manuscripts, plans, drawings, designs, patterns, models, or moulds; 4 the action or inaction of any public authority; 5 lack of funds on any account whatsoever; 6 a change to the Business or the Insured Premises after the effective date of this endorsement whereby the risk has been increased, unless the we have expressly acknowledges such change and confirmed in writing that the cover provided by us remains in force.

7.3 Special Conditions applicable to section VII;

1) The property against which business interruption claim is preferred must be insured with our Company under a Fire policy and a claim has been preferred under the said policy.
2) If during the Indemnity Period goods shall be sold or services shall be rendered elsewhere than at the Premises for the benefit of the business either by You or by others on Your behalf the money paid or payable in respect of such sales or services shall be brought into accounting in arriving at the Revenue during the Indemnity Period.
3) The cover as described under this Section shall terminate in the event one or more claim(s) becoming admissible and accepted by the Company under this Section and the Company admitting liability up to the Sum Insured mentioned in the policy schedule and Certificate of Insurance.

Conditions:

1. The insurance by this Policy shall cease if:
   a) the business be wound up or carried on by a Liquidator or Receiver or Permanently discontinued or

b) the Insured's interest ceases otherwise than by death
or
c) any alteration be made either in the business or in the premises or property therein where by the risk of Damage is increased, at any time after the commencement of this insurance, unless its continuance be admitted by memorandum signed by or on behalf of the Company.

7.4 Claim Settlement Procedure:

On the happening of any Damage in consequence of which a claim is or may be made under this policy, the insured shall:

a) Forthwith give notice thereof to the Company
b) With due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss.
c) Not later than thirty days after the expiry of the period of Indemnity or within such further time as the Company may in writing allow, at his own expense deliver to the company in writing a statement setting forth particulars of his claim together with details of all other Insurances (if any) covering the damage or any part of it or consequential loss of any kind resulting there from.
d) At his own expense produce or procure and give to the Company such books of account and other business books, vouchers, invoices, balance sheets and other documents, proofs, information, explanation and other evidence as may reasonably be required by or on behalf of the Company for the purpose of investigating or verifying the claim together with a declaration on oath or in other legal from 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 and in the event of non- compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

In no case whatsoever shall the Company be liable in respect of any claim under this Policy after the expiration of:

a) One year from the end of the period of indemnity or if later.
b) Three months from the date on which payment shall have made or liability admitted by the Insurers covering the Damage giving rise to the said claim, unless the claim is the subject of pending action or Arbitration.

Documents required in case of Claim:

The following documents will be required for settlement of claim:

a) Duly completed claim form
b) Amortization schedule from Bank containing EMI particulars, principal amount and outstanding amount.
c) Proof of Claims lodged under Fire Policy.
d) Books of account, Balance sheet and any other documents as required by the Company.
e) Proof of reinstatement of damaged property.
f) Bank statement as on date of loss and date of reinstatement.

7.5 General Exclusions under this section:

This insurance does not cover any loss resulting from damage occasioned by or through or in consequence, directly or indirectly, of any of the following occurrences, namely:-

a) War, Invasion, act of foreign enemy, hostilities or Warlike Operations (whether war be declared or not), Civil War.
b) Mutiny, Civil Commotion assuming the proportion of or amounting to a popular-rising, military rising, insurrection, rebellion, revolution, military or usurped power.

In any action suit or other proceeding where the company alleges that by reason of the provision of this condition any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the Insured.

8. Section VIII: LOSS OF JOB DUE TO RETRENCHMENT

Insured event: For this Section, an Insured Event refers to the Retrenchment of the Insured Person by his/ her employer during the Policy Period.

Definition:
Retrenchment means the termination by the employer of the service of the employee for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action and it does not include the following situations:

i. When a worker voluntarily retires.
ii. When a worker retires upon reaching the age of superannuation, provided that the employment contract includes such a provision.
iii. When a worker's service is terminated because the employment contract expires and is not renewed or if the contract contains a provision for termination in such cases.
iv. When a worker's service is terminated due to health/ work related performance issues.

8.1 Benefit payable under Section VIII

The Company agrees to pay the Loan or EMI amounts due after the Insured Event occurs, until the Insured Person is re-employed or the policy period ends, whichever comes first. This is subject to the terms, conditions, and exclusions in the Policy, and up to the maximum number of EMIs stated in the Policy Schedule and Certificate of Insurance. The claim payment of the EMI will be on a per month basis depending on the proof of employment status of the insured.

8.2 Condition precedent to Section VIII

1. A claim under this section is valid only if the Insured Person has been retrenched and remained unemployed for at least 30 consecutive days ("Retrenchment Period").
2. The coverage is available only for jobs under which regular salary or regular remuneration is provided.
3. The coverage is not applicable for Self-employed persons or for jobs which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer.
4. The coverage is not applicable for employees on Probation/ Training period or similar meaning terminologies where the employment is unconfirmed or of non-permanent nature and the employee must have been in continuous employment with the current employer for at least one year including the Probation/ Training period.
5. The coverage for a specific Insured Person will end if any claims for that person are accepted by the

Company under this Section during the policy period.

8.3 Exclusions applicable to Section VIII

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

1. Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period as specified in the Policy Schedule.
2. Voluntary separation/ resignation or voluntary retirement.
3. Retrenchment due to 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.
4. Discharge from duties due to physical unfitness or ill health.
5. Transfer Into subsidiary company with employee consent that includes retrenchment compensation.
6. Suspension from employment on account of any pending enquiry.

8.4 Claims settlement process applicable to Section VIII

If a claim arises from an Insured Event covered under this Section, the Insured must notify the Company within 30 days of the termination or retrenchment notification. The Insured must then submit the following documents to the Company:

1. Duly completed claim form.
2. Certificate from the employer of the Insured person confirming the retrenchment from employment of the Insured person furnishing the date of retrenchment from employment of the Insured person.
3. Details of severance remuneration by the employer.
4. Certificate if applicable from the Loan lending Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
5. Any other document, as required by the Company.

8.5 Optional cover under Section VIII

A. Reduction of Initial Waiting Period: If this optional cover is applicable, the waiting period for Loss of Job due to Retrenchment as listed in Section 8.3. of this Policy will be reduced to number of days as specified in Policy schedule/ Certificate of Insurance.

B. Reduction in Retrenchment Period Condition: If this optional cover is applicable, the claim under this section becomes valid if the Insured Person has been retrenched and remained unemployed for the number of consecutive days (“Retrenchment Period”) as specified in Policy schedule/ Certificate of Insurance.

PART - III

Standard Terms and Conditions

1. **Incontestability and Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure of 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.

2. **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.

3. **Records to be maintained**

The Insured shall keep an accurate record containing all relevant medical records/employment records/ records for damage arising out of fire and allied Perils/ records related to business operations (as per the nature of coverage under this Policy) and shall allow Us or our representative to inspect such record. The Insured Person as the case may be, shall furnish such information as may be required by Us under this Policy at any time during the Policy Period or until final adjustment (if any) and resolution of all claims under this Policy

4. **No constructive notice**

Any knowledge or information of any circumstances or condition in relation to the Insured Person/ Insured property, which is in Our possession and not specifically informed by the Insured Person shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

5. **Notice of change etc.**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien 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.

6. **Electronic Transactions:**

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

exchange, share or part with any information to or with other Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

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 so to do 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 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**

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.
Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

11. **Cancellation/ Termination**

The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall:

a. refund proportionate premium for unexpired policy period, if the term of policy up to one year and there is no claim (s) made during the policy period.
b. refund premium for the unexpired policy period, in respect of policies with term more than 1 year and risk coverage for such policy years has not commenced.

The Company may cancel the policy at any time on grounds of misrepresentation, non-disclosure of material facts, established fraud by the Insured Person, by giving 7 days' written notice.
In the event of full prepayment of the Loan, the Policy shall continue for remaining Policy tenure for coverage under Section I.A (Critical Illness & Infectious Diseases), Section II (Personal accident) and Section VI (Fire & Allied Perils Cover).

12. **Renewal**

This Policy will automatically terminate on the Policy Period End Date. All renewal notifications should reach the Company on or before the Policy Period.

Policy can be renewed if the loan tenure is more than the Policy tenure. Sum Insured at the time of such renewal shall be as per the outstanding loan amount. The Company reserves the rights to underwrite such renewal request.
Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company. Policy must be renewed within 15/30 days of expiry (Grace Period) to maintain the continuity of Coverage. However no coverage shall be available for expenses incurred during the period of such break.

The Company may, in its sole discretion, revise the renewal premium payable under the Policy provided that revisions to the renewal premium are in accordance with the IRDAI rules and regulations as applicable from time to time. The premium payable on renewal shall be paid to the Company on or before the expiry of the Grace Period.
For the purpose of this provision, Grace Period means a period of fifteen (15) days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases immediately following the Policy Period End Date during which a payment can be made to renew this Policy without loss of continuity benefits such as Waiting Periods and coverage of Pre-existing Diseases. Coverage is not available for the period for which premium is not received by the Company and the Company shall not be liable for any Claims incurred during such period. The provisions of Section 64VB of the Insurance Act shall be applicable.
The Company will ordinarily not refuse to renew the Policy except on ground in case of any inconsistency in the terms and conditions in this Policy vis-a-vis fraud, moral hazard or misrepresentation.

13. **Grace Period**

Grace period of fifteen (15) days, where the policyholder pays the premium on a monthly basis and 30 days in all other cases days from the due date of renewal may be considered, without deeming such grace period as a break in policy.

14. **Notices**

Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile or e-mail.
Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the

case of hand delivery, facsimile or e-mail.

15. **Customer Service**

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

16. **Free Look Period:**

On the first inception of the policy, You have a period of 30 days from the date of receipt of the documents to review the terms and conditions of the Policy. If You disagree to any of the terms or conditions of the Policy You have the option to return the policy stating the reasons for Your objection and You will be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by the Us on the Health check-up, Policy issuance and stamp duty charges. In cases where the risk has already commenced and the option of returning the policy is exercised by You, the refund of the premium paid will also be subject to a deduction for proportionate risk premium for the period We have been on cover. No Claim shall be payable in free look in Period if you opt not to continue with the Cover.
In case of any delay in refund, the insurer shall refund such amounts along with interest at the bank rate plus 2 percent on the refundable amount, from the date of receipt of the request for freelook cancellation till the date of the refund. Such interest shall be paid suo moto by the insurer.

17. **Enhancement of Sum Insured:**

Mid-term enhancement of Sum Insured is not allowed unless additional loan is sanctioned during currency of policy and if the insured/Bank so desires to increase the Sum Insured. The Sum Insured will be increased by paying pro-rata premium from the date of payment of premium till the expiry of the policy Or the Sum Insured can be enhanced at the time of renewal of the policy for additional loan sanctioned.

18. **Notice period to the policyholder in case of any revision/ modification in a policy approved by IRDA:**

Any revision or modifications in a policy approved by IRDA shall be notified to You by us at least 3 months prior to the date , when such revision or modifications comes into effect. The notice shall also contain the reasons for such revision or modifications, in particular the reason for increase in premium and the quantum of such increase along with changes in terms and conditions of the Policy, if any.

19. **Withdrawal of Loan Guard:**

In order to withdraw the Loan Guard Policy, we shall take prior approval from IRDA by giving reasons for withdrawal. In such a case, this Policy can be Renewed in accordance with the then prevailing credit linked health insurance policy terms and conditions as approved by the IRDAI or the Insured Person will have an option to migrate to the nearest substitute product/ plan available with Us as approved by the IRDAI. We shall duly intimate the Insured Person at least three months prior to the date of such withdrawal of this Policy and the options available to the Insured Person at the time of Renewal of this Policy.

20. **Addition/ Deletion:**

New names can be added to the existing group policies by charging pro-rata premium for the unexpired period of insurance. For deletion of names from Group Policies during the currency of the Policy, refund of pro-Rata premium can be allowed only if there is no claim in respect of the particular insured Person at the expiry of the policy only. Additions and deletions will be made once in a month after getting declaration from the employer.

21. **Assignment:**

The payment due under any Benefit under this Policy can be assigned in accordance with provisions of applicable law.

22. **Claim Payment:**

All admissible claims under this policy shall be settled by Us within 15 days from the date of receipt of last necessary claim document.
In the case of delay in the payment of a claim beyond the stipulated timelines as specified above, , We shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

23. **Special condition in case of payment of premium in instalments:**

If the Certificate of Insurance specifies that the payment of premium is in regular instalment mode, then the following conditions shall apply:

a) In case of any claim during the Policy period, an amount equivalent to the balance of the instalment premiums payable shall be recoverable from the admissible claim amount payable.
b) A relaxation period of maximum 15 days from the due date of the monthly instalment or 30 days from the due date of the quarterly/ half yearly instalment payable shall be provided. If the instalment premium due is not received within the above relaxation period, the Policy will be cancelled. We may issue a fresh Policy with all waiting periods applicable subject to Our underwriting guidelines.
c) No interest will be charged in case the instalment premium is not paid on due date, but paid within the period of relaxation
d) If the claim amount is lesser than the balance premium payable, then no claims would be payable till the applicable premium is recovered.

We may also allow premium instalment payment through ECS mode. For this, we will collect authorization in a separate form for Auto Debit / ECS mandate before Policy issuance. The authorization to this facility shall not be part of the proposal form but will be obtained from You as a separate form designed as per extant SEBI guidelines.
You must ensure that there are sufficient funds in Your bank account, through which You have opted ECS facility for payment of premium for this Policy. In case of failure of transactions in ECS mode and non-payment of premium instalment maximum within Relaxation period, the Policy will be terminated. We reserve the rights to do fresh underwriting for issuance of new Policy, in such cases.
In case there is change either in the terms and conditions of the policy contract or in the premium rate, the ECS authorization shall be obtained afresh. You may withdraw from the ECS mode by giving Us a notice at least fifteen days prior to the due date of instalment premium payable as per Your ECS mandate form.
You should carefully take note of the procedures and timelines to be adhered to in connection with the

ECS mandate as specified in the ECS mandate form duly filled by You at the time of opting this mode of payment.

24. **Moratorium:**

After completion of sixty continuous months of coverage (including portability and migration) in health insurance policy, no policy and claim shall be contestable by the insurer on grounds of non-disclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called the moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever the sum insured is enhanced, completion of sixty continuous months would be applicable from the date of enhancement of sums insured only on the enhanced limits.

25. **GENERAL EXCLUSIONS APPLICABLE TO THE POLICY:**

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. due to, or arising out of, or directly or indirectly connected with or traceable to, war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all Heads of State and citizens of whatever nation and of all kinds and acts of terrorism, Riots, Strike, Malicious Acts etc.
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.
8. any consequential or indirect loss or expenses arising out of or related to any Insured Event, which have not been defined under the scope of coverage
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, 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.

26. **GRIEVANCE REDRESSAL:**

In case of any grievance including senior citizen, the insured person may contact the Company through
Website: www.magmainsurance.com
Toll free: 1800 266 3202
E –mail: gro@magmainsurance.com
Fax: 91 033 4401 7471
Courier: Any of Our branch offices or corporate office during business hours

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.
If Insured Person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at:
Magma General Insurance Limited
Equinox Business Park, Tower 3, Ambedkar Nagar
2nd Floor, Unit no. 1A and 1B, LBS Marg,
Kurla West, Mumbai, Maharashtra 400070.
E mail id: gro@magmainsurance.com

For updated details of grievance officer, kindly refer the link
https://www.magmainsurance.com/grievance-redressal

In case of an unlikely event if You do not receive any response from Company, You may approach the office of Insurance Ombudsman after the expiry of 30 days from date of filing the complaint.

If Insured Person is not satisfied with the redressal of grievance through above methods, insured person may also approach the office of Insurance Ombudsman of the respective area/ region for redressal of grievance as per Insurance Ombudsman Rules, 2017. The contact details of the Insurance Ombudsman offices have been provided as Annexure-I. Detailed process along with list of Ombudsman offices are available at council of Insurance Ombudsman https://www.cioins.co.in/

Grievance may also be lodged at IRDAI Integrated Grievance management System:
https://bimabharosa.irdai.gov.in

MAGMA General Insurance Limited

Loan Guard

Ombudsman List:

Office of the Ombudsman	Contact Details	JURISDICTION
AHMEDABAD	Shri Collu Vikas Rao Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
BENGALURU	Mr Vipin Anand Insurance Ombudsman 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@cioins.co.in	Karnataka
BHOPAL	Shri R. M. Singh Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chhattisgarh.
BHUBANESWAR	Shri Manoj Kumar Parida Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
CHANDIGARH	Mr Atul Jerath Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir,Ladakh &

	Email: bimalokpal.chandigarh@cioins.co.in	Chandigarh
CHENNAI	Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
DELHI	Ms Sunita Sharma Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh
GUWAHATI	Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar , S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri N. Sankaran Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp.Hyundai Showroom , A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
JAIPUR	Shri Rajiv Dutt Sharma Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
KOCHI	Shri G. Radhakrishnan	Kerala, Lakshadweep,

	Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Mahe-a part of Union Territory of Puducherry
KOLKATA	Ms Kiran Sahdev Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
LUCKNOW	Shri. Atul Sahai Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
MUMBAI	Mr Vipin Anand Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)

	Email: bimalokpal.mumbai@cioins.co.in	
NOIDA	Shri Bimbadhar Pradhan Insurance Ombudsman Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
PATNA	Ms Susmita Mukherjee Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
PUNE	Shri Sunil Jain Insurance Ombudsman 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.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

For updated list visit- https://www.cioins.co.in/Ombudsman