

Kotak Accident Care – Policy Wordings

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

PART II OF SCHEDULE

1. GENERAL DEFINITIONS

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

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

Ambulance means a road vehicle operated by a licensed/authorised service provider and equipped for the transport and paramedical treatment of the person requiring medical attention.

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

Admission means the Insured Person's admission in a Hospital as an Inpatient for the purpose of medical treatment of an Injury.

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

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

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

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

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

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

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

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

Dental treatment means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery

Dependent Child means a child up to the age of 25 years (naturally or legally adopted), who is financially dependent on You and does not have his independent source of income.

Grace Period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

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

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

Hospitalisation Means admission in a Hospital for a minimum period of 24 consecutive 'In patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

Illness means a sickness or a disease or pathological condition leading to the impairment of normal Physiological function and requires medical Treatment.

- i. **Acute condition** is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- ii. **Chronic condition** is defined as a disease, illness, or injury that has one or more of the following characteristics:
 - a) it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
 - b) it needs ongoing or long-term control or relief of symptoms
 - c) it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
 - d) it continues indefinitely
 - e) It recurs or is likely to recur.

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

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

Intensive Care Unit means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and

where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

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

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

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

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

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 its scope and jurisdiction of licence.

Medically Necessary Treatment means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which

- Is required for the medical management of the Illness or injury suffered by the Insured;
- Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.
- Must have been prescribed by a Medical Practitioner.
- Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

Migration means, the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer

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

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

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

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

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

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

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

Portability means the right accorded to an individual health insurance policyholder (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer

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

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

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

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

Renewal 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.

Room rent means the amount charged by a hospital towards Room and Boarding expenses and shall include the associated medical expenses.

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

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

Sum Insured means the amount specified in the Policy Schedule which is Our maximum, total and cumulative liability for any and all Claims during the Policy Year in respect of all Insured Persons. If the Policy Period is more than one year, then the Sum Insured will apply afresh to each Policy Year in the

Policy Period, but any portion of the Sum Insured which remains un-utilised in any Policy Year shall not be carried forward to any subsequent Policy Year in the Policy Period.

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

Unproven/Experimental Treatment means the treatment, including drug experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

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

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

2. SCOPE OF COVER UNDER SECTION A

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

The Benefits available under Section A of this Policy are described below. Benefits under this Section will be payable subject to the terms, conditions and exclusions of this Policy and the availability of the Sum Insured and subject always to any sub-limits specified in respect of that Benefit and any limits applicable under the Plan in force for the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured:

Claim amount payable under more than one below mentioned benefits (Benefit 1, Benefit 2 and Benefit 3 under Section A are subject to the following:

- ***No compensation would be payable under more than one Benefit pertaining to the same disablement.***
- ***In calculating the amount available to the Insured person under any of these covers/benefits, We shall deduct the amount previously paid/utilized for any of these covers/benefits from the Sum Insured of the cover/benefit under which the claim has been lodged.***
- ***Maximum amount payable would be the Sum Insured of the respective cover/ benefit.***

2.1 Benefit 1: Death resulting from Accident

We will pay the Sum Insured if the Insured Person dies solely and directly due to an Injury sustained in an Accident which occurs during the Policy Period, provided that the Insured Person's death occurs within 12 months from the date of that Accident.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

2.2 Benefit 2: Permanent Total Disablement (PTD) resulting from Accident

We will pay the Sum Insured if the Insured Person suffers Permanent Total Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Total Disablement occurs within 12 months from the date of that Accident:

- (i) Loss of sight of both eyes, or Physical Separation/ Loss of Use of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of sight of one eye and such Physical Separation/ Loss of Use of one entire hand or one entire foot.
- (ii) Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot.
- (iii) If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

2.3 Benefit 3: Permanent Partial Disablement (PPD) resulting from Accident

We will pay the percentage of the Sum Insured specified below if the Insured Person suffers Permanent Partial Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Partial Disablement occurs within 12 months of the date of that Accident.

Maximum amount payable in respect of multiple nature of disablement (more than 100%) would be restricted to Sum Insured opted by the Insured for this Benefit as mentioned in the Policy Schedule

S. No.	Loss Covered	Percentage of Sum Insured
1.	Loss of Use/ Physical Separation:	
	One entire hand	50%
	One entire foot	50%
	Loss of Sight of one eye	50%
	Loss of toes – all	20%
	Great both phalanges	5%
	Great – one phalanx	2%
	Other than great if more than one toe lost	1%
2.	Loss of Use of both ears	50%
3.	Loss of Use of one ear	20%
4.	Loss of four fingers and thumb of one hand	40%
5.	Loss of four fingers	35%
6.	Loss of thumb	
	- both phalanges - one phalanx	25% 10%
7.	Loss of Index finger	
	three phalanges	10%
	two phalanges one phalanx	8% 4%
8.	Loss of middle finger –	
	three phalanges	6%
	two phalanges one phalanx	4% 2%
9.	Loss of ring finger -	
	three phalanges two phalanges	5% 4%

	one phalanx	2%
10.	Loss of little finger – three phalanges two phalanges one phalanx	4% 3% 2%
11.	Loss of metacarpus - first or second (additional) third, fourth or fifth (additional)	3% 2%

2.4 Benefit 4: Temporary Total Disablement (TTD) resulting from Accident

If the Insured Person sustains an Injury in an Accident which occurs during the Policy Period and which completely incapacitates the Insured Person from engaging in any employment or occupation of any description whatsoever which the Insured Person was capable of performing at the time of that Accident (Temporary Total Disablement), We will pay the weekly benefit specified in the Policy Schedule for each week for which the Temporary Total Disablement continues provided that:

- (i) We will not make payment for more than 100 weeks
- (ii) The Temporary Total Disablement is certified in writing by a Medical Practitioner to have commenced within 30 days from the date of that Accident.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

3. EXTENSIONS UNDER SECTION A

The following Extensions will be applicable under the Policy only if We have received the applicable premium due for that Extension in full and the Policy Schedule specifies that the Extension is in force for the Insured Person.

Benefits under the Extension will be applicable subject to the terms, conditions and exclusions of the Extension, the terms, conditions and exclusions of the Policy and the availability of Annual Sum Insured and subject always to any sub-limits specified in respect of that Extension and any limits applicable under the Plan in force for the Insured Person as specified in the Policy Schedule.

Claims under any Extension will be accepted only if We have accepted a Claim under relative cover of Section A of this Policy.

3.1 Extension 1: Carriage of Dead Body

If We have admitted a Claim under Benefit 1, We will reimburse the costs incurred up to the limit specified in the Policy Schedule for this Extension for transporting the Insured Person's body from the place of death to the place of residence provided that as a Condition Precedent We are given a detailed account of the expenses incurred along with the supporting bills and documents, substantiating such expenses.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

3.2 Extension 2: Permanent Total Disablement Improvement Benefit

If We have admitted a Claim under Benefit 2, We will reimburse the costs incurred up to the limit specified in the Policy Schedule for this Extension to allow for improvements to be carried out in the Insured Person's residence which are certified in writing by a Medical Practitioner to be necessary following the Insured Person's Permanent Total Disablement.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

3.3 Extension 3: Permanent Partial Disablement Improvement Benefit

If We have admitted a Claim under Benefit 3, We will reimburse the costs incurred up to the limit specified in the Policy Schedule for this Extension to allow for improvements to be carried out in the Insured Person's residence which are certified in writing by a Medical Practitioner to be necessary following the Insured Person's Permanent Partial Disablement.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

3.4 Extension 4: Children's Education Grant

If We have admitted a Claim under Benefit 1 or Benefit 2, We will pay the amount up to the limit specified in the Policy Schedule, in respect of Insured Person's dependent child under the Age of 25 and unmarried as on the date of occurrence towards the Dependent child's education, irrespective of whether the child (children) is an Insured Person under this Policy.

This benefit shall be payable subject to the dependent child pursuing an educational course as a full time student at an accredited educational institution and not have any independent source of income.

Any Claim towards this benefit that becomes admissible where the Dependent child (children) is a minor, shall be payable to the legal guardian.

Irrespective of the number of Children, maximum amount payable is the Sum Insured as mentioned in the Policy Schedule.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

3.5 Extension 5: Ambulance Charges

We will reimburse the Reasonable and Customary Charges incurred up to the limit specified in the Policy Schedule for this Extension towards transportation of the Insured Person by a vehicle operated by a licensed / authorised service provider and equipped for the transport and paramedical treatment of the person requiring medical attention to a Hospital for treatment of an Injury/death following an Accident.

The limit specified is payable per policy year to the Insured Person.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

3.6 Extension 6: Funeral Expenses

If We have admitted a Claim under Benefit 1, We will reimburse the costs incurred up to the limit specified in the Policy Schedule for this Extension for the Insured Person's funeral.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

4. SCOPE OF COVER UNDER SECTION B

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

The Benefits available under Section B of this Policy are described below. Benefits under this Section will be payable subject to the terms, conditions and exclusions of this Policy and the availability of the Sum Insured and subject always to any sub-limits specified in respect of that Benefit and any limits applicable under the Plan in force for the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured of the respective cover of Section B as mentioned in the Policy Schedule.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

4.1 Benefit 1: Accidental Hospital Daily Cash Benefit

We will pay the Hospital Daily Cash Benefit specified in the Policy Schedule for each and every completed day of the Insured Person's Hospitalization for treatment of an Injury sustained during an Accident which occurs during the Policy Period provided that:

- (i) The Insured Person's Admission to Hospital for Medically Necessary Treatment is within 7 days of the occurrence of the Accident.
- (ii) The Insured Person's Hospitalization extends for at least the minimum number of consecutive days specified in the Policy Schedule for this Benefit.
- (iii) We shall not be liable to make payment for more than the maximum number of days specified in the Policy Schedule for this Benefit.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

4.2 Benefit 2: Accidental Hospitalization Expenses Reimbursement

We will indemnify the Medical Expenses incurred on the Insured Person's Hospitalization for treatment of an Injury sustained during an Accident which occurs during the Policy Period subject to the Sum Insured as mentioned against this benefit in the Policy Schedule provided that:

- (i) The Insured Person's Admission to Hospital for Medically Necessary Treatment is within 7 days of the occurrence of the Accident.
- (ii) The Medical Expenses incurred are Reasonable and Customary Charges.
- (iii) We shall not be liable to indemnify any expenses incurred on eyeglasses, contact lenses or hearing aids or for the examination for the prescription or fitting unless the Policy Schedule specifies that these expenses will be covered and the impairment of vision or hearing is caused as a result of Accident.

- (iv) We shall not be liable to pay any pre and post hospitalization expenses incurred as result of Accident.
- (v) The mode of payment of claim would be on reimbursement basis

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

4.3 Benefit 3: Convalescence Benefit

We will pay the Convalescence Benefit Amount of INR 10,000/- payable on hospitalisation for a Minimum of 10 consecutive days for this Benefit if the Insured Person's Hospitalization for treatment of an Injury sustained during an Accident which occurs during the Policy Period is certified in writing by a Medical Practitioner to be for more than the number of days specified in the Policy Schedule for this Benefit provided that the Insured Person is Admitted to Hospital for Medically Necessary Treatment within 7 days of the occurrence of the Accident.

The limit specified is payable only once per Policy year to the Insured Person.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

5. EXCLUSIONS AND LIMITATIONS

We shall not be liable to make any payment under Section A, Extensions under Section A and Section B of this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions listed below:

- (i) Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, except where such condition arises directly as a consequence of an accident during the policy period.
- (ii) Disease, Injury, death or disablement directly or indirectly due to 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 end's invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft
- (iii) Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, dissipation, (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease, intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them
- (iv) Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury
- (v) Any Injury present prior to the commencement of Policy Period, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury
- (vi) Any Medical Expenses not incurred in a Hospital or Day Care Centre

- (vii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
- from intentional self-injury, suicide or attempted suicide;
 - whilst under the influence of intoxicating liquor or drugs;
 - whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification.
[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
 - directly or indirectly caused by venereal disease
 - arising or resulting from the Insured Person committing any breach of law with criminal intent.
- (viii) Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
- (ix) Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or nuclear fusion
- (x) Directly or indirectly caused by or contributed by/ or arising from Nuclear weapon materials
- (xi) Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear
 - "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property
 - "Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants
- (xii) All non-medical expenses listed in Annexure II (List I) of the Policy.

6. CLAIMS ADMINISTRATION

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

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

7. CLAIMS PROCEDURE

On the occurrence or discovery of any Injury that may give rise to a Claim under this Policy, We shall be given the intimation within 10 days and provided the following necessary information and documentation in respect of the Claims within 30 days, of the Insured Person's Injury occurring:

7.1 Basic documents required for All claims

- (i) Photo Identity Proof (Any one) - Voter ID, Passport, PAN Card, Driving License, Ration Card, Aadhar, or any other proof accepted by the KYC norms as approved by the Company and which is admissible in court of law
- (ii) Duly completed and signed claim form in original as prescribed by Us.
- (iii) Copy of FIR/ Panchnama /Police Inquest Report (if conducted) duly attested by the concerned Police Station;
- (iv) Copy of Medico Legal Certificate(if conducted) duly attested by the concerned Hospital,

7.2 Additional documents required in case of Death Resulting from Accident

- (i) Original Death certificate issued by the office of Registrar of Birth & Deaths;
- (ii) Death summary issued by a Hospital;
- (iii) Post Mortem Report (if conducted);
- (iv) Identity proof of Nominee or Original Succession Certificate/Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased.
- (v) Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc

7.3 Additional documents required in case of Permanent Total Disablement (PTD) resulting from Accident / Permanent Partial Disablement (PPD) resulting from Accident

- (i) Original treating Medical Practitioner's certificate describing the disablement;
- (ii) Original Discharge summary from the Hospital;
- (iii) Photograph of the Insured Person reflecting the disablement;
- (iv) Prescriptions and consultation papers of the treatment; Disability certificate issued by treating Medical Practitioner.
- (v) Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable

7.4 Additional documents required in case of Temporary Total Disablement (TTD) resulting from Accident

- (i) Original treating Medical Practitioner's certificate describing the disablement;
- (ii) Original Discharge summary from the Hospital;
- (iii) Photograph of the Insured Person reflecting the disablement;
- (iv) Prescriptions and consultation papers of the treatment; Disability certificate issued by treating Medical Practitioner.
- (v) Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable
- (vi) Leave/Absence Certificate from Employer (If Employed)
- (vii) Medical Practitioner's certificate confirming the Injury and advising rest/ unfit to work for specified number of days
- (viii) Fitness Certificate

7.5 Additional documents for Benefits (as applicable):

- (i) **Ambulance Charges**
 - a. Original Bill from a certified Ambulance Service Provider or Hospital
- (ii) **Children's Education Grant**
 - a. Proof to establish relationship – Passport/Education certificate establishing proof of relationship of child with parents/Birth Certificate or Adoption Papers(if adopted)
 - b. Photo Identity Proof of Child
 - c. Age proof of Child
 - d. Certificate from Educational Institution describing course details
- (iii) **Carriage of Dead body / Funeral Expenses**
 - a. Documents as enumerated under claim for Personal Death Claim
 - b. Original receipts of expenses incurred for carriage of dead body / funeral expenses
- (iv) **Additional documents required in case of Permanent Total Disablement Improvement Benefit / Partial Disablement Improvement Benefit**
 - a. Original treating Medical Practitioner's certificate describing the disablement;
 - b. Original Discharge summary from the Hospital;
 - c. Photograph of the Insured Person reflecting the disablement;
 - d. Prescriptions and consultation papers of the treatment; Disability certificate issued by treating Medical Practitioner.
 - e. Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable
 - f. Medical Practitioner's certificate recommending the alterations
 - g. Original receipts of expenses incurred for carrying out the alterations
- (v) Claim documents under Section B of the Product
 - a. Discharge Summary from The Hospital
 - b. Medical & Investigation reports
 - c. Prescriptions, and consultation papers of the treatment
 - d. Any other medical, investigation reports, as applicable

8. CLAIM INVESTIGATION, SETTLEMENT & REPUDIATION

- (i) We may investigate claims at Our own discretion to determine the validity of a claim. This investigation will be conducted within 15 days of the date of assigning the claim for investigation and not later than

- 6 months from the date of receipt of claim intimation. All costs of investigation will be borne by Us and all investigations will be carried out by those individuals/entities that are authorised by Us in writing
- (ii) We shall settle or repudiate a Claim within 30 days of the receipt of the last necessary information and documentation set out above. In case of suspected frauds, the last “necessary” documents will include the receipt of the investigation report from Our representatives
 - (iii) Payment for claims will be made to You. In the unfortunate event of Your death, We will pay the Nominee named in the Policy Schedule or Your legal heirs or legal representatives holding a valid succession certificate
 - (iv) In case of delay in payment, We shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us
 - (v) If the Claim is not notified to Us within these specified timeframes, then We shall be provided the reasons for the delay in writing. We will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant’s control

9. METHOD OF ASSESSMENT AND PAYMENT OF CLAIM

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

In the event that a claim becomes payable under the terms of the Policy, We shall make such payment in a lump sum amount to the Insured Person/ Policyholder.

PART III OF THE SCHEDULE

General Terms and Conditions

1. Disclosure of Information

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

2. Reasonable Care

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

3. Observance of terms and conditions

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

4. Material change

Material information to be disclosed to Us includes every matter that You are aware of or could reasonably be expected to know that relates to questions in the Proposal Form and which is relevant to Us in order to accept the risk and the terms of acceptance of the risk. You shall notify Us in writing of any material change

in the risk in relation to the declarations made in the proposal form or medical examination report at each Renewal and We may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

You shall keep an accurate record containing all relevant medical records and shall allow Us to inspect such records. You shall exercise all necessary co-operation in obtaining the medical records from the Hospital, and furnish them, as We may require in relation to the Claim within reasonable time limit and within the time limits specified in the Policy.

6. No constructive Notice

Any knowledge or information of any circumstances or condition in Your connection in possession of any of Our personnel and not specifically informed to Us by You shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

7. Overriding effect of Part II of the Policy

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

8. Limitations of Liability

If a Claim is rejected or partially settled under the terms of the Policy and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the Claim shall be deemed to have been abandoned and Our liability in respect of it shall be extinguished.

9. Loadings and Underwriting

We may apply an additional risk loading for Insured persons buying the Policy for the first time based on occupation. These loadings will be applied from the Inception Date of the first Policy including subsequent Renewals with Us. We will inform You about the applicable risk loading through a counter offer letter and We will only issue the Policy once We receive your consent and applicable additional premium. In such cases, 100% loading of premium will be applied against occupation. There will be no loadings based on individual claims experience. These loadings will be applied on all the covers (Section A, Extension under Section A and Section B) opted.

10. Free Look Period

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

1. The insured will be allowed a period of at least 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable
2. If the insured has not made any claim during the free look period, the insured shall be entitled to-
 - a. A refund of the premium paid less any expenses incurred by the insurer on medical examination of the insured persons and the stamp duty charges or;

- b. Where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
- c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

11. Endorsements

The Policy will allow the following endorsements during the term of the Policy. Any request for endorsement must be made by You in writing. Any endorsement would be effective from the date of the request as received from You, or the date of receipt of premium, whichever is later other than for change in Date of Birth which will be with effect from inception.

1. Non-Financial Endorsements – which do not affect the premium.

- o Rectification in Name of the Proposer
- o Rectification in Name of the Member
- o Rectification in Gender of the Member
- o Rectification in Relationship of the Member with the Proposer
- o Rectification of Date of Birth of the Member (if this does not impact the premium)
- o Change in the correspondence address of the Proposer
- o Change / Updation in the contact details viz., Phone No., E-mail Id, etc.
- o Updation of alternate contact address of the Proposer

2. Financial Endorsements – which result in alteration in premium

- o Increase / Decrease of Sum Insured

12. Cancellation/termination

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

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

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

13. Cause of Action / Currency for Payments

Claims under this Policy shall be payable if the cause of action arises anywhere in the world.

For the below mentioned covers, the cause of action shall be restricted to India:

Benefit 1: Accidental Hospital Daily Cash Benefit,
Benefit 2: Accidental Hospitalization Expenses Reimbursement,
Benefit 3: Convalescence Benefit,

All Claims shall be payable in India and shall be in Indian Rupees only.

14. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both You and Us to be adjudicated or interpreted in accordance with Indian law and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters

arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

15. **Grace Period & Renewal**

- (i) The Policy will automatically terminate at the end of the Policy Period and must be renewed within the Grace Period for continuity of cover.
- (ii) The Policy may be renewed by mutual consent and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy. We will not be liable to pay for any claim arising out of an Injury/Hospitalisation that occurred during the Grace Period. The provisions of Section 64VB of the Insurance Act 1938 shall be applicable. All policies Renewed within the Grace Period shall be eligible for continuity of cover.
- (iii) The Policy is ordinarily renewable on mutual consent, subject to application of Renewal and realization of Renewal premium.
- (iv) Renewals will not be denied except on grounds of misrepresentation, moral hazard, fraud, non-disclosure of material facts or non-co-operation by You.
- (v) If We have discontinued or withdrawn this product/plan You will have the option to renewal under the nearest substitute Policy being issued by Us, provided however benefits payable shall be subject to the terms contained in such other policy which has been approved by IRDAI.
- (vi) You shall make a full disclosure to Us in writing of any material change in the health condition or occupation of any Insured Person at the time of seeking Renewal of this Policy, irrespective of any claim arising or made. The terms and condition of the existing policy will not be altered.
- (vii) We may, revise the Renewal premium payable under the Policy or the terms of cover, provided that all such changes are approved by IRDAI and in accordance with the IRDAI rules and regulations as applicable from time to time. Renewal premium will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.
- (viii) Alterations such as increase/ decrease in Sum Insured or change in plan/product will be allowed at the time of Renewal of the Policy. You can submit a request for the changes by filling the proposal form before the expiry of the Policy. Such request of change would be appropriately dealt as per the underwriting policy of the Company. The terms and conditions of the existing policy will not be altered.

16. **Portability and Continuity Benefits**

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

It is further agreed and understood that:

You have been covered under an Indian health insurance policy from a non-life insurance company or Health Insurance company registered with IRDAI without any break;

- i. We should have received Your application for Portability with complete documentation at least 45 days before the expiry of Your present period of insurance;
- ii. Portability benefit will be offered to the extent of sum of previous Base Annual Sum Insured (if opted for), and Portability shall not apply to any other additional increased Base Annual Sum Insured.

- iii. You shall make a full disclosure to us in writing of any material change in occupation and in the health condition.
- iv. We may subject Your proposal to Our medical underwriting, restrict the terms upon which We may offer cover, the decision as to which shall be as per our underwriting practices and underwriting policy of the Company.
- v. There is no obligation on Us to insure all Insured Persons on the proposed terms, even if You have given Us all documentation.
- vi. We should have received the database and claim history from the previous insurance company for Your previous policy.
- vii. After maintaining the Policy with Us for the Policy Period You may port the Policy to any other similar product offered by us or any other Insurers in the market.

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

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

17. Multiple Policies:

i. If two or more policies are taken by an Insured during a period from one or more insurers, the contribution clause shall not be applicable where the cover/ benefit offered:

1. Is fixed in nature;

2. Does not have any relation to the treatment costs;

ii. In case of multiple policies which provide fixed benefits, on the occurrence of the Insured event in accordance with the terms and conditions of the policies, the insurer shall make the claim payments independent of payments received under other similar policies.

iii. If two or more policies are taken by an insured during a period from one more insurers to indemnify treatment costs, the insurer shall not apply the contribution clause, but the policyholder shall have the right to require a settlement of his claim in terms of any of his policies

1. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim without insisting on the contribution clause as long as the claim is within the limits of and according to the terms of the chosen policy.

2. If the amount to be claimed exceeds the Base Annual Sum Insured under a single policy after considering the deductible or co-pays, the policy holder shall have the right to choose insurers by whom the claim to be settled. In such cases, the insurer may settle the claim with contribution clause.

Except in benefit policies, in cases where an insured has policies from more than one insurer to cover the same risk on indemnity basis, the insured shall only be indemnified the hospitalization costs in accordance with the terms and conditions of the policy.

18. Assignment

An assignment of this policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the assignor and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made. Such assignment shall be operative as against the Company effective from the date the Company receives a written notice of the assignment/request and endorses the same on the Policy.

The Company may, accept the assignment, or decline to act upon any endorsement, where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy. However, by recording the assignment the Company does not express any opinion upon the validity nor accepts any responsibility on the assignment.

The Assignment of policy is subject to Sections 38, 39 and 40 of the Insurance Act, 1938 as amended from time to time.

19. Communications & Notices

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

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

In Our case, at Our address specified in the Policy Schedule.

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

20. Customer Service

If at any time You require any clarification or assistance, You may contact Our offices at the address specified in the Policy Schedule, during normal business hours or contact Our call centre.

21. ECS/ Auto Debit Payment Facility

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

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

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

Grievances

For resolution of any query or grievance, insured may contact the respective branch office of the Company or may call at 18002664545 or may write an e-mail at care@kotak.com.

For senior citizens, please contact the respective branch office of the Company or call at 18002664545 or may write an e-mail at seniorcitizen@kotak.com.

In case the insured is not satisfied with the response of the office, insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com. In the event of unsatisfactory response from the Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman is available at website: www.kotakgeneralinsurance.com

The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: www.ecoi.co.in/ombudsman.html

The details of the Insurance Ombudsman is available at Annexure I.