Loan Secure Insurance Policy - Policy Wordings

Policy Number	
Issuing Office	

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

PART I	OF THE POLICY		
SCHED	ULE		
Policy is	sue Date:		
1. Detai	ls of Policy Holder/ Insur	ed	
a. Nan	ne:		
d. Con	tact Details:		
2. Policy	y coverage		
Policy	Period:		
St	art Date and Hour		
Eı	nd date and Hour		
3. Basis	of Sum Insured:		Reducing Balance Sum Insured Fixed Sum Insured
4. Loan	Account No:		
5. Plan:		Silve	r/Gold/Platinum/Diamond
- a		4.	

6. Sum Insured and Coverage Sections

. Sam insured and coverage sections								
Section	Cover	Y/N	Deductible	Sum Insured	Premium			
Section I	Major Medical Illnesses							
Section II	Personal Accident							
Section III	Loss of Job							
	Fire							
Section IV	a) Structure							
	b) Contents							

7. Special Conditions

Any Physical, medical or mental condition, Illness, Injury or treatment or service which is specifically excluded in the under Policy for the Insured.

Name of	Age	Pre Existing	Name of	Relation	
Insured		diseases	condition/treatment/Illnesses/	the	with
		declared	Surgical procedure excluded	Nominee	Nominee
		Yes/No			

Policy Deductible/Excess: Applicable to Section IV, Earthquake and Terrorism losses only. Refer

Additional (Clauses	attached:
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Additional Clauses attached:		
-		• /
8. Type of Policy : Single Prem9. Premium Details	nium	
Basic Premium:	(Rs.)	
Extension Premium:	(Rs.)	
Total Premium:	(Rs.)	
Less: Discount (if any):	(Rs.)	
Net Premium:	(Rs.)	
Add: Service Tax* and Educa	ation CESS (as applicable):(Rs.)	
Total Amount:(Rs.)		
* Service Tax is subject to change	ge as per change in Tax Laws	
	ar of cheque, this Policy docume whether a separate communication	nt automatically stands cancelled is sent or not.
In witness		
For and On Behalf of	Universal Sompo General	Insurance Company Limited
Authorised Signatory		
Agency Details Agency Code: Agency Name: Contact Number:		
TPA: The Policy will be ser	viced directly by the Company	y. Please get in touch with Ou

ır representative for complete details.

IN WITNESS WHEREOF the undersigned being duly authorized by and on behalf of the Company has/have here onto set his/their hands

Disclaimer: This Policy shall be null and void ab initio if the Premium cheque / the valid negotiable instrument as received by this company bearing the Collection No.is dishonored by the Bank. Issuance of the Premium receipt is not a proof of risk acceptance.

PART II OF THE POLICY

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

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

- 1. **Accident**means a sudden unforeseen and involuntary event caused by external, visible and violent means.
- 2. **Bank** means a banking Company which transacts the business of banking in India and is regulated by the policies of Reserve Bank of India and other banking laws.
- 3. **Beneficiary**: In case of Death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse or immediate blood relative of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted followed by the Insured Person's legal heirs. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
- 4. **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d'état, and the consequences of Martial law.
- 5. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
- 6. **Confirmation** means Confirmation of Availability of Insurance issued by the Company to the insured confirming that the Insured is entitled to insurance coverage under this Policy.
- 7. **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
- 8. **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.
- 9. **Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934
- 10. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- a) **Acute Condition** is a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/Illness/Injury which leads to full recovery.
- b) **Chronic condition**is defined as a disease, Illness, or Injury that has one or more of the following characteristics
 - it needs on-going or long-term monitoring through consultations, examinations, checkups, and/or tests
 - it needs on-going or long-term control or relief of symptoms

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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.

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- it requires Your rehabilitation or for You to be specially trained to cope with it
- it continues indefinitely
- it comes back or is likely to come back.
- 11. **Injury** means accidental physical bodily harm excluding Illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- 12. **Insured** means the Individual(s) whose name(s) are specifically appearing as such in Section 1 of the Schedule to this Policy and arereferred to as "You"/"Your"/"Yours"/"Yourself". For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured may present a claim on behalf of the Insured to the Company.
- 13. **Insured Event**means any event specifically mentioned as covered under this Policy.
- 14. **Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in Section 1 of this Policy
- 15. **Medical Advice**Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 16. **Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence and is not a member of the Insured Person's Family.
- 17. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured. For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.
- 18. **Permanent Total Disablement** means disablement, as the result of a Bodily Injury, which:
 - a) continues for a period of twelve (12) consecutive months, and
- b) is confirmed as total, continuous and permanent by a Medical Practitioner after the twelve (12) consecutive months, and
- c) entirely prevents an Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 19. **Period of Insurance** means the period commencing from the Policy start date of the first Major Medical Illnesses& Procedures Policy with the Company, under which the Insured is covered, subject to the Insured continuously renewing such Major Medical Illnesses& Procedures Policy with the Company without any break and terminating at midnight on the Policy end date as specified in the Schedule to this Policy. No benefit shall accrue to the Insured on account of the Period of Insurance unless the dates are evidenced in writing against the caption of "Period of Insurance" of this Policy. For the purpose of avoidance of doubt it is clarified that if no dates are evidenced in writing against the caption "Period of Insurance" as mentioned above, then the Period of Insurance shall mean the Policy Period.
- 20. **Physical Separation** means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.
- 21. **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
- 22. **Policyholder** means the entity or person named as such in the Schedule



- 23. **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.
- 24. **Portability** means transfer by You, an individual health insurance Policy holder (including Family cover) of the credit gained for pre-existing conditions and time bound exclusions if You choose to switch from other insurer to Us.
- 25. **Pre-Existing Disease**means any condition, ailment or Injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed, and / or received Medical Advice / treatment within 48 months to prior to the first Policy issued by the Company.
- 26. **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.
- 27. **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.
- 28. **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.
- 29. **Renewal** means defining 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 all waiting periods.
- 30. **Schedule** means this Schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.
- 31. **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.
- 32. **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside.
- 33. **Subrogation** means Our rights to assume Your rights to recover expenses paid out under the policy that may be recovered from any other source.
- 34. **Sum Insured** means and denotes the amount of cover available to the Insured subject to the terms and conditions of this Policy and as stated in the Table of Benefits given in the Schedule of this Policy which is the maximum liability of the Company under this Policy.
- 35. **Surgery or Surgical Procedure** means manual and / or operative procedure(s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner
- 36. **Terrorism** means activities against persons, organizations or property of any nature:
 - A. that involve the following or preparation for the following:
 - a) use or threat of force or violence; or
 - b) commission or threat of a dangerous act; or

- c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- B. when one or both of the following applies:
 - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 37. **You/Your/Yours/Yourself** means the person(s) that We insure and is/are specifically named as Insured in the Schedule.
- 38. We/Our/Ours/Usmeans Universal Sompo General Insurance Company Limited.
- 39. **War** means War, whether declared or not or any warlike activities, including use of the military force by any sovereign nations to achieve economic, geographic, nationalistic, political racial religious or other ends.

BENEFITS UNDER THE POLICY

1. SECTION I: MAJOR MEDICAL ILLNESSES&SURGICAL PROCEDURES

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

Silver Plan

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
 - 1. Cancer of Specified Severity
 - 2. Kidney Failure requiring regular dialysis
 - 3. Multiple Sclerosis with Persisting Symptoms
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
 - 4. Major Organ/ Bone Marrow Transplant
 - 5. Open Heart Replacement
 - 6. Coronary Artery Bypass Graft
- c) Occurrence for the first time of the following medical events more specifically described below:
 - 7. Permanent Paralysis of Limbs
 - 8. First Heart Attack of Specified Severity
 - 9. Stroke resulting in Permanent Symptoms

Gold Plan

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
 - 1. Cancer of Specified Severity
 - 2. Kidney failure requiring regular dialysis
 - 3. Multiple Sclerosis with Persisting Symptoms
 - 4. Benign Brain Tumor
 - 5. Parkinson's Disease
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
 - 6. Major Organ / Bone Marrow Transplant
 - 7. Open Heart Replacement
 - 8. Coronary Artery Bypass Graft

- c) Occurrence for the first time of the following medical events more specifically described below:
 - 9. Stroke resulting in Permanent Symptoms
 - 10. Permanent Paralysis of Limbs
 - 11. First Heart Attack of Specified Severity
 - 12. Coma of Specified Severity

Platinum Plan

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
 - 1. Cancer of Specified Severity
 - 2. Kidney Failure requiring regular dialysis
 - 3. Multiple Sclerosis with Persisting Symptoms
 - 4. Benign Brain Tumor
 - 5. Parkinson's Disease
 - 6. End Stage Liver Disease
 - 7. Alzheimer's Disease
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
 - 8. Major Organ/ Bone Marrow Transplant
 - 9. Open Heart Replacement
 - 10. Coronary Artery Bypass Graft
 - 11. Surgery of Aorta
- c) Occurrence for the first time of the following medical events more specifically described below:
 - 12. Stroke resulting in Permanent Symptoms
 - 13. Permanent Paralysis of Limbs
 - 14. First Heart Attack of Specified Severity
 - 15. Coma of Specified Severity

Diamond Plan

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
 - 1. Cancer of Specified Severity
 - 2. Kidney Failure requiring regular dialysis
 - 3. Multiple Sclerosis with Persisting Symptoms or
 - 4. Benign Brain Tumor
 - 5. Parkinson's Disease
 - 6. End Stage Liver Disease
 - 7. Alzheimer's Disease
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
 - 8. Major Organ / Bone Marrow Transplant
 - 9. Open Heart Replacement
 - 10. Coronary Artery Bypass Graft
 - 11. Surgery of Aorta
- c) Occurrence for the first time of the following medical events more specifically described below:
 - 12. Stroke resulting in Persisting Symptoms
 - 13. Permanent Paralysis of Limbs
 - 14. First Heart Attack of Specified Severity
 - 15. Coma of Specified Severity
 - 16. Major Burns
 - 17. Deafness
 - 18. Loss of Speech

1.1 Specified Critical Illnesses and Surgical Procedures

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

1. Cancer of specified severity

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

The following are excluded -

- i) Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii) Any skin cancer other than invasive malignant melanoma
- iii) Papillary micro carcinoma of the thyroid less than 1 cm in diameter
- iv) Chronic lymphocyctic leukaemia less than RAI stage 3
- v) All tumours of the prostate unless histological classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2NOMO
- vi) Microcarcinoma of the bladder
- vii) All tumours in the presence of HIV infection

2. First Heart Attack of Specified Severity

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

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

The following are excluded:

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

3. Open Chest CABG

The actual undergoing of open chest Surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of Surgery has to be confirmed by a specialist Medical Practitioner.

The following are excluded:

- i) Angioplasty and/or any other intra-arterial procedures
- ii) Any key-hole or laser Surgery.

4. Open Heart Replacements

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

5. Coma of Specified Severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

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

iii) Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

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

6. Kidney Failure requiring regular dialysis

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

7. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and 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. Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

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

The following are excluded:

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

9. Permanent Paralysis of Limbs

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

10. Multiple Sclerosis with persisting symptoms

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all ofthe following:

- i) Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- ii) There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
- iii) Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.

Exclusion

Other causes of neurological damage such as SLE and HIV

11. Benign Brain Tumor

First diagnoses of a benign intracranial tumor where the following conditions are met:

- i) The tumor is life threatening
- ii) It has caused damage to the brain and
- iii) It has undergone surgical removal or, if inoperable, has caused permanent neurological deficit certified by a neuro-surgeon.

The following are excluded

Cysts, Granulomas, Vascular Malformations, and Hematomas.

12. Parkinson's Disease

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

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

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

13. End Stage Liver Disease

End stage liver disease resulting in cirrhosis and evidenced by all of the following criteria:

- i) Permanent jaundice,
- ii) Ascites,
- iii) Encephalopathy,
- iv) Portal hypertension.

Liver disease secondary to alcohol or drug misuse is excluded.

14. 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

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. Major Burns

Third Degree burns covering at least 50% of body surface area.

17. Deafness

Total and irreversible loss of hearing in both ears as a result of Illness or Injury. The diagnosis has to be confirmed by an ear, nose and throat specialist (ENT specialist) and proven by means of audiometry.

18. Loss of Speech

Total and irreversible loss of the ability to speak due to physical damage to the vocal chords due to Illness or Injury. The condition has to be medically documented for at least 6 months.

1.2 Benefit Payable Under Section I

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

1.3 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) Any Pre-Existing Illness- Any Insured Event arising on account of or in connection with any Pre-Existing Illness
- b) If the Insured does not submit a medical certificate from the Medical Practitioner evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical / Surgical Procedure in relation to the claim of the particular Insured person.
- c) The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance.
- d) Any congenital Illness or condition.
- e) Any medical procedure or treatment, which is not medically necessary or not performed by a Medical Practitioner.
- f) Any physical, medical or mental condition or treatment or service that is specifically excluded in the Policy in Part I of the Policy under Special Conditions.
- g) Treatment relating to birth defects and external congenital Illnesses.
- h) Birth control procedures and hormone replacement therapy.
- i) Any treatment/Surgery for change of sex or any cosmetic Surgery or treatment/ Surgery /complications/Illness arising as a consequence thereof.
- j) Treatment by a family member and self-medication or any treatment that is not scientifically recognized.

1.4 Specific Conditions Applicable To Section I:

The cover under this Policy, for the specific Insured Person, shall terminate in the event of claim in respect of such Insured becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other Section of this Policy except under Section IV.

2. SECTION II: PERSONAL ACCIDENT:

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

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

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

- i) Loss of sight of both eyes; or
- ii) Actual loss by Physical Separation of both hands or both feet or one entire hand and one entire foot; or
- iii) Loss of use of both hands or both feet or of one hand and one foot without Physical Separation; Provided that, such disablement shall as a direct consequence thereof permanently disable the Insured person from resuming his normal occupation or engaging in similar gainful employment.

2.1Benefit Payable Under Section II:

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

2.2 Exclusions Applicable To Section II:

The Company shall not be liable under this Section for:

- i) Payment under more than one of the categories specified (Death or Permanent Total Disablement) in the Benefit Payable in respect of the Insured Person.
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- ii) Payment of Compensation in respect of Insured Event which occurs whilst the Insured person is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured person is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world;
- iii) Payment of Compensation in respect of death, Injury or disablement of Insured person (a) from engaging in or participation in adventure sports including but not limited to winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters, participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the Policy (b) directly or indirectly caused by venereal disease or insanity;
- iv) Payment of Compensation in respect of death or Permanent Total Disablement arising from or resulting directly or indirectly from any Illness to any Insured Person.
- v) No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Medical Practitioner or from which the Insured person suffered or which was present before the commencement of the Policy Period.

2.3 Special Conditions Applicable To Section II:

The cover under this Policy, for the specific Insured Person, shall terminate in the event of claim in respect of that Insured Person becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except under Section IV

3. SECTION III: LOSS OF JOB

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

3.1 Benefit Payable Under Section III:

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

3.2 Exclusions Applicable to Section III:

i) The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured person being attributed to any dishonesty or fraud or poor performance on the part of the Insured person or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured person by the employer.

- ii) The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
 - a) Self-employed persons;
 - b) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
 - c) Any voluntary unemployment;
 - d) Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period.
- iii) Any unemployment from a job under which no salary or any remuneration is provided to the Insured person.
- iv) Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
- v) Any unemployment due to resignation, retirement whether voluntary or otherwise
- vi) Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.

3.3 Specific Conditions Applicable to Section III

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

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

Claim Documents for Section I

CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION I

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

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

Claims documents for Section II

- (i) Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company as soon as possible but not later than 30 daysfrom the date of its occurrence.
- (ii) The Insured shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- (iii) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- (iv) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured person on the occasion of any alleged Injury when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days.

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

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

Claim documents for Section III

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

Duly completed claim form;

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

Our obligations

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

EXCLUSIONS APPLICABLE TO SECTION I, SECTION II AND SECTION III

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

- 1. Arising or resulting from the Insured person committing any breach of the law with criminal intent
- 2. 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, Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV.
- 8. Any consequential or indirect loss or expenses arising out of or related to any Insured Event.
- 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 invitro fertilization.
- 10. Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during War or warlike operations.
- 11. Arising out of or resulting directly or indirectly caused by, resulting from or in connection with any act of Terrorism/sabotage regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism/sabotage.

GENERAL CONDITIONS APPLICABLE TO THE SECTION I, II and III Age Limit:

To be eligible to be covered under the Policy or get any benefits under the Policy, the Insured should have attained the age of at least 18 years and shall not have completed the age of 50 years on the date of commencement of the Policy Period as applicable to such Insured.

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

Specific Definitions applicable to Section IV

- 1. **Deductible/Excess**means a cost-sharing requirement under an insurance policy that provides that the insurer 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.
- 2. Valuablesmeans (a) gold or silver or any precious metals or articles made from any precious metals (b) watches or Jewelry or Precious stones or models or coins or curios, sculptures, manuscripts, stamps, collection of stamps, rare books, medals, moulds, designs or any other

collectibles (c) deeds, ATM cards, credit cards, bonds, bills of exchange, Bank notes, treasury or Promissory notes, cheques, money, securities or any other negotiable instrument (d) works of art

- 3. Insured Premises means the Place(s) named in the Schedule where the Insured normally resides
- **4. Market Value** means the basis of Sum Insured for household goods other than electrical, mechanical and electronic machines/gadgets under this Policy. Market value for household goods means the Procurement value of goods from the same or similar source at the time of damage or Loss less appropriate depreciation.
- **5. Reinstatement Value** is the basis of Sum Insured for building and permanent furniture, fixtures and fittings and electrical/mechanical/electronic machines/ gadgets under this Policy.Reinstatement Value represents the replacement value of the asset as new at time of Damage or Loss.
- **6. Permanent Furniture, Fixtures & Fittings:** Permanent furniture, fixtures and fittings include false ceiling glass /wooden Partitions, wooden/steel cupboards fixed to the walls, electrical tube lights and fans only.

Scope of Cover:

What We Cover

Loss or Damage directly caused to dwelling and household contents by Insured Perils listed hereunder and subject to its not being otherwise excluded.

- 1. Fire
- 2. Lightning
- 3. Explosion / Implosion.
- 4. Damage caused by an aircraft, other aerial or space devices and articles dropped there from.
- 5. Riot, Strike and Malicious Damage:- Visible physical damage by external violent means directly caused to the property Insured.
- 6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
- 7. Impact Damage by any rail/road vehicle or animal by direct contact.
- 8. Subsidence and Landslide including Rockslide: Damage caused by subsidence of the Part of site on which the Insured property stands or landslide/rockslide.
- 9. Bursting and overflowing of water tank, apparatus and pipes.
- 10. Missile testing operations.
- 11. Leakage from automatic sprinkler installations.
- 12. Bush Fire.

What We Exclude

- 1 Damage caused by Pressure waves.
- 2 Destruction or damage caused to the property by its own fermentation, natural heating or spontaneous combustion or its undergoing heating or drying Process
- 3 Burning of property Insured by order of any Public Authority.
- 4 Explosion/implosion losses to boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) including their contents.
- 5 Destruction or damage to property caused by centrifugal forces.

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- 6 Damages caused by
 - a) Permanent or temporary dispossession of any building resulting from the unlawful occupation by any Person of such building or Prevention of access to the same.
 - b) Burglary, housebreaking, theft, larceny or any other such attempt or any omission of any kind of any Person (whether or not such act is committed in connection with the disturbance of Public Peace) in any malicious act.
 - c) Total or Partial cessation of work or the retardation or interruption or cessation of any Process or operations or omissions of any kind
- 7. Damage by vehicle/ animals belonging to or owned by You or Your Family.
- 8. Damages caused by:
 - a) Normal cracking, settlement or bedding of structures.
 - b) Settlement or movement of made up ground.
 - c) Coastal or river erosion.
 - d) Defective design or workmanship or Use of defective material
 - e) Demolition, construction, structural alteration or repair of any property or ground work or excavation.
- 9. Damage caused by
 - a) Repairs or alteration to Your Home.
 - b) Repairs, removal or extension of the sprinkler installation.
 - c) Defects in construction known to You.
- 10. Damages caused to the Insured property by Pollution or contamination.
- 11. Expenses necessarily incurred on Architect, Surveyor and Consulting Engineer's fees and Debris Removal following Damage to property Insured by an Insured Peril in excess of 3% and 1% of the claim amount respectively.
- 12. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 13. Loss, destruction damage to any electrical machine, apparatus fixture or fittings arising from or occasioned by overrunning excessive pressure short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion will apply only to the Particular electrical machine, apparatus, fixture or fittings which may be destroyed or damaged by fire so set up.
- 14. Livestock or Pets
- 15. Cash & Valuables as defined under the Policy, unless specifically covered.
- 16. Loss or damage to property Insured if removed to any building or Place other than in which it is herein stated, except machinery and equipments temporarily removed for repairs, cleaning, renovation or other similar purposes for a Period not exceeding 60 days.
- 17. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature unless specifically covered and mentioned on the Schedule.

SPECIAL CONDITION APPLICABLE TO SECTION IV

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

SPECIFIC CONDITIONS APPLICABLE TO SECTION IV

1. Reasonable care:

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

2. Alteration of Risk:

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

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

CLAIM PROCEDURE APPLICABLE TO SECTION IV

A. In the event of any circumstances likely to give rise to a claim the Insured must:

- i) Intimate the Company the same as soon as reasonably possible, but in any event within 15 days from the date theincident.
- ii) Lodge complaint with the local police immediately in case of fire, riot strike, malicious damage or any other criminal act.
- iii) Take all reasonable steps to recover any property which has been lost and protect /safe guard damagedproperty from further loss or damage.
- iv) Provide without expense to the Company, all proofs, certificates, evidence, assistance or information which the Company may reasonably require

B. The documents normally required to be submitted in the event of a claim are:

- i) Duly completed Claim form
- ii) Copy of FIR
- iii) Estimate of loss / repairs
- iv) Invoice/ Bills/Receipts
- v) FR
- vi) Any other details/documents called for a specific loss

C. Rights and Responsibility:

On the happening of loss or damage to any of the property Insured by this Policy, the Company may

- i) Enter and take and keep possession of the building or premises where the loss or damage has happened.
- ii) Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
- iii) Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- iv) Sell any such property or dispose of the same for account of whom it may concern.

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

If the Insured or any person on his/her behalf shall not comply with the requirements laid by the Company or shall hinder or obstruct the Company, in the exercise of powers of the Company hereunder, all benefits under this Policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company, unless he/she have Confirmation from the Company in this respect.

D. Claim Settlement

The claim will be settled, including its rejection, within 30 days of receiving last necessary claim document and all payment if liability has been accepted by us within 7 working days on the Insured's complying with the claim process and submitting all the necessary documents as called for. In case of delay in the payment, the Company shall be liable to pay interest at a rate which is 2% above Bank rate prevalent at the beginning of the financial year in which claim is reviewed by the Company.

a) Basis of Claim Settlement

Unless otherwise specifically stated under the respective Section, the basis of settlement shall be as under:

Where a damaged item can be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of expenses necessarily incurred to restore the affected item to its state immediately prior to the happening of the Insured Event.

In case of a total loss, the Company will pay the Insured in respect of restoration or replacement costs after deducting for appropriate depreciation. The Company shall not be bound to reinstate or restore exactly or completely but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Insured Eventunless otherwise expressly stated in Particular Section, if the value of the Insured property shall at the time of any Insured Event be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as his/her own insurer of the difference and shall bear a rateable proportion of the loss or damage. Each item if more than one shall be separately subject to this Condition

GENERAL EXCLUSIONS APPLICABLE TO THE SECTION IV

1. Radioactive Contamination:

Any loss, damage or legal liability directly or indirectly caused by:

- i) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste arising from burning nuclear fuel; or
- ii) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment.

2. War Risks:

- i) Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event.
- ii) War, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether War be declared or not) Civil War rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or Usurped power.

3. Sonic bangs:

Any loss, damage or legal liability directly or indirectly caused by pressure waves caused by aircraft and other flying objects traveling at or above the speed of sound.

4. Pollution and/or Contamination:

Loss, destruction or damage caused to the Insured property by pollution or contamination excluding

- i) pollution or contamination which itself results from a peril hereby Insured against
- ii) Any peril hereby Insured against which itself results from pollution or contamination

5. Gradually occurring losses:

Loss or damage by wear and tear, depreciation, insects, vermins, moth, fungus, corrosion, rust, atmospheric or climatic conditions ingress of water, gradually operating cause, process of cleaning, dyeing, repair, alteration or restoration.

6. Wilful Act:

Loss or damage caused by or arising out of wilful act by You or any person acting on Your behalf including circumstance, factor matter You are or ought to be reasonably aware prior to the commencement of this contract.

7. Accidental External:

Loss or damage caused by arising out of accidental external means other than due to those perils covered

8. Consequential Losses:

Loss by delay, loss of market, loss of goodwill and / or any other consequential or indirect loss or damage.

9. Public Authority:

- i) Loss, destruction or damage caused to the property Insured by burning by order of any Public Authority
- ii) permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority

10. Liability:

- i) Liability more specifically Insured elsewhere
- ii) Liability arising out of Asbestosis or any matter related to or arising out of the sale, manufacture, production, distribution or the like of asbestos

11. Terrorism Damage Exclusion Warranty: (Applicable if not covered under the Policy)

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

This exclusion also includes loss, damage, cost or expense 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 the above.

STANDARD TERMS AND CONDITIONS

1. Geographical Limits

The Geographical Limit of this Policy and jurisdiction shall be India. All claims under this Policy shall be settled in Indian Rupees only.

2. Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material

information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

3. Observance of terms and conditions

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

4. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of each Period of Insurance furnish such information as the Company may require.

5. No constructive notice

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

6. Notice of charge etc.

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

7. Special Provisions

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

8. 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.

9. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service 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.

10. Right to Inspect

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

required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

11. Discounts

We shall provide group discount as per below when the number of persons covered under the Policy are as below. Group Discount will not be reviewed during the currency of the policy, even if the size of the group exceeds the next slab.

No. of loan holders	% of Discount
0 - 1,000	10%
1001 – 2500	15%
2501 – 5000	20%
5001 – 7500	25%
7501 – 10000	30%
Above 10,000	To be decided by CO subject to maximum of 40%.

12. Fraudulent claims

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

13. 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.

14. Arbitration Clause

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

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

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

15. Contribution

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

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

16. Subrogation

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You shall do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. You shall not prejudice these subrogation rights in any manner and shall provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and Our costs and expenses of effecting a recovery, where after We shall pay any balance remaining to You.

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

17. Free Look-up period

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

- 1. You 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 You have not made any claim during the Free Look period, You shall be entitled to
 - a) A refund of the premium paid less any expenses incurred by Us on Your medical examination and the stamp duty charges or;
 - b) where the risk has already commenced and the option of return of the Policy is exercised by You, 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.
- **18. Sum Insured enhancement:** The Sum Insured under the Policy cannot be enhanced during its term.

19. Cancellation/Termination

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

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

Period of Insurance	Premium Retained
Up to 1 month	25% of annual premium
Above 1 month and up to 3 months	50% of annual premium
Above 3 months and up to 6 months	75% of annual premium
Above 6 months	100% of annual premium

20. Renewal

- a. Your Policy shall ordinarily be renewable till 55 years of age except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by You/ any of the Insured Persons
- b. The Renewal of a Policy sought by You shall not be denied arbitrarily. If denied, We shall provide You with cogent reasons for such denial of Renewal.

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- c. We shall provide for a mechanism to condone a delay in Renewal up to 30 days from the due date of Renewal without deeming such condonation as a Break in Policy. However coverage shall not be available for such period.
- d. If You move into a higher age band, the premium will increase at the next Renewal. However, this Policy will not be subject to any alteration in premium rates generally introduced until the next Renewal.
- e. If the Policy is not renewed within the Grace Period then We may agree to issue a fresh Policy subject to Our underwriting criteria and no continuing benefits shall be available from the expired Policy.
- f. All premiums are payable in advance of any cover under this Policy being provided.
- g. The basic premium applicable under the Policy may be revised at a later stage subject to approval from IRDA.
- h. We shall provide You with a substitute similar health insurance product if You have reached maximum renewable age under the Policy and suitable credits (continuity benefits) for all the previous policy years that You have been covered shall be provided to You if the Policy has been maintained without break.

21. Continuity

In the event of the Policy under which You are a covered member and which is being discontinued or not renewed or You leaves the group on account of termination of loan or where You have attained maximum Renewal age under the Policy, You shall have the option of taking a substitute individual health insurance Policy from Us without any benefit of continuity of cover for any additional benefits that You may have enjoyed under the Loan Secure Insurance Policy and for which additional premium has been charged. In such an event, all the waiting periods as stipulated under the substitute policy will be applicable with due adjustment for the uninterrupted period in completed years for which You were covered under the Loan Secure Insurance Policy issued by Us. However, any such benefit would be restricted to the maximum of your eligibility of Sum Insured under the substitute policy or the Sum Insured enjoyed by You under the Loan Secure Insurance Policy whichever is lower. Also, all the underwriting rules and regulations of the substitute health insurance Policy issued by Us would be applicable for acceptance of such risk.

22. Substitute Product

In case We may decide to withdraw this product under which this Policy is issued to You or where You have reached the maximum renewal age under the Policy or where You cease to be member of group when You are covered under a group policy issued by Us, We shall provide You with an option to buy a substitute health insurance Policy from Us.

You will be given the Portability credit based on the number of years of continuous and uninterrupted insurance cover under this Policy towards the waiting periodsin the new substitute health insurance Policy issued by Us

23. Three Months notice:

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

- i. In case of modification or revision, the notice given to You shall detail the reasons for such revision or modification, in particular the reason for an increase in premium (if any) and the quantum of such increase.
- ii. The product shall be withdrawn only after due approval from the Insurance Regulatory and Development Authority. However, if You do not respond to Our intimation in case of such withdrawal, the Policy shall be withdrawn on the Renewal date and We shall provide You with an option to migrate to a substitute product offered by Us, subject to portability conditions

24. Notices and Claims

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

Universal Sompo General Insurance Co. Ltd.

Express IT Park, Plot No. EL-94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710

Toll Free Numbers: 1-800-224030 (For MTNL/BSNL Users) or 1–800-2004030

Landline Numbers: (022)-27639800 or (022)-39133700 (Local Charges Apply)

E-mail Address: contactus@universalsompo.com Fax Numbers: (022)39171419

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

Claims Disclaimer

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1-800-22-4030 (for MTNL/BSNL users) or 1-800-200-4030 (other users) or on chargeable numbers at +91-22-27639800/+91-22-39133700. Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability.

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

25. Grievances

In case the Insuredis aggrieved in any way, he/she may register a grievance or Complaint by visiting Company's website or write to the Company on contactus@universalsompo.com.

The Insured may also contact the Branch from where he/she has bought the Policy or the Complaints Coordinator who can be reached at the Company's Registered Office.

The Insured may also contact on Our- Toll Free Numbers: 1-800-224030 (For MTNL/BSNL Users) or 1-800-2004030 or on chargeable numbers at +91-22-27639800/+91-22-39133700; and also send us fax at: (022) 39171419

- The Insured can also visit the Company's website and click under links Grievance Notification
- ➤ The Insured can also send direct mail to the concerned authorities atrajivkumar@universalsompo.com

If the issue still remains unresolved, the Insured may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of his/her grievance.

The details of Insurance Ombudsman are available below and are also available on http://www.irdaindia.org/ins_ombusman.htm

Office of the Ombudsman	Contact Details					
AHMEDABAD	2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road,					
	AHMEDABAD-380 014. Tel: 079-27546840 ; Fax: 079-27546142;					
	Email ins.omb@rediffmail.com					
BHOPAL	Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New					
	Market, BHOPAL (M.P.)- 462 023 . Tel: 0755-2569201; Fax: 0755-2769203;					
	Email <u>bimalokpalbhopal@airtelmail.in</u>					
BHUBANESHWAR	62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455; Fax :					
	0674-2596429; Email ioobbsr@dataone.in					



CHANDIGARH	S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-
	160 017. Tel.:- 0172-2706468; Fax : 0172-2708274;
	Email ombchd@yahoo.co.in
CHENNAI	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai,
	Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284; Fax: 044-
	24333664 ;Email <u>insombud@md4.vsnl.net.in</u>
NEW DELHI	2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002.
	Tel.:- 011-23239633; Fax : 011-23230858; Email <u>iobdelraj@rediffmail.com</u>
GUWAHATI	"Jeevan Nivesh", 5 th Floor, Near Panbazar Overbridge, S.S. Road,
	GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5; Fax: 0361-
	2732937; Email ombudsmanghy@rediffmail.com
HYDERABAD	6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-</u>
	500 004. Tel: 040-65504123; Fax: 040-23376599;
	Email insombudhyd@gmail.com
ERNAKULAM	2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road,
	ERNAKULAM-682 015. Tel: 0484-2358759; Fax: 0484-2359336;
	Email <u>iokochi@asianetindia.com</u>
KOLKATA	North British Bldg., 29, N.S. Road, 4 th Floor, KOLKATA-700 001.
	Tel: 033-22134866; Fax: 033-22134868; Email <u>iombsbpa@bsnl.in</u>
LUCKNOW	Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj,
	LUCKNOW-226001. Tel: 0522 -2231331; Fax: 0522-2231310;
	Email insombudsman@rediffmail.com
MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400
	054. Tel: 022-26106928; Fax: 022-26106052;
	Email ombudsmanmumbai@gmail.com

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ADDITIONAL CLAUSES

AC1: For Reducing Sum Insured covers

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

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

AC2:Premium Refunds:

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

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

a) For Reducing Sum Insured basis

Policy Period	2	3	3	3	3	3	3	3	3	3	3	3	3
Loan Period	2	3	4	5	6	7	8	9	10	11	12	14	15
Year 1	25%	45%	50%	51%	51%	51%	51%	51%	52%	52%	52%	52%	52%
Year 2		11%	13%	14%	14%	14%	14%	14%	15%	15%	15%	15%	15%
Policy Period	3	3	3	3	3	3	3	3	3	3	3	3	3
Loan Period	16	17	18	19	20	21	22	23	24	25	26	27	28
Year 1	53%	53%	53%	53%	53%	53%	53%	53%	53%	53%	54%	54%	54%
Year 2	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	17%	17%	17%
Policy Period	3	3	-	-	-	_	-	-	-	-	-	-	-
Loan Period	29	30	-	_	-	_	-	_	-	_	-	-	-
Year 1	54%	54%	_	-	-	-	-	-	-	-	-	-	-
Year 2	17%	17%	-	-	-	-	-	-	-	-	-	-	_

b) For Fixed Sum Insured basis

% Refund Premium							
Policy Period (Years)							
Year Of Cancellation	2	3					
Year 1	25%	45%					
Year 2		11%					

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

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



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

AC3: Survival Period:

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

AC4: Assignment Clause - If opted to be assigned.

It is hereby declared and agreed that:

- i) from the Policy Start Date, the monies payable by the Company to the Insured and all rights, title, benefits and interest of the Insured under this Policy stand assigned in favour of the "Bank / Financial Institution as named in the Schedule of this Policy";
- ii) upon any monies becoming payable under this Policy the same shall be paid by the Company to the "Bank/Financial Institution as named in Schedule of this Policy" without any reference / notice to the Insured, but not exceeding the Principal Outstanding as defined under the Policy. In the event of any monies payable under this Policy exceeding the Principal Outstanding, the Company shall pay such amount as exceeding the Principal Outstanding to the Insured;
- iii) the receipt of such monies in the manner aforesaid by the Bank/Financial Institution as named in the Schedule of this Policy and the Insured shall completely discharge the Company from all liability under the Policy and shall be binding on the Insured and the heirs, executors, administrators, successors or legal representatives of the Insured, as the case may be.

Endorsements - Available with Section IV on payment of additional Premium

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

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

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

Special conditions:

- 1. Excess clause
- 5% of each and every claim subject to a minimum of Rs. 10,000/-
- 2. Extension cover shall be granted only if the entire property in one complex/compound/location covered under the Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main Policy except for the value of the plinth and foundations of the building(s).

Onus of proof: In the event of the Insured making any claim for loss or damage under this Policy, he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.



AC7: Terrorism Damage Cover Endorsement (Material Damage only)

A. Insuring Clause

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

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

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

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

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

B. Losses Excluded

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

- i) loss by seizure or legal or illegal occupation;
- ii) loss or damage caused by:
 - voluntary abandonment or vacation,
 - confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
- iii) loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- iv) loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- v) loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
- vi) loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
- vii) any fine, levy, duty, interest or penalty or cost or Compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- viii) loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or



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the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;

- ix) loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
- x) loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
- xi) any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
- xii) loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
- xiii) loss or increased cost as a result of threat or hoax;
- xiv) loss or damage caused by or arising out of burglary, house breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of Terrorism;
- xv) loss or damage caused by mysterious disappearance or unexplained loss;
- xvi) loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
- xvii) total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

C. Limit of Indemnity

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 7500,000,000 whichever is lower. In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 7500,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 7500,000,000, the amounts payable under individual policies shall be reduced in proportion to the Sum Insured of the policies.

D. Excess

0.5% of the Sum Insured for each and every claim subject to –

- i) A minimum of INR 100,000 and a maximum of INR 100,000,000 (for industrial risks)
- ii) A minimum of INR 25,000 and a maximum of INR 1,000,000/- (for non-industrial risks) / a minimum of INR 10,000 and maximum of INR 500,000 (for shops and residences)

E. Cancellation Clause

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

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

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