

**Preamble**

WHEREAS the Insured / Insured Person designated in the Schedule to this Reliance Homeloan Protect Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of the contract and shall be deemed to be incorporated herein, has applied to **Reliance General Insurance Company Limited** (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the number of days stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Insured / Insured Person or his/her legal representatives, as the case may be, in respect of insured events occurring during the period of insurance, in the manner and to the extent set forth in this Policy.

**Definitions**

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

**"Accident(al)"** is a sudden, unforeseen and involuntary event caused by external, visible & violent mean.

**"Appliances"** shall mean and include electrical, mechanical and electronic appliances such as refrigerator, television, DVD player, videocassette recorder/player, washing machine, microwave oven, music system, personal computer, laptops and air-conditioner contained or fixed in the Insured's home for domestic use.

**"Building"** means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he/she is accountable.

**"Burglary & Housebreaking"** means theft involving entry into or exit from the Insured's house by forcible and violent means or following assault or violence or threat thereof, to the Insured or any of the members of Insured's family or any person residing lawfully in the Insured's house.

**"Contents"** mean and include furniture, fixture, fittings, linen, clothing, kitchen items, cutlery /crockery contained in the Insured's home for domestic use and all such items for which the Insured is accountable.

**"Home"** means the building of standard construction at the address mentioned in the Schedule, which has been constructed or purchased out of the home loan being covered under this Policy.

**"Home loan EMI"** means the equated monthly instalment payable by the Insured to a financial institution for the home loan.

**"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.

**"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.

**"Insurable/Insured event"** means an event, loss or damage for which the Insured is entitled to benefit/s under this Policy.

**"Insurer"** means Company i.e., Reliance General Insurance Co. Ltd.

**"Insured Person/Insured"** means the person specifically named as such in the Schedule, who has a permanent place of residence in India and for whom the insurance is proposed and the appropriate premium paid.

**"Kutchha construction"** shall mean and include any building(s) having walls and/or roofs of wooden planks/ thatched leaves and/or grass/hay of any kind / bamboo/plastic cloth/ asphalt cloth/ canvas/tarpaulin and the like.

**"Outstanding Home loan"** means the amount outstanding on any given day to a financial institution of the principal home loan and interest thereon payable by the Insured.

**"Permanent Total Disability"** shall mean an injury which shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot,
- use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot.

**"Policy"** is the Company's contract of insurance with the policyholder providing cover as detailed in this Policy Terms & conditions, the Proposal Form, Policy Schedule, Endorsements, if any and Annexures, which form part of the contract and must be read together.

**"Policy holder"** is the person who is the Proposer and whose name specifically appears in the Policy Schedule as policy holder.

**"Policy period"** means the period between the start date and the end date as specified in the Schedule or the cancellation of this policy, whichever is earlier.

**"Pre-existing disease"** means any condition, illness or injury or related condition(s) for which the Insured/Insured person had signs or symptoms and/or were diagnosed and/or received medical advice/ treatment, within 48 months prior to the first policy under which the Insured Person was covered with us.

**"Property"** means 'Home' and 'Contents' as herein above defined except as otherwise stated.

**"Reinstatement Value"** (RV) means the cost of replacing or reinstating on the same site, property of the same kind or type but not superior to or more extensive than the property insured when new.

**"Schedule"** means the document attached name so and to and the forming part of this Policy mentioning the details of the Insured/ Insured Person/s, the Sum Insured, the period and the limits to which benefits under the Policy are subject to.

**"Sum Insured"** means the sum as specified in the schedule, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period.

**"Surgery"** 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.

**"Standard construction"** means any construction other than 'Kutchha construction'.

**"Standard type of aircraft"** means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

**Scope of Coverage****Section A - Accidental Death & Permanent Total Disability****1. What is covered**

This Section covers the Insured/Insured person up to the Sum Insured specified in the Schedule, towards payment of his / her home loan on account of an injury arising out of an accident, sustained during the Policy Period resulting in death or permanent total disablement, as the case may be, within 12 (twelve) calendar months of occurrence of such injury.

The Sum Insured under this Section will be the outstanding loan amount as opted by the Insured and mentioned in the Schedule. In the event of the outstanding home loan amount of the insured, on date of loss is less than the Sum Insured, an amount equivalent to the principal outstanding home loan as on date of loss including interest on loan accrued (excluding any defaulted payment of monthly installment by the borrower, prior to the date of loss that adds up into the outstanding loan) and pre-closure charges, if any, will be paid to the financial institution concerned and the balance Sum Insured, if any, will be paid to the insured or his/her legal representative(s), as the case may be.

OR as opted by the insured the initial Sum Insured under this Section will be the principle outstanding loan amount as opted by the Insured and mentioned in the Schedule. In the event of a loss under this Policy an amount equivalent to the principal outstanding home loan as on date of loss including interest on loan accrued (excluding any defaulted payment of monthly installment by the borrower, prior to the date of loss that adds up into the outstanding loan) and pre-closure charges, if any, will be paid to the financial institution concerned as full and final discharge.

Additionally, this Section provides for reimbursement, in the event of the death of the Insured due to injury arising out of an accident outside his/her home, of the expenses incurred for transportation of Insured's dead body to his/her place of residence subject to a maximum of Rs 2,500/- for the entire Policy period.

In case of loans being under joint names of two persons, for each of the borrowers, the Sum Insured for the purpose of claim under this Section, shall be 50% of the total Sum Insured opted by the Insured and mentioned in the Schedule. Similarly in case of loans with more than two persons as joint borrowers, the Sum Insured of the outstanding loan amount will be divided amongst all of them in equal proportion of the Sum Insured, subject otherwise to terms conditions of the Policy.

The maximum liability of the Company shall in no case exceed the Sum Insured as mentioned in the Schedule.

**2. Basis of settlement**

Subject to the Sum Insured specified in the Schedule, coverage under this Section shall be as follows:

<b>Nature of Disablement</b>	<b>% of Sum Insured</b>
1. Death	100%
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%

ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100%
For the purpose of items 2 i & ii above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	
4. Permanent total and absolute disablement disabling the Insured from engaging in any employment or occupation of any description whatsoever.	100%

- The disablement / death must occur within one year of the accident.
- The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement.

### 3. Special Condition

In the event of permanent disablement, the Insured will be under obligation to:

- Have himself/herself examined by the Panel Doctors appointed by the Company and the Company will pay the costs involved thereof.
- Authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured.

If the above obligation is not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit.

### 4. What is not covered

The Company shall not be liable under this Section for:

- Any pre-existing disability / accidental injury.
- Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- Any other claim after a claim for death due to accidental injury has been admitted by the Company and becomes payable.
- Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period exceeds the available sum payable under Section A.
- Death or permanent disability resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
- Any claim in respect of accidental death or permanent disablement of the Insured from:
  - intentional self-injury, suicide or attempted suicide
  - whilst under the influence of liquor or drugs or other intoxicants

- iii. whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - iv. directly or indirectly, caused by venereal disease, AIDS or insanity
  - v. arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
  - vi. whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
8. Any consequential loss or damage cost or expense of whatsoever nature.
  9. Death or permanent disablement due to accidental injury 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 detainments of all Kings, Princes and people of whatsoever nation, condition or quality.
  10. Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
    - i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
    - ii. nuclear weapons material.
  11. Insured whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
  12. Insured whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular scheduled airline or air Charter Company.

## **Section B – Critical Illnesses**

### **1. What is covered**

This Section covers the Insured up to the Sum Insured specified in the Schedule, towards payment of his / her home loan on being diagnosed as contracting any of the critical illnesses , during the Policy Period as stated herein below and surviving for more than 30 days post such diagnosis, at any time during the Policy period.

The Sum Insured under this Section will be the outstanding loan amount as opted by the Insured and mentioned in the Schedule. In the event of the outstanding home loan amount of the insured , on date of loss is less than the Sum Insured, an amount equivalent to the principal outstanding home loan as on date of loss including interest on loan accrued (excluding any defaulted payment of monthly installment by the borrower, prior to the date of loss that adds up into the outstanding loan) and pre-closure charges, if any, will be paid to the financial institution concerned and the balance Sum Insured, if any, will be paid to the insured or his/her legal representative(s), as the case may be.

OR as opted by the insured the initial Sum Insured under this Section will be the outstanding loan amount as opted by the Insured and mentioned in the Schedule. In the event of a loss under this Policy an amount equivalent to the principal outstanding home loan as on date of loss including interest on loan accrued (excluding any defaulted payment of monthly installment by the borrower, prior to the date of loss that adds up to the outstanding loan) and pre-closure charges, if any, will be paid to the financial institution concerned as full and final discharge.



In case of loans being under joint names of two persons, for each of the borrowers, the Sum Insured for the purpose of claim under this Section, shall be 50% of the total Sum Insured opted by the Insured and mentioned in the Schedule. Similarly in case of loans with more than two persons as joint borrowers, the Sum Insured of the total outstanding loan amount will be divided amongst all of them in equal proportion of the Sum Insured, subject to otherwise terms conditions of the Policy.

The maximum liability of the Company shall in no case exceed the Sum Insured as mentioned in the Schedule.

For the purposes of this Policy and the determination of the Company's liability under it, the **Insured Event (Critical Illness)** in relation to the Insured, **shall mean** any illness, medical event or surgical procedure as **specifically defined below** whose first signs or symptoms first commence more than 90 days after the commencement of Policy Period and is diagnosed, occurs or conducted within the Policy Period and **shall only include the following:**

#### **Cancer of specified severity**

- I. A malignant tumour characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded —
  - (i) Tumors showing the malignant changes of carcinoma in situ & tumors which are histologically described as pre-malignant 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) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to atleast clinical TNM classification T2NOMO
  - (iv) Papillary Micro-carcinoma of the thyroid less than 1 cm in diameter
  - (v) Chronic lymphocytic leukaemia less than RAI stage 3
  - (vi) Microcarcinoma of the bladder
  - (vii) All tumors in the presence of HIV infection

#### **Major Organ/ Bone Marrow Transplant**

- I. The actual undergoing of a transplant of:
  - i) One of the following 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 cell. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
  - i) Other stem-cell transplants
  - ii) Where only islets of langerhans are transplanted

**Multiple Sclerosis With Persisting Symptoms**

I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the 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.
- (iv) Other causes of neurological damage such as SLE and HIV are excluded.

**Third Degree Burns**

First occurrence of burns that affect the epidermis, dermis and hypodermis, causing charring of skin or a translucent white color, with coagulated vessels visible just below the skin usually surface resulting in extensive scarring and covering at least 45% of the body evidenced by any one of the following:

- Hard, leather-like eschar, purple fluid and no sensation (insensate)
- Conditions resulting in the skin or muscle being irretrievably lost.
- Conditions resulting on charring of bones.

**Aorta Graft Surgery**

The actual surgical repair of an aortic aneurysm (an abnormal bulge in the wall of the aortic blood vessel causing the aorta to dilate or widen and the aortic valve to leak leading to bursting of arterial wall) for the first time by a surgeon. The diagnosis to be evidenced by any two of the following:

- Computerised tomography (CT) scan
- Magnetic resonance imaging (MRI) scan
- Echocardiography (an ultrasound of the heart)
- Abdominal ultrasound (for associated abdominal aneurysms)
- Angiography (an x-ray of the blood vessels)

The benefit payment under this category shall be subject to survival of the Insured for more than 30 days post diagnosis of the critical illness under this category.

**Open Heart replacement or Repair of Heart Valves**

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

**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 been confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

**Quadriplegia/Paralysis of four limbs**

- Total and irrecoverable loss of use of all four 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.

**Total Blindness**

The existence of complete lack of form and light perception in both the eyes, clinically recorded as "NLP," - no light perception.

The cover excludes blindness caused due to:

- Genetic defects that are congenital and develop into total blindness.
- Total blindness caused due to intake of Methylated Alcohol (adulterated alcohol).

**Kidney Failure Requiring Regular Dialysis**

- I. 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.

**2. What is not covered**

The Company shall not be liable to make any payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. All pre-existing disease/ condition/injuries which are existing when this insurance cover incepted for the first time
2. Any critical illness contracted by the Insured at the time of inception of the Policy or within first three months of inception of this Policy.
3. Diagnosis of any critical illnesses not evidenced by a certificate issued by the attending Doctor.
4. Death of the Insured before or within 30 days of diagnosis of the critical illness.
5. Medical Certification of contracting of critical illness by a family member or from persons not registered as Medical Practitioners under recognized medical councils.
6. Any critical illness contracted due to alcohol or drug abuse.
7. Any critical illness contracted due to Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.



8. Any critical illness, directly or indirectly, caused by or contributed to by nuclear weapons/materials or radioactive contamination.
9. Any critical illness, directly or indirectly, caused by or arising out of any criminal act of the Insured.
10. Any critical illness directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, act of terrorism.
11. Any critical illness, directly or indirectly, arising whilst the Insured being engaged in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
12. Any critical illness, directly or indirectly, arising whilst the Insured is flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company.

### **Section C – Loss of employment**

#### **1. What is covered**

This Section covers the Insured up to the Sum Insured specified in the Schedule against default in payment of his / her home loan EMIs due to loss of employment on account of:

- a. Termination of the Insured from employment on account of closure of the firm / body corporate / establishment wherein the Insured is employed, due to poor financial health or any merger/acquisition of the firm / body corporate / establishment leading to the termination, dismissal or retrenchment of the Insured.
- b. Termination or dismissal, lay off, temporary suspension or retrenchment of the Insured from the employment imposed on him/her by the firm / body corporate / establishment in compliance with any law relating to the employment for the time being in force or any directives by any Public Authority.
- c. Any retirement scheme of compulsory nature if the firm / body corporate / establishment is closing down one division and a minimum of 20 employees are availing the retirement scheme.

The Sum Insured under this Section is limited to the number of home loan EMIs as opted by the Insured or the outstanding home loan amount whichever is lower at the time of claim.

#### **2. Special Condition**

Eligibility for claim under this Section:

- The Insured shall be out of his current job on account of the reasons mentioned herein above and shall be out of any job at least for thirty days consecutively from the time of losing his / her current job.
- The benefit under this Section will stop once he / she gets another job.
- In case of joint borrowers coverage under this Section will be available to that person whose name appears first among the joint borrowers.

**3. What is not covered:**

The Company shall not be liable under this Section for

1. In the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is being attributed to any dishonesty or fraud on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force.
2. In connection with or in respect of:
  - a. Self employed persons
  - b. Any claim relating to unemployment in respect of 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. Unemployment at the time of inception of the period of insurance or arising within first three months of inception of the period of Insurance.
3. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which does not commence during the period of insurance.
4. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is less than a period of thirty (30) days at a stretch.
5. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is attributed to poor performance of the Insured.
6. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured where insured was aware of the circumstance leading to such termination, dismissal, temporary suspension or retrenchment beforehand at the time proposing for this insurance.
7. Unemployment of the Insured that is purely voluntary.
8. Resignation, Superannuation, early retirement of the Insured.

**Section D – Child Care Allowance****What is covered**

This Section provides for payment of allowance to the dependant child(ren) of the Insured up to the limits of the Sum Insured as specified in the Schedule, in the event of death or permanent total disablement of the Insured, due to an injury arising out of an accident for which there is a valid claim under Section A of this Policy.

The allowance will be payable to the dependant children of the Insured (limited to a maximum of two children below the age of 25 years) towards their educational expenses, provided that the children are pursuing their education at the time of claim under this Section.

The Sum Insured is subject to a limit of 2% of the outstanding home loan at the commencement of this Policy.

In case of joint borrowers coverage under this Section will be available to that person whose name appears first among the joint borrowers.

All the exclusions applicable to Section A of this Policy above, shall apply to this Section also.

**What is covered:**

Under this Section, the Company will indemnify the Insured, upto the limit of the Sum Insured as specified in the Schedule, in respect of loss or damage to the building i.e. structure of the home of the Insured which was acquired through the home loan sanctioned and released to the Insured by the financial institution concerned and which is covered hereunder, due to Fire and Allied perils, in accordance with the Table of Perils Covered and Exclusions given hereunder in this Policy.

Coverage under this Section is further subject to condition of average, that is to say, if the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any of the insured perils be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a rateable portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, condition of average shall not apply, notwithstanding anything to the contrary contained in the Policy.

The basis of indemnity will be either on reinstatement value or market value as opted by the Insured.

**Section F – Home Contents****What is Covered:**

Under this Section, the Company will indemnify the Insured, up to the limit of the Sum Insured as specified in the Schedule, in respect of loss or damage to contents including appliances in the Insured's home And for which the insured is accountable arising due to -

1. Fire and Allied perils (in accordance with the Table of Perils Covered and Exclusions given hereunder in this Policy)
2. Loss or damage to home contents, appliances and valuables by burglary, housebreaking and hold-up.
  - a) Damage to the Insured's home and/or safe resulting from burglary and/or housebreaking or any attempt thereat subject to a maximum of 5 % of the Sum Insured under this Section of the Policy.

Provided however that no loss under clauses 1 and 2 hereinabove shall together exceed the Sum Insured.

The basis of indemnity will be either on reinstatement value or market value as opted by the Insured.

Coverage under this Section in respect of loss or damage due to Fire and Allied perils is further subject to condition of average, that is to say, if the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any of the insured perils be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his/her own insurer for the difference and shall bear a rateable portion of the loss accordingly. Provided, however, that if the Sum Insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than

85% (eighty five percent) of the collective value of the property insured, condition of average shall not apply, notwithstanding anything to the contrary contained in the Policy.

The Sum Insured under this Section is applicable collectively to both the perils i.e. Fire and Allied perils as well as Burglary & Housebreaking And Holdup, subject to provisions relating to reinstatement of sum insured after a claim.

**Table of Perils Covered and Exclusions (For Sections E & F)**

**I Fire**

Excluding loss, destruction of or damage caused to the property insured by

- i) its own fermentation, natural heating or spontaneous combustion
- ii) its undergoing any heating or drying process
- iii) burning of property insured by order of any Public Authority.

**II Lightning.**

**III Explosion/Implosion.**

Excluding loss, destruction of or damage

- to boilers (other than domestic boilers), economisers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion
- caused by centrifugal forces.

**IV Aircraft Damage**

Loss, destruction of or damage caused by aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

**V Riot, Strike and Malicious Damage**

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

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

**Terrorism Damage Exclusion Warranty:**

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force of 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), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or 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 action taken in respect of any act of terrorism.

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

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

In case of option to cover Terrorism risk is exercised by the Insured, this exclusion will stand deleted.

#### VI Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation (STFI)

Loss, destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, tornado, flood or inundation..

#### VII Impact Damage

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

- the Insured or any occupier of the property insured or
- Insured's employees while acting in the course of their employment.

#### VIII Subsidence and Landslide including Rockslide

Loss, destruction or damage directly caused by subsidence of part of the site on which the property stands or land slide/rock slide excluding:

- the normal cracking, settlement or bedding down of new structures
- the settlement or movement of made up ground
- coastal or river erosion
- defective design or workmanship or use of defective materials
- demolition, construction, structural alterations or repair of any property, ground works or excavations.

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

#### X Missile Testing operations

#### XI Leakage from Automatic Sprinkler Installations

Excluding loss, destruction or damage caused by

- defects in construction known to the Insured



- repairs or alterations to the property insured
- repairs, removal or extension of the sprinkler installation

**XII Bush Fire**

Excluding loss, destruction or damage caused by forest fire.

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

**What is not covered (For Sections E & F)**

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Loss, destruction or damage caused to the property insured by pollution or contamination excluding
  - a. pollution or contamination which itself results from a peril hereby insured against
  - b. any peril hereby insured against which itself results from pollution or contamination.
4. Loss, destruction or damage to bullion or unset precious stones or any curios or works of art of an amount exceeding Rs. 10,000/-manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.
5. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
6. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Proposer following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.

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

**Exclusions in respect of loss or damage due to Burglary & Housebreaking And Hold up**

This Policy does not cover loss or damage:

1. where any member of the Proposer's family is concerned as principal or accessory
2. to livestock, motor vehicles and pedal cycles
3. to money, securities for money, stamps, bullion, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts unless separately specified.

**Special Exclusions (For Sections E & F)**

Coverage under Sections E and F does not include the following -

1. Loss, destruction or damage caused by war, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not), civil war, mutiny or civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
2. Loss, destruction or damage, directly or indirectly, caused to the property insured by ionising, radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Loss, destruction or damage caused to the property insured by pollution or contamination excluding
  - a. pollution or contamination which itself results from a peril hereby insured against
  - b. any peril hereby insured against which itself results from pollution or contamination.
4. Loss, destruction or damage to bullion or unset precious stones or any curios or works of art of an amount exceeding Rs. 10,000/-manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the Policy.

5. Loss, destruction or damage to the stocks in cold storage premises caused by change of temperature.
6. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
7. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) debris removal by the Insured following loss, destruction or damage to the property insured by any of the insured perils in excess of 3% and 1% of the claim amount respectively.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
9. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
10. Loss by theft during or after the occurrence of any of the insured perils except as provided under riot, strike, malicious and terrorism damage cover.
11. Loss or damage occasioned by or through or in consequence, directly or indirectly, due to volcanic eruption or other convulsions of nature.
12. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

**General Conditions (applicable only for coverage under Fire and Allied perils )**

1. All insurance under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

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

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

2. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company: -
  - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by insured perils.
  - b. If the building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.
  - c. If the interest in the property passes from the Insured otherwise than by will or operation of law.
3. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
4. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a. A claim in writing for the loss or damage containing in particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b. Particulars of all other insurances, if any.

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

No claim under this Policy shall be payable unless the terms of this condition has been complied with.

- (ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of a pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5. On the happening of loss or damage to any of the property insured by this Policy, the Company may
- enter and take and keep possession of the building or premises where the loss or damage has happened
  - 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
  - keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same
  - sell any such property or dispose of the same on account of whom it may concern.

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

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

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

6. If the Company at its option, reinstates or replaces the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or joins with any other company or insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elects to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

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

7. At all times during the period of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.



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

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

**General Condition (applicable to Section A to D of this Policy)**

The coverage under these Sections of the Policy shall automatically cease on full payment of the outstanding home loan amount & closure of the Home Loan account.

**General Conditions (applicable to all Sections of this Policy)**

1. Any defaulted payment of monthly installment by the borrower, prior to the date of loss that adds up into the outstanding loan shall be reduced from the claim to the extent of such amount.
2. In the event of accidental death of the Insured due notice is to be provided to the financial institution so that the loan account is frozen and no further interest becomes chargeable. In case of default of this condition the Company will not be liable to pay for any interest which becomes payable.

**3. Duty of disclosure**

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact. In the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a Claim being fraudulent or any fraudulent means or device being used by the Policyholder/ Insured Person or any one acting on his/ their behalf to obtain a benefit under this Policy, the Company may cancel this Policy at its sole discretion and the premium paid shall be forfeited in its favor.

**4. Observance of Terms and Conditions**

The due observance and fulfillment of the Policy Terms & Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Policyholder / Insured Person, shall be a condition precedent to any of the Company's liability to make any payment under this Policy.

**5. Reasonable Care**

The Policyholder/ Insured Person shall take all reasonable steps to safeguard the interests against any Illness / Injury that may give rise to a Claim.

**6. Material Change**

The Policyholder shall immediately notify the Company in writing of any material change in the risk on account of change in occupation / business at his own expense and the Company may adjust the scope of cover and/or premium, if necessary, accordingly.

**7. Records to be maintained**

The Policyholder/ Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representative(s) to inspect such records. The Policyholder/ Insured Person shall furnish such information as the Company may require under this Policy at any time during the Policy Period and up to three years after the policy expiration, or until final adjustment (if any) and resolution of all Claims under this Policy.

**8. No constructive Notice**

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

**9. Complete discharge**

Payment made by the Company to the Policyholder/ adult Insured Person or the Nominee of the Policyholder or the legal representative of the Policyholder or to the Hospital, as the case may be, of any Medical Expenses or compensation or benefit under the Policy shall in all cases be complete and construed as an effectual discharge in favor of the Company.

**10. 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.

**11. Electronic Transactions**

The Policyholder/ Insured Person 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.

**12. Duties of the Insured on occurrence of loss (except in respect of loss or damage due to Fire and Allied perils)**

On the occurrence of any loss, within the scope of this Policy the Insured shall:

- a) Forthwith file/submit a Claim Form together with the home loan particulars and home loan EMI details
- b) Allow the Medical Practitioner appointed by the Company to inspect the medical records and to examine the Insured.
- c) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

If the Insured does not comply with the provisions of this Condition, all benefits under this Policy shall be forfeited, at the option of the Company.

- i. If the Insured shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company and the financial institution, as soon as possible but in any event within fourteen days of the date of injury.
- ii. If the Insured shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or legal representatives, as the case may be, and



shall be in such form and of such nature as the Company may prescribe. The Insured must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof. The documents required are:

For all claims

1. Claim Form
2. Loan Statement and Confirmation of Principal Outstanding from Bank/FI

In case of Personal Accident Death / Disability claims

- Death Certificate ( in case of Death Claim)
- Disability Certificate ( in case of Disability Claim)
- Duly completed and signed Claim Form, in original
- Medical Practitioner's referral letter advising Hospitalization
- Medical Practitioner's prescription advising drugs / diagnostic tests / consultation
- Original bills, receipts and discharge card from the Hospital / Medical Practitioner
- First Information Report/ Final Police Report
- Post mortem report, if available
- Any other document as required by the Company to assess the Claim.

In case of Critical Illness

- a. Duly completed and signed Claim Form, in original
- b. Medical Practitioner's referral letter advising Hospitalization
- c. Medical Practitioner's prescription advising drugs / diagnostic tests / consultation
- d. Original pathological / diagnostic test reports and payment receipts
- e. Indoor case papers
- f. First Information Report/ Final Police Report, if applicable
- g. Any other document as required by the Company to assess the Claim

In case of Loss of Employment

- a. The letter of the employer terminating, dismissing or suspending the Insured from the present job
- b. Proof towards not having any employment
- c. Any other document as required by the Company to assess the Claim

In case of Child Care Allowance

- a. Age proof of the Dependent Children of the Insured
- b. Dependency Proof/Proof towards the Dependent Children of the Insured being enrolled in any educational institution
- c. Any other document as required by the Company to assess the Claim

The Insured shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

**13. Position after a claim (Except in respect of loss or damage due to Fire and Allied perils)**

The benefit of claim under Sections A and B together is applicable only once during the Policy Period. Accordingly if the Insured / legal representatives report a claim under Section A and B and the same is acknowledged by the Company, then the Policy becomes in-operative for both these Sections and no further claim can be reported under the Sections A or B of the Policy.

Once a claim is paid under Sections A and D or Section B of the Policy, the Policy becomes in-operative for all Sections from A to D and is operational only in respect of Section E and F.

In case of loss or damage due to Burglary & Housebreaking covering the Home and Home contents, the following provisions shall apply:

At all times during the period of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

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

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

**14. Subrogation**

Subrogation shall mean the right of the Company to assume the rights of the Insured Person/Policyholder to recover expenses paid out under the Policy that may be recovered from any other source. The Policyholder/ Insured Person shall at his own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the Company is/ or would become entitled upon the Company paying for a Claim under this Policy, whether such acts or things shall be or become necessary or required before or after its payment. Neither the Policyholder nor any Insured Person shall prejudice these subrogation rights in any manner and shall at his own expense provide the Company with whatever assistance or cooperation is required to enforce such rights.

Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and any costs and expenses incurred by the Company of effecting a recovery, where after the Company shall pay any balance remaining to the Policyholder. This clause shall not apply to any Benefit offered on fixed benefit basis.



15. **Contribution** is essentially the right of the Company to call upon other Insurers liable to the same Insured to share the costs of an indemnity claim on a rateable proportion of Sum Insured.

If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would have covered but for the existence of this Policy), the same Claim (in whole or in part), then the Company shall not be liable to pay or contribute more than its rateable proportion of any Claim.

This clause shall not apply to any Benefit offered on fixed benefit basis.

This provision, however, shall not be applicable to benefits under Sections A, B & D of the Policy.

#### 16. Fraudulent claims

If a Claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a Claim, or if any fraudulent means or devices are used by the Policyholder / Insured Person or anyone acting on his/ their behalf to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons and all sums paid under this Policy shall be repaid to the Company by the Policyholder / all Insured Persons who shall be jointly liable for such repayment.

#### 17. Feature of Claims

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.

#### 18. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured at his / their 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 the cancellation. The Insured may also give 7 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 notice cancel the Policy and retain 15% of the premium for the balance period.

#### 19. Cause of Action / Currency for Payment

No claim shall be payable under this Policy unless the cause of action arises in India. All claims shall be payable in India and in Indian Rupees only.

#### 20. Policy Disputes

Any and all disputes or differences under or in relation to validity, construction, interpretation and effect to this Policy shall be determined by the Indian Courts and subject to Indian law.

#### 21. 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 thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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



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

## 22. Renewal Notice

- a. This Policy will automatically terminate at the end of the Policy Period. All renewal applications should reach the Company before the end of the Policy Period.
- b. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein prior mentioned and that nothing is known to the Policyholder/ Insured Person(s) that may result in enhancing the Company's risk.
- c. This Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to the Company on or before the date of expiry of this Policy and in any case not later than the expiry of the Grace Period.  
Grace period refers to a period of 30 days immediately following the premium due date during which a payment can be made to renew this Policy without loss of continuity benefits such as Waiting Periods and coverage of Pre-existing Disease. Coverage is not available for the period for which Premium is not received. The Company shall not be liable for any Claims incurred during such period.
- d. Ordinarily renewals will not be refused by the Company except on ground of fraud, moral hazard or misrepresentation.
- e. Renewal premium can vary subject to prior regulatory approval.
- f. This policy shall not be renewed and the Insured shall not be eligible for any new similar policy(es) if a claim is paid or admitted under this Policy or if there no outstanding loan for which this Policy was issued
- g. Policy shall be renewed, provided there is an outstanding loan subject to no claim.

## 23. Notices

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

- in case of the Insured, at the address specified in the Schedule
- in case of the Company, to the Policy issuing office / nearest office of the Company

## 24. Portability

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

If the Policyholder/ Insured Person renew with the Company, without break, any similar individual health insurance policy from any insurance company registered with IRDA, then the Waiting Periods as defined in exclusions shall be reduced by the number of years of continuous coverage under such health insurance policy with the previous insurer(s).

The Company's total liability for payment of all claims in aggregate, incurred during the Policy Period, on account of Portability shall not exceed Sum Insured Limit for Portability with a capping upto Applicable Sub-limit for Portability for each Insured Person as defined in Policy Schedule

The Waiting Periods as defined in Section A.3(1) & Section B.2.(1)& (2) and shall be applicable individually for each Insured Person and Claims shall be assessed accordingly.

## 25. Free Look Period

The Policyholder would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review the entire Policy. Where the Policyholder disagrees to any of those terms or conditions, the Policyholder has the option to return the Policy stating the reasons for his objection and the Policyholder shall be entitled to a refund of the premium paid, provided no Claim has been incurred under this Policy, subject only to a deduction of the expenses incurred by the Company on medical examination and the stamp duty charges. In cases where the risk has

already commenced when the option of returning this Policy is exercised, within the free look period, by the Policyholder, the refund of the premium paid will also be subject to a deduction for proportionate risk premium for the period on cover. Where only part of the risk (e.g. only accidental hospitalization risk) has commenced, such proportionate risk premium shall be calculated as commensurate with the risk covered during such period.

This clause shall not be applicable on renewal of this Policy

**26. Pre-policy Health Check up**

The prospect whose medical test is conducted and for whom the company grants an insurance cover under this policy and whose name specifically appears as Insured Person in the Schedule, the company shall be liable to reimburse 50% of the cost of such medicals conducted at the Company's designated centre

**27. Withdrawal/Revision/Modification of the Product**

The Company reserves the right to withdraw, revise or modify this product /policy in the future.

The revision/modification may be in respect of Benefits, coverages, premiums, policy terms and conditions &/or exclusions.

In the event of any such withdrawal of product the company will notify in advance to the policyholder providing him the option to port to the specified existing health products of the company with continuity benefit.

In the event of any revision or modification of the product/terms of policy/premium , the company will notify the policyholder 3 months in advance of such changes.

**28. Mid Term Enhancement**

Mid term enhancement of Sum Insured or plans or scope of cover not permitted.

**29. Payment of Interest**

In the event of delay in settlement of claim beyond the period as specified by the Insurance Regulatory & Development Authority of India (IRDA)the Company shall be liable to pay interest on demand as per the rate as defined by IRDA

**30. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured can contact the Policy issuing office of the Company. Alternatively the Insured may also contact our customer service desk at 1800-3009 or write to us at [services.rgicl@rcap.co.in](mailto:services.rgicl@rcap.co.in).

In respect of any disputes or difference which remain unresolved and where the claim amount is not more than Rs. 20 lakhs, the individual Insured can approach the Insurance Ombudsman set up at different territorial locations for resolution. The details of the Insurance Ombudsman and their jurisdiction is available in their websites [www.ombudsmanindia.org](http://www.ombudsmanindia.org) / [www.gbic.co.in](http://www.gbic.co.in)

**31. Communication**

Any communication meant for the Company must be in writing and be delivered to its address shown in the Policy Schedule. Any communication meant for the Policyholder will be sent by the Company to his last known address or the address as shown in the Policy Schedule.

All notifications and declarations for the Company must be in writing and sent to the address specified in the Policy Schedule. Agents are not authorized to receive notices and declarations on the Company's behalf.

Notice and instructions will be deemed served 10 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

**32. Overriding effect of Policy Schedule**

In case of any inconsistency in the terms and conditions in this Policy vis-a-vis the information contained in the Policy Schedule, the information contained in the Policy Schedule shall prevail.

**33. Grievances**

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

Website : [www.reliancegeneral.co.in](http://www.reliancegeneral.co.in)

e-mail : [services.rgicl@rcap.co.in](mailto:services.rgicl@rcap.co.in)

Telephone : 1800-3009

Fax : +91-22-30479650

Post/Courier : Any branch office or the correspondence address, during normal business hours

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may contact the Company's Head of Customer Service at:

**The Grievance Cell, Reliance General Insurance Company Limited**  
**Correspondence Unit, C-42, Pawane, T.T.C, Industrial Area,**  
**M.I.D.C, Turbhe, Navi Mumbai, Maharashtra, INDIA 400705**

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

Areas of Jurisdiction	Addresses of the Ombudsman Offices	Telephone No.	Fax No.	E-mail ID
Gujarat and Dadra & Nagar Haveli and Daman and Diu	2nd Floor, Shree JayshreeAmbica Chambers, Nr. C U Shah College, 5,Navyug Colony, Ashram Road, AHMEDABAD-380014	079-27546150	079-27546142	insombalhd@rediffmail.com
Madhya Pradesh and Chhattisgarh	1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011	0755-2578100, 2578102	0755-2578103	insombmp@satyam.net.in
Orissa	62, Forest Park, BHUBANESWAR-751 009.	0674-2535220	0674-2531607	ioobbsr@vsnl.net
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Chandigarh	S.C.O No.101,102 & 103, 2nd Floor,Batra Building, Sector 17 D, CHANDIGARH-160 017	0172-2706196	0172-2708274	
Tamil Nadu and Pondicherry Town and Karaikal	Fatima Akhtar Court , 4th Floor, 453 (Old 312) AnnaSalai, Teynampet, CHENNAI-600 018	044-24333678, 24333668, 24335284	044-24333664	insombud@md4.vsnl.net.in
Delhi and Rajasthan	2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002	011-23239611	011-23230858	insombudsmandel@netcracker.com



Andhra Pradesh, Karnataka and Yanam - a part of Pondicherry	6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004	040-55574325	040-23376599	insombud@hd2.vsnl.net.in
Kerala, Lakshadweep, Mahe-a part of Pondicherry	2nd Floor, CC 27/2603 PulinatBldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015	0484-2373334, 2350959	0484-2373336	insuranceombudsmankochi@hclinfinet.com
West Bengal, Bihar, Sikkim, Jharkhand and Andaman and Nicobar Islands	Hindustan Bldg. Annexe, 4, C.R. Avenue, 4th Floor, Kolkata - 700 072	033-22124346/22124339	033-22124341	insombudsmankolkata@gmail.com
Uttar Pradesh and Uttaranchal	JeevanBhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001	0522-2201188, 2231330, 2231331	0522-2231310	ioblko@sancharnet.in
Maharashtra and Goa	3rd Floor, JeevanSevaAnnexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054	022-26106889, EPBX : 022-26106889	022-26106052, 26106980	ombudsman.i@hclinfinet.com
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021	0361-2413525 EPBX : 0361-2415430	0361-2414051	

The details of Insurance Ombudsman are available on IRDA website :[www.irda.gov.in](http://www.irda.gov.in), on the website of General Insurance Council :

[www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), the Company's website [www.reliancegeneral.co.in](http://www.reliancegeneral.co.in) or from any of the Company's offices.

Address and contact number of Governing Body of Insurance Council:

Secretary General

Governing Body of Insurance Council

JeevanSevaAnnexe, 3rd Floor (Above MTNT)

S. V. Road, Santacruz (W)

Mumbai – 400 054

Tel: 022-6106889

Fax: 022-6106980, 6106052

Email: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)

**RELIANCE**

General Insurance



1800 3009 (toll free)

[www.reliancegeneral.co.in](http://www.reliancegeneral.co.in)

Insurance is a subject matter of solicitation. IRDA Registration No. 103.