

Apollo Munich Health Insurance Company Limited will provide the insurance cover detailed in the Policy to the Insured Person up to the Sum Insured subject to the terms and conditions of this Policy, Your payment of premium and Your statements in the Proposal, which is incorporated into the Policy and is the basis of it.

### BENEFITS

We will provide the Benefits as detailed below and shown in the Schedule to be operative for an event or occurrence described in such Benefits that occurs during the Policy Period. Each Benefit is subject to its Sum Insured, but Our liability to make payment in respect of any and all Benefits (including optional Benefits) shall be limited to the Accidental Death Sum Insured unless expressly stated to the contrary.

#### Benefit 1. Accidental Death

##### 1) Accidental Death

If an Insured Person suffers an Accident during the Policy Period and this is the sole and direct cause of his death within 365 days from the date of the Accident, then We will pay the Sum Insured.

##### 2) Transportation of Mortal Remains

If We have accepted a claim under 1), then We will in addition reimburse the lower of 2% of the Sum Insured under 1) and the actual amount incurred in transporting the mortal remains of the Insured Person from the place of the Accident or the Hospital to his residence or Hospital or to a cremation or burial ground.

##### 3) Cremation Ceremony

If We have accepted a claim under 1), then We will in addition pay the lumpsum Sum Insured towards the costs of the cremation or burial of the Insured Person.

#### Special Exclusions to Benefit 1

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- Hernia.

#### Benefit 2. Permanent Total Disablement

- If an Insured Person suffers an Accident during the Policy Period and within 365 days from the date of the Accident this is the sole and direct cause of his permanent total disablement in one of the ways detailed in the table below, then We will pay the percentage of the Sum Insured shown in the table.

	% of Sum Insured
Loss of 2 Limbs (both hands or both feet or one hand and one foot)	100%
Loss of a Limb and an eye	100%
Complete and irrecoverable loss of sight of both eyes	100%
Complete and irrecoverable loss of speech & hearing of both ears	100%
Loss of a Limb	50%
Complete and irrecoverable loss of sight of an eye	50%

- In this Benefit:

- Limb means a hand at or above the wrist or a foot above the ankle.
- Loss of Limb means:
  - the physical separation of a Limb above the wrist or ankle respectively, or
  - the total loss of functional use of a Limb for at least 365 days from the date of onset of such disability provided that We must be satisfied at the expiry of the 365 days that there is no reasonable medical hope of improvement.

#### Special Exclusions to Benefit 2

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- Hernia.

#### Benefit 3. Permanent Serious Disablement

- If an Insured Person suffers an Accident during the Policy Period and within 365 days from the date of the Accident this is the sole and direct cause of his permanent serious disablement, then We will pay the Sum Insured provided that:

- If the Insured Person is or has been employed then We will make payment only if he suffers permanent, irreversible, anatomical or functional loss preventing him from engaging in each and every occupation or employment for compensation or profit for which he is reasonably qualified by education or training or experience for the rest of his life.
- If the Insured Person has never been employed then We will make payment only if he suffers permanent, irreversible, anatomical or functional loss preventing him from performing essential daily functions and activities, including but not limited to eating, moving, getting dressed and similar vital functions for a person of the same age.
- In all cases:
  - the degree of disablement must be supported by a certificate of permanent serious disablement from a Doctor but it is agreed that the actual degree of disablement and the Insured Person's qualification for this Benefit will be as determined by Our medical advisors, and
  - the permanent serious disablement must have continued for at least 365 days from the date of onset of such disability provided that We must be satisfied at the expiry of the 365 days that there is no reasonable medical hope of improvement.

#### Special Exclusions to Benefit 3

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- Hernia.

#### Benefit 4. Permanent Total Disablement

- If an Insured Person suffers an Accident during the Policy Period and within 365 days from the date of the Accident this is the sole and direct cause of his permanent partial disablement in one of the ways detailed in the table below, then We will pay the percentage of the Sum Insured shown in the table.

Loss of:	% of Sum Insured
Each arm at the shoulder joint	70%
Each arm to a point above elbow joint	65%
Each arm below elbow joint	60%
Each hand at the wrist	55%
Each thumb	20%
Each index finger	10%
Each other finger	5%
Each leg above center of the femur	70%
Each leg up to a point below the femur	65%

Each leg to a point below the knee	50%
Each leg up to the center of tibia	45%
Each foot at the ankle.	40%
Each big toe	5%
Each other toe	2%
Each eye	50%
Hearing in each ear	30%
Sense of smell	10%
Sense of taste	5%

2) In this Benefit:

a) Loss means:

- i) the physical separation of a body part, or
- ii) the total loss of functional use of a body part or organ provided this has continued for at least 365 days from the onset of such disability provided that We are satisfied at the expiry of the 365 days that there is no reasonable medical hope of improvement.

3) If an Insured Person suffers a Loss not mentioned in the table above, then We will assess the degree of disablement with Our medical advisors and determine the amount of payment to be made.

4) If a claim in respect of a whole member (any organ, organ system or a limb) also encompasses some or all of its parts, Our liability to make payment will be limited to the member only and not any of its parts or constituents.

#### Special Exclusions to Benefit 4

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- b) Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- c) Hernia.

#### Benefit 5. Temporary Total Disablement

If an Insured Person suffers an Accident during the Policy Period which is the sole and direct cause of a temporary disability which completely prevents him from performing each and every duty pertaining to his employment or occupation, then We will pay a weekly benefit, provided that:

- a) The temporary total disablement is certified by the treating Doctor, and
- b) Our liability to make payment will be limited to of 1% of the Sum Insured for each week during the period of temporary total disablement for a period not exceeding 100 weeks from the date of the Accident and if the Insured Person is disabled for a part of a week, then only a proportionate part of the weekly benefit will be payable, and
- c) We will not pay any amount in excess of the Insured Person's base weekly income excluding overtime, bonuses, tips, commissions, or any other special compensation.

#### Special Exclusions to Benefit 5

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- b) Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- c) Hernia.

#### Benefit 6. Emergency Ambulance Charges

If We have accepted a claim under this Policy and following the Accident it is

necessary to immediately transfer the Insured Person to the nearest Hospital by ambulance offered by a healthcare or an ambulance service provider, then We will in addition reimburse the actual expenses of the transfer using the shortest route.

#### Benefit 7. Education Fund

If We have accepted a claim under Benefit 1, 2 or 3, then We will in addition pay 50% of the Sum Insured per Dependent Child up to a maximum of 2 Dependent Children provided that such Dependent Child is pursuing an educational course as a full time student in an educational institution.

#### Benefit 8. Family Transportation

If We have accepted a claim under Benefit 1, 2 or 3, then We will in addition reimburse the actual expenses incurred in transporting one Immediate Family Member to the Hospital where the Insured Person is admitted following an Accident, provided that such Hospital is located at least 200 kms from the Insured Person's residence.

**Note:** In this Benefit, Immediate Family Member means the Insured Person's legal spouse, children, parents, parents-in-law, legal guardian, ward, step child or adopted child.

#### Benefit 9. Purchase of Blood

If We have accepted a claim under Benefits 1-5, then We will in addition reimburse the actual expenses incurred in purchasing blood through a Hospital or lawful blood bank for the purpose of the Insured Person's medical or surgical treatment provided that such treatment is necessitated by the Accident.

#### Benefit 10. Transportation of Imported Medicine

If We have accepted a claim under Benefits 1-5, then We will in addition reimburse the actual expenses incurred on freight charges for importing medicines to India, provided that:

- a) Such medicines, formulations or their alternatives are not available in India, and
- b) Such medicines are necessary for the medical or surgical treatment of the Insured Person in a Hospital following the Accident.
- c) Such medicines shall not include any drugs under clinical trial or medicines, formulations or molecules of unproven efficacy.

#### Benefit 11. Cost of Wheelchair/Crutches

If We have accepted a claim under Benefit 2 or 3, then We will in addition reimburse up to 80% of the actual expenses incurred in purchasing a wheelchair or crutches for the Insured Person, provided that the wheelchair or crutches are necessitated by the Insured Person's disablement or are needed for the medical treatment of the Insured Person following the Accident.

#### Benefit 12. Accident Hospital Cash

If We have accepted a claim under Benefits 1-5, then We will in addition pay the amount shown in the Schedule for each continuous and completed period of 24 hours that the Insured Person is Hospitalised, provided that We will not make payment for the first 48 hours of Hospitalisation.

#### Benefit 13. Accident Medical Expenses

If We have accepted a claim under Benefits 1-5, then We will in addition reimburse the Medical Expenses incurred by the Insured Person at a Hospital, provided that Our maximum liability under this Benefit shall be limited to the lowest of:

- a) The actual expenses incurred, or
- b) 40% of the admitted claim amount under Benefits 1 to 5, or
- c) 10% of the Benefit 1 Sum Insured, or
- d) Rs. 200,000

#### Special Exclusions to Benefit 13

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- b) Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- c) Hernia.

#### Benefit 14. Accident Hospitalisation (Inpatient)

If any Insured Person suffers an Accident during the Policy Period that requires that

Insured Person's Hospitalisation as an inpatient, then We will in addition reimburse the Medical Expenses incurred for the in-patient treatment of such Insured Person provided that the Hospitalisation commences within the Policy Period. Our liability to meet Medical Expenses caused by such Accident will be limited to the Sum Insured of this Policy Period or such of it as remains, if any.

### Special Exclusions to Benefit 14

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- Hernia.

### Benefit 15. Accident Hospitalisation (Inpatient & Outpatient)

If any Insured Person suffers an Accident during the Policy Period that requires Outpatient Treatment or that Insured Person's Hospitalisation as an inpatient, then We will in addition reimburse the Medical Expenses incurred for such Insured Person provided that the Hospitalisation commences within the Policy Period. Our liability to meet Medical Expenses caused by such Accident will be limited to the Sum Insured of this Policy Period, or such of it as remains, if any.

### Special Exclusions to Benefit 15

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- Hernia.

### Benefit 16. Broken Bones

If an Accident causes an Insured Person to suffer a fracture (a break in the continuity of a bone) and this is certified by a Doctor and also confirmed by imaging investigations such as by X-ray, then We will pay the percentage of the Sum Insured specified in the table below.

	% of Sum Insured
Injury to vertebral body resulting in spinal cord damage	100%
Pelvis	100%
Skull (excluding nose and teeth)	30%
Chest (all ribs and breast bone)	50%
Shoulder (collar bone and shoulder blade)	30%
Arm	25%
Leg	25%
Vertebra – vertebral arch (excluding coccyx)	30%
Wrist (collies or similar fractures)	10%
Ankle (Potts or similar fracture)	10%
Coccyx	5%
Hand	3%
Finger	3%
Foot	3%
Toe	3%
Nasal bone	3%

- If an Insured Person suffers a fracture not mentioned in the table above, then We will assess the fracture with Our medical advisors and determine the amount of payment to be made.
- Our maximum liability is limited to the Sum Insured, irrespective of

the number of fractures that the Insured Person suffers caused by the same Accident.

- If a claim in respect of any fracture of a whole bone also encompasses some or all of its parts, Our liability to make payment will be limited to the whole bone only and not any of its parts.

**Note:** In this Benefit:

- Pelvis means all pelvic bones, which shall be treated as one bone. The sacrum is part of the vertebral column.
- Skull means all skull and facial bones, (excluding nasal bones and teeth) which shall be treated as one bone.

### Special Exclusions to Benefit 16

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- Sickness or disease.
- Any fracture due to osteoporosis or a malignant disease.
- Any hair line fracture.

### Benefit 17. Widowhood Cover

If an Insured Person's Spouse suffers an Accident during the Policy Period and this is the sole and direct cause of the Spouse's death within 365 days, then We will pay the Sum Insured.

### Special Exclusions to Benefit 17

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- Hernia.
- Actual or alleged dowry harassment.
- Actual or attempted self immolation.

### Benefit 18. Marriage Expenses for Children

If We have accepted a claim under Benefit 1, 2 or 3, then We will in addition pay 50% of the Sum Insured per Dependent Child towards the marriage expenses for each unmarried Dependent Child of the Insured Person, provided that Our maximum liability under this Benefit for all Dependent Children, irrespective of the number of Dependent Children shall be limited to the Sum Insured.

### Benefit 19. Carrier

If an Insured Person suffers an Accident during the Policy Period while travelling in a Carrier and this is the sole and direct cause of his death or permanent total disablement within 365 days of the date of the Accident, then We will pay the Sum Insured. The amount payable due to permanent total disablement will depend on the degree of disablement as defined under Benefit 2.

### Benefit 20. Coma

If an Insured Person is rendered Comatose due to an Accident during the Policy Period, then We will pay a weekly benefit for as long as the Insured Person remains Comatose, provided that:

- The Insured Person is certified to be Comatose by a Doctor, and
- The Insured Person is rendered Comatose within 3 days of the occurrence of the Accident and continues to be Comatose for a period of at least 7 days thereafter, and
- Our liability to make payment shall be limited to 1% of the Sum Insured for each week that the Insured Person is Comatose for a period not exceeding 100 weeks from the date of the Accident, and
- If the Insured Person is Comatose for a part of a week, then only a proportionate part of the weekly benefit will be payable.

In this Benefit, Coma means a profound state of unconsciousness where the patient cannot be awakened, fails to respond normally to pain or light, does not have sleep-awake cycles and cannot take voluntary actions and Comatose means a state of Coma.

### Benefit 21. Modification of Residence/Vehicle

If We have accepted a claim under Benefit 2 or 3, then We will in addition reimburse the reasonable expenses incurred to modify the Insured Person's residential accommodation and/or vehicle as long as the modifications have been carried out in India and certified by a Doctor to be necessary and directly required as a result of the Accident for which We accepted the claim.

#### Special Exclusions to Benefit 21

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Any benefits which an Insured Person is eligible to receive under the Workmen's Compensation Act 1923 or any similar enactment.
- b) Any expenses incurred in excess of the amount that would have usually been incurred had the Insured Person not been insured under this Policy.
- c) Any modifications or alterations not compliant with the applicable law.

### Benefit 22. Double Permanent Total Disablement

If We have accepted a claim under Benefit 2 then the percentage of the Sum Insured shown in the table in Benefit 2, shall be increased by 100%.

#### Special Exclusions to Benefit 22

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Bacterial infections (except pyogenic infection which occurs through an Accidental cut or wound).
- b) Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- c) Hernia.

### GENERAL EXCLUSIONS APPLICABLE TO ALL BENEFITS:

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this Policy:

- a) Any Pre-existing Condition or any complication arising from the same.
- b) Intentional self injury, suicide or attempted suicide, while sane or insane.
- c) Any psychiatric or mental disorders.
- d) AIDS (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human immunodeficiency virus), venereal disease, sexually transmitted disease or illness,
- e) Any Insured Person's participation or involvement in naval, military or air force operation, racing, diving, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing.
- f) Arising or resulting from the insured person(s) committing any breach of law with criminal intent.
- g) The abuse or the consequences of the abuse of intoxicants or hallucinogenic substances such as drugs and alcohol.
- h) War or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defense, rebellion, revolution, insurrection, military or usurped acts, chemical, radioactive or nuclear contamination.
- i) Pregnancy or childbirth or in consequence thereof.
- j) Congenital internal or external diseases, defects or anomalies or in consequence thereof.
- k) Treatments rendered by a Doctor who shares the same residence as an Insured Person or who is a member of an Insured Person's family.
- l) Any non-allopathic treatment.

### GENERAL CONDITIONS:

#### 1) Condition precedent

The fulfilment of the terms and conditions of this Policy (including the payment of premium by the due dates mentioned in the Schedule) insofar as they relate to anything to be done or complied with by You or any Insured Person shall be conditions precedent to Our liability.

#### 2) Insured Person

Only those persons named as an Insured Person in the Schedule or to whom We have issued a Certificate of Insurance shall be covered under this Policy. Any person may be added during the Policy Period as an Insured Person after his application has been accepted by Us, additional premium has been paid and he has been named as an Insured Person or we have issued a Certificate of Insurance to him.

We will not cover any person under Age 91 days or above Age 70 years.

#### 3) Notification of Claims

- a) We must be informed of any event or occurrence that may give rise to a claim under this Policy within 30 days of it happening. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
- b) For all benefits contingent on Our prior acceptance of a claim under Benefits 1-5, We must be informed within 30 days of the event or occurrence that may give rise to a contingent benefit claim.
- c) If any time period is specifically mentioned in Benefits 1-21, then this shall supersede the time periods mentioned at a) and b) above.

#### 4) Claims Payment Supporting Documentation & Examination

- a) We must be provided with any documentation and information We may request to establish the circumstances of the claim, its quantum or Our liability for it including, in English, Our claim form duly completed and all reports, including but not limited to death certificate, disability certificate, medical reports, case histories, investigation reports, treatment papers and discharge summaries.
- b) The Insured Person additionally hereby consents to:
  - i) The disclosure to Us of documentation and information that may be held by medical professionals and other insurers.
  - ii) The Insured Person shall be examined by any medical practitioner We authorise for this purpose when and so often as We may reasonably require.

#### 5) Claims Payment

- a) We shall be under no obligation to make any payment under this Policy unless We have been provided with the documentation and information We have requested to establish the circumstances of the claim, its quantum or Our liability for it, and unless the Insured Person has complied with his obligations under this Policy.
- b) All payments made shall be subject to an applicable Deductible (if any) for such payment.
- c) If We accept a claim and become liable to make payment under Benefits 2, 3, 4, 5, 16, or 20, (the first claim) and there is a subsequent claim under another of these Benefits or Benefit 1 in respect of the same Insured Person and the same Accident within 365 days of the date of the Accident (the second claim), then We will only be liable to pay the difference between the amount payable for the first claim and the amount payable for the second claim.
- d) If We accept a claim to which Benefit 19 is applicable, then We will not accept any claim or make any payment under Benefit 1 or 2 in respect of the same Insured Person and the same Accident under this Policy.
- e) We will only make payment to or at Your direction. If an Insured Person submits the requisite claim documents and information along with a declaration in a format acceptable to Us of having incurred the expenses, this person will be deemed to be authorised by You to receive the concerned payment. In the event of the death of an Insured Person, We will make payment to the Nominee (as named in the Schedule).
- f) Payments under this Policy shall only be made in Indian Rupees irrespective of the location of Accident which has given rise to the claim.
- g) We are not obliged to make payment for any claim or that part of any claim that could have been avoided or reduced if the Insured Person had taken reasonable care or that is brought about or contributed to by the Insured Person failing to follow the directions, advice or guidance provided by a Doctor.

### 6) Fraud

If any claim is in any manner dishonest or fraudulent, or is supported by any dishonest or fraudulent means or devices, whether by You or any Insured Person or anyone acting on behalf of You or an Insured Person, then this Policy shall be void and all benefits paid under it shall be forfeited.

### 7) Other Insurance

a) If at the time when any claim arises under this Policy, there is in existence any other policy effected by or on behalf of any Insured Person which covers that claim in whole or in part (or which would cover any claim made under this Policy if this Policy did not exist) then We shall not be liable to pay or contribute more than Our rateable proportion of the claim. If that other policy is one issued by Us, then Our maximum liability under all policies issued by Us shall cumulatively not exceed the most payable under one policy.

b) 7a) shall not apply to claims made under Benefits 1, 2 or 4.

### 8) Subrogation

You and/or any Insured Persons shall at Your 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 Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which We are or would become entitled upon Us making payment under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither You nor any Insured Person shall 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, whereafter We shall pay any balance remaining to You.

### 9) Change of Occupation

You will give Us notice of any change in the business or occupation of any Insured Person within 30 days of such change and We will issue an endorsement to this effect.

If at the time a claim arises under this Policy the Insured Person has changed his occupation without Us being notified, then Our maximum liability will be limited to the amount that would have been payable for the premium paid and the new occupation.

### 10) Geography

This Policy applies to events or occurrences taking place anywhere in the world unless limited by Us in a particular Benefit or definition or through an endorsement.

### 11) Alterations to the Policy

This Policy constitutes the complete contract of insurance. This Policy cannot be changed or varied by any one (including an insurance agent or broker) except Us, and any change We make will be evidenced by a written endorsement signed and stamped by Us.

### 12) Renewal

This Policy will automatically terminate at the end of the Policy Period. We are under no obligation to give notice that it is due for renewal, or to renew it, or to renew it on the same terms whether as to premium or otherwise. We shall be entitled to call for and receive any information or documentation before agreeing to renew the Policy, and in renewing We are not bound to renew for all Insured Persons.

### 7) Other Insurance

Any notice, direction or instruction under this Policy shall be in writing and if it is to:

- i) Any Insured Person, then it shall be sent to You at Your address specified in the Schedule and You shall act for all Insured Persons for these purposes.
- ii) Us, it shall be delivered to Our address specified in the Schedule. No insurance agents, brokers or other person or entity is authorised to receive any notice, direction or instruction on Our behalf unless We have expressly stated to the contrary in writing.

### 14) Dispute Resolution Clause

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

### 15) Nomination

An Insured Person can change the nominee to whom such payment is to

be made at any time during the Policy Period, provided that such change shall only be effective when You have notified Us and We have recorded the change by an endorsement to this effect.

### 16) Termination

a) You may terminate this Policy at any time by giving Us written notice, and the Policy shall terminate when such written notice is received. If no claim has been made under the Policy then We will refund premium in accordance with the table below:

Length of time Policy in force	Refund of premium
up to 1 month	75%
up to 3 months	50%
up to 6 months	25%
exceeding 6 months	0%

b) We may terminate this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation by You or any Insured Person or anyone acting on Your behalf or on behalf of an Insured Person upon 30 days notice by sending an endorsement to Your address shown in the Schedule, and We shall refund a rateable proportion of the premium as long as no claim has been made under the Policy.

c) We may terminate a Certificate of Insurance without reason upon 7 days notice by sending a written notice of cancellation to Your address and We shall refund a rateable proportion of the premium actually paid in respect of any Insured Person, provided that the Insured Person has not made any claim during the Policy Period. Termination of a Certificate of Insurance shall not affect any claim filed prior to the date on which termination becomes effective as specified in the notice of termination.

### INTERPRETATIONS & DEFINITIONS:

The terms defined below have the meanings ascribed to them wherever they appear in this Policy Document and, where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same:

- a) **Accident or Accidental** means a sudden, unforeseen and unexpected event caused by external, violent and visible means (but does not include any illness or disease) which results in physical bodily injury (but does not include mental, nervous or emotional disorders, depression or anxiety).
- b) **Accumulation Limit** means the amount stated in the Schedule which represents Our maximum liability for all claims under any and all benefits from all Insured Persons arising from the same [accident, event or occurrence or series of related accidents, events or occurrences] AND/OR [location], and if at any time the total value of unpaid claims would, if paid, result in the Accumulation Limit being exceeded (even if the Sum Insured is not) then the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that the Accumulation Limit is not exceeded.
- c) **Age or Aged** means completed years as at the Commencement Date.
- d) **Aggregate Limit** means the amount stated in the Schedule which represents Our maximum liability for any and all claims made by all Insured Persons under any and all benefits, and if at any time the total value of unpaid claims would, if paid, result in the Aggregate Limit being exceeded, the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that the Aggregate Limit is not exceeded.
- e) **Certificate of Insurance** means the certificate We issue to an Insured Person to confirm his coverage under the Policy. Coverage in respect of an Insured Person shall commence from the date mentioned therein.
- f) **Commencement Date** means the commencement date of this Policy as specified in the Schedule.
- g) **Carrier** means a civilian or commercial land, air or water conveyance operating under a valid licence from transportation of goods or passengers by air, sea, road or rail for a fee.
- h) **Deductible** means, in respect of each and every claim, the amount stated in the Schedule which will first be paid by each Insured Person or apply for the period of time stated in the Schedule.

