

# **Policy Wordings**

This product named "Acko Group Single Shield" is jointly offered by Acko General Insurance Limited and Acko Life Insurance Limited.

The risks of this 'Combi Product' are distinct and are assumed accepted by respective insurance companies.

The liability to settle the claim vests with respective insurers, i.e., for health insurance benefits Acko General Insurance Limited and for life insurance benefits Acko Life Insurance Limited.

The policyholders of the 'Combi Product' under reference are eligible to continue with either part of the policy, discontinuing the other during the policy term.

Policy Wordings of both the products are attached below as a part of this document.



# **Health Insurance**

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## Section 1: Preamble

This Policy is a contract of insurance between You and Us which is subject to the receipt of premium in full in respect of the Insured Persons and the terms, conditions and exclusions of this Policy.

This Policy is valid for the period as specified in the Schedule or the Certificate of Insurance.

The terms listed in Section 2 (Definitions) and which have been used elsewhere in the Policy in Initial Capital letters shall have the meaning set out against them in Section 2, wherever they appear in the Policy.

### **Section 2: Definitions**

The terms defined below have the meanings ascribed to them wherever they appear in this Policy 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:

#### 2.1 Standard Definitions

- Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. Any one illness means continuous period of illness and includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment was taken.
- 3. AYUSH Day Care Centre means and includes Community Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or surgical/para-surgical interventions or both under the supervision of registered AYUSH Medical Practitioner (s) on day care basis without in-patient services and must comply with all the following criterion:
  - a. Having qualified registered AYUSH Medical Practitioner(s) in charge;
  - b. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
  - c. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.
- **4. AYUSH Hospital** is a healthcare facility wherein medical/surgical/para-surgical treatment procedures and interventions are carried out by AYUSH Medical Practitioner(s) comprising of any of the following:
  - a. Central or State Government AYUSH Hospital; or
  - b. Teaching hospital attached to AYUSH College recognized by the Central Government/Central Council of Indian Medicine/Central Council for Homeopathy; or
  - c. AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:
    - i. Having at least 5 in-patient beds;
    - ii. Having qualified AYUSH Medical Practitioner in charge round the clock;
    - iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
    - iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.
- **5. AYUSH Treatment:** refers to the medical and / or hospitalization treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems.
- **6.** Cashless facility means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the Network Provider by the insurer to the extent pre-authorization is approved.
- 7. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.



- **8. Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
  - a. **Internal Congenital Anomaly-** Congenital anomaly which is not in the visible and accessible parts of the body.
  - b. **External Congenital Anomaly-** Congenital anomaly which is in the visible and accessible parts of the body
- Co-Payment means a cost sharing requirement under a health insurance policy that provides that
  the policyholder/insured will bear a specified percentage of the admissible claims amount. A copayment does not reduce the Sum Insured.
- **10. Cumulative Bonus** means any increase or addition in the Sum Insured granted by the insurer without an associated increase in premium and/or discount in renewal premium.
- 11. Day Care Centre means any institution established for day care treatment of illness and/or injuries or a medical setup with a hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified medical practitioner AND must comply with all minimum criterion as under
  - a. Has qualified nursing staff under its employment;
  - b. Has qualified medical practitioner/s in charge;
  - c. Has fully equipped operation theatre of its own where surgical procedures are carried out;
  - d. Maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.
- 12. Day Care Treatment means medical treatment, and/or surgical procedure which is:
  - a. Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
  - b. Which would have otherwise required hospitalization of more than 24 hours.
  - Treatment normally taken on an out-patient basis is not included in the scope of this definition.
- 13. Deductible means a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
- **14. Dental Treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and Surgery.
- **15. Disclosure to information norm** means that the policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- **16. Domiciliary Hospitalization** means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:
  - a. The condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
  - b. The patient takes treatment at home on account of non-availability of room in a hospital.
- 17. Emergency Care means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly and requires immediate care by a medical practitioner to prevent death or serious long-term impairment of the insured person's health.
- **18. Grace Period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received.
  - The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.
- 19. Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said act Or complies with all minimum criteria as under:



- i) Has qualified nursing staff under its employment round the clock;
- ii) Has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- iii) Has qualified medical practitioner(s) in charge round the clock;
- iv) Has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v) Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
- **20. Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- 21. Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - a. Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
  - b. **Chronic condition** A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
    - i. It needs ongoing or long-term monitoring through consultations, examinations, checkups, and /or tests
    - ii. It needs ongoing or long-term control or relief of symptoms
    - iii. It requires rehabilitation for the patient or for the patient to be specially trained to cope with it
    - iv. It continues indefinitely
    - v. It recurs or is likely to recur
- **22. Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- **23. Inpatient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- 24. Intensive Care Unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- **25. ICU Charges** means the amount charged by a Hospital towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.
- 26. Maternity expenses means
  - a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization);
  - b. Expenses towards lawful medical termination of pregnancy during the policy period.
- **27. Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- 28. Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- 29. Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.
- 30. Medically Necessary Treatment means any treatment, tests, medication, or stay in hospital or



part of a stay in hospital which:

- i. Is required for the medical management of the illness or injury suffered by the insured;
- ii. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii. Must have been prescribed by a medical practitioner;
- iv. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- **31. Migration** means a facility provided to policyholders (including all members under family cover and group policies), to transfer the credits gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.
- **32. Network Provider** means hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless facility.
- 33. New Born Baby means baby born during the Policy Period and is aged upto 90 days.
- **34. Non-Network** provider means any hospital, day care centre or other provider that is not part of the network.
- **35. Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- **36. OPD treatment** means the one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- 37. Pre-Existing Disease means any condition, ailment, injury or disease:
  - i. That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or
  - ii. For which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.
- **38. Pre-hospitalization Medical Expenses** means medical expenses incurred during pre-defined number of days preceding the Hospitalization of the Insured Person, provided that:
  - i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and
  - ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.
- **39. Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer .
- **40. Post-hospitalization Medical Expenses** means medical expenses incurred during pre-defined number of days immediately after the insured person is discharged from the hospital provided that:
  - i. Such Medical Expenses are for the same condition for which the insured person's Hospitalization was required, and
  - ii. The inpatient hospitalization claim for such Hospitalization is admissible by the insurance company.
- **41. Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- **42. Reasonable and Customary Charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
- **43. Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for Pre-Existing Diseases, time-bound exclusions and for all waiting periods.
- **44. Room Rent** means the amount charged by a Hospital towards Room and Boarding expenses and shall include the associated medical expenses.
- **45. Specific Waiting Period:** means a period up to 36 months from the commencement of a health insurance policy during which period specified diseases/treatments (except due to an accident) are



- not covered. On completion of the period, diseases/treatments shall be covered provided the policy has been continuously renewed without any break.
- **46. Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- **47. Unproven/Experimental treatment** means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

### 2.2 Specific Definitions

- 1. Age or Aged means the age as on last birthday.
- 2. Add-on Cover: A coverage extension that adds to the scope of insurance coverage of a Product and includes a write-back of an exclusion or a deletion/restriction of a coverage limitation.
- **3. Ambulance** means a road vehicle operated by a licensed/authorized service provider and equipped for the transport and paramedical treatment of the person requiring medical attention.
- 4. Annexure means a document attached and marked as Annexure to this Policy.
- **5. Annual Renewal Date** means the anniversary of the Commencement Date each Policy Year or any other date which We and You may agree in writing.
- 6. ATM means an automatic teller machine.
- 7. Bank means a bank or any financial institution
- **8. Base Sum Insured** referred herein means the Sum Insured for the Base Cover as specified in the Policy Schedule or/and Certificate of Insurance.
- 9. Benefit means any Benefit shown in the Policy Schedule / Certificate of Insurance.
- 10. Beyond Economic Repair means damage, destruction or breakdown of the Insured Asset to the extent that the estimated cost of repairs of such Insured Asset, as determined by Us or Our authorized representatives, exceeds the Sum Insured specified for the Insured Asset, less any applicable Depreciation, as reasonably determined by Us or Our authorized representatives, based on current market repair rates.
- 11. Bodily injury/Injury means physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner
- **12. Breakdown** means any sudden and unforeseen inherent internal damage, defects or breakdown to the electrical / electronic / mechanical parts of the Insured Asset, which impedes its normal functioning.
- **13. Business Affiliate** means any employee, colleague, partner, servant, contracting party or delivery agent of the Insured sharing a fiduciary duty towards the Insured, who is involved in business operations and has a professional relationship with the Insured.
- **14. Burglary** means an act involving entry into or exit from the Insured's place of residence or business premises or vehicle using forcible and violent means or following assault or violence or threat thereof, to the Insured or to his/her Business Affiliate or Immediate Family Member or any person lawfully present in the Insured's residence or business premises or vehicle
- **15.** Card means the credit card, cash card, debit card, gift card, pre-paid card, travel card and other similar cards issued to the Insured person by a Qualified Financial Institution.

## 16. Carpet Area means

- a. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit:
- b. for any enclosed structure on the same site, it is the net usable floor area of such structure; and
- c. For the main building unit of Your Home, it is the net usable floor area, excluding the area covered by/ the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit; for any enclosed structure on the same site, it is the net usable



floor area of such structure; and for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.

- **17. Certificate** means the latest certificate issued to the Insured by Us confirming the Insuring clause covered under the Policy.
- **18. Certificate of Insurance** means the certificate We issue to the Insured Person confirming the Insured Person's cover under the Policy.
- **19.** Cheque(s) means any Bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.
- **20. Commencement Date** means Commencement Date means the start date of the Policy as specified in the Schedule.
- 21. Common Death or Disability Sum Insured means the amount specified in the Certificate of Insurance cumulatively against
  - Benefit 3.2.1 (Accidental Death Benefit),
  - Benefit 3.2.2 (Permanent and Total Disability),
  - Benefit 3.2.3 (Permanent Partial Disability) and
  - Benefit 3.2.4 (Temporary Total Disability)

that represents Our maximum, total and cumulative liability for any and all claims made in respect of that Insured Person under such Benefits during the Coverage Period.

- **22. Condition Precedent** means a policy term or condition upon which Our liability under the policy is conditional.
- **23. Co-payment** means a cost-sharing requirement that provides that the Insured will bear a specified percentage of each admissible claim amount under this Policy.
- **24. Cost of Construction** means the amount required to construct Your Home Building at the Commencement Date. This amount is calculated as follows:
  - a. For residential structure of Your Home including Fittings and Fixtures: Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and shown in the Policy schedule.
  - b. For additional structures: the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.
- **25.** Covered In-patient Medical Expenses shall include Room Rent, ICU/CCU/HDU charges, nursing charges, operation theatre charges, Surgical Appliances or Medical Appliances cost, fees of Medical Practitioner/ surgeon / anaesthetist / Specialist / Radiologist / Pathologist and diagnostic tests conducted within the same Hospital where the Insured Person has been admitted.
- **26.** Coverage Period Coverage Period means the period specified in the Policy Schedule / Certificate of Insurance which commences on the Risk Commencement Date specified in the Policy Schedule / Certificate of Insurance and ends on the coverage expiry date specified in the Policy Schedule / Certificate of Insurance.
- **27. Critical Illness** Critical Illness means any Illness, medical event or Surgical Procedure as specifically defined in Annexure I of this Policy.
- **28. Cyber operation** involves the use of a computer system by, at the direction of, or under the control of a sovereign state to disrupt, deny access to or, degrade functionality of a computer system, and/or copy, remove, manipulate, deny access to or, destroy information in a computer system.
- **29. Data** is any digital information, irrespective of the manner in which it is used, stored or displayed (such as text, figures, images, video, recordings or software).
- **30. Date of Admission** means the date of the Insured Person's first admission to a Hospital or Day Care Centre in relation to Any One Illness or the Injury sustained in any single Accident.
- **31. Deductible or Excess** means the fixed amount specified in the Policy Schedule/Certificate of Insurance, for which We will not be liable, and which will apply per occurrence of each insured event before the Insuring Clauses under this Policy are payable.
- **32. Defence Costs** Defence Costs are reasonable costs necessarily incurred in defending the Insured Person against any civil proceeding initiated against him/her during the Travel Period.
- 33. Dentist means a dentist, dental surgeon or dental practitioner who is registered or licensed as such



under the laws of the country, state or other regulated area in which the Treatment is provided.

- **34. Dependent** means the Employee's / Member's parents, Spouse or child who have been enrolled in the Policy.
- **35. Dependent Child** refers to a child (natural or legally adopted), who is under Age 25, either in fulltime education or residing at the same residence as the Employee / Member at the commencement of any Treatment and is financially dependent on the Employee / Member. For the purpose of coverage under this Policy the Age limit for a dependent child shall be 25 years. However, with respect to coverage under specific Sections, separate Age limits may be defined under each Benefit and applicable for the purpose of such Benefit
- **36. Depreciation** means the decrease in the value of the Insured Asset over time, due to normal wear and tear, use and obsolescence. The value of Depreciation, where applicable, shall be deducted at the time of settlement from any amounts payable under the Policy at the time of claim settlement, in accordance with the depreciation table provided in the Policy Schedule/Certificate of Insurance
- **37. Device (Applicable to III. Cyber related covers)** is any physical electronic or digital equipment including software used to store, process, or transmit data, and is connected to a network or the internet. Devices are critical components of IT infrastructure and may be at risk from cyberattack, data breach, or other digital threats. Such devices may include, but are not limited to, computers, mobile phones, and smart home devices.
- **38. Digital** means the tools, methods, or technologies that utilize computer technology to perform tasks or communicate.
- **39. Disclosure to information norm** means the policy shall be void and all premium paid thereon shall be forfeited in whole or in part to Us in the event of misrepresentation, misdescription or non-disclosure of any material fact.
- **40. Eligibility** means the provisions of the Policy that state the requirements to be satisfied with for an person to be enrolled in this Policy as an Insured Person.
- **41. Email spoofing** is any forgery or wrongful manipulation of an email so that the receiver is misled to believe that the email is real and therefore trusts its faked origin.
- **42. Emergency** shall mean a serious medical condition or symptom resulting from Injury or sickness which arises suddenly and unexpectedly, and requires immediate care and treatment by a Medical Practitioner, generally received within 24 hours of onset to avoid jeopardy to life or serious long-term impairment of the Insured Person's health, until stabilisation at which time this medical condition or symptom is not considered an Emergency anymore.
- **43. EMI(s) or EMI Amount(s)** EMI(s) or EMI Amount(s) means and includes the amount of monthly payment required to repay the Principal Outstanding Amount and any applicable interest by the Insured Person, as set forth in the amortization chart referred to in the relevant Loan agreement (or any amendments thereto) between the bank/financial institution and the Insured Person as on the date of any occurrence or event which gives rise to a claim under this Policy.
- **44. Employee:** means any member of Your staff who is proposed and/or sponsored by You and who becomes an Insured Person under this Policy.
- **45. Endorsement** means A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy
- **46. Event** means any official sporting occasion, music concert, exhibition, educational / cultural tour, cinema, theatre, theme park or military display, or a visit to any other tourist attraction where admission is only by way of tickets sold in advance.
- **47. Exclusions** mean specified coverage, hazards, services, conditions, and the like that are not provided for (covered) under this Policy, or a coverage category or set of Benefits under this Policy.
- **48. Family Member** must be an immediate relative, which permanently lives with the insured at the principal address. Immediate relative shall mean parent, spouse or children.
- **49. FIR (First Information Report)** means the complaint filed by the Insured person and registered by the police Station within whose jurisdiction the alleged offence is committed/occurred.
- **50. First Diagnosis** means the point in time at which the requirements of any Critical Illness under this Policy were first satisfied with respect to the Insured Person, including the availability of all the test reports and medical reports evidencing such diagnosis.
- **51. Garage** means any workshop, service center, or repair facility that is:



- Authorized by the insurer or listed on the insurer's network of approved garages subject to periodic updates; or
- Licensed and legally compliant to carry out motor vehicle repairs, maintenance, and servicing; and
- Equipped to provide repair and restoration services following damage or breakdown of the insured vehicle.
- **52. General Contents** are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.
- **53. Hardware** includes the physical components of any personal devices used to store, record, transmit, process, read, amend or control data, including but not limited to desktops, laptops, routers, and servers.
- 54. Hazardous Activities means any activity, which is potentially dangerous to the Insured whether or not the insured is professionally trained. Such activity includes without limitation stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, stunt/obstacle riding, bobsleighing/using skeletons, bouldering, boxing, canyoning, cavin/pot holing, cave tubing, rock climbing/trekking/mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labour, marathon running, martial arts, micro-lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo riding, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/ time trials, triathlon, water ski jumping, weight lifting or wrestling any type.
- **55. Home Contents** means Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.
- **56. Home Nursing** is arranged by the Hospital for a Qualified Nurse to visit the patient's home to give expert nursing services immediately after undergoing Treatment in a Hospital for as long as is required by medical necessity, for Medically Necessary Treatment which would normally be provided in a Hospital. In either case, the Medical Practitioner and Specialist who treated the patient must have recommended these services.
- **57. HDU** means High Dependency Unit is an area in a Hospital, usually located closely to the Intensive Care Unit where patients can be cared for more extensively than in a normal ward but not to the point of care provided in the Intensive Care Unit.
- **58. Immediate Family Member** means an Insured's spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; who reside in the same place of residence as the Insured.
- **59. Insured Asset** means the mechanical, electronic, or rental equipment or any other physical asset specified in the Policy Schedule/Certificate of Insurance, but not including any motor vehicles. For the purpose of this Policy, such Insured Asset may be either (i) owned, (ii) sold, (iii) serviced under a contract, (iv) taken on rent, or (v) given on rent by the Insured.
- **60. Identity theft** is the digital theft or acquisition by fraudulent means of personal data which has resulted or could reasonably result in the wrongful use of such personal data.
- **61. Insured Event** means events covered in the respective covers.
- **62. Insured Property** means Your Home Building and Home Contents, or any item of property covered by this Policy.
- **63. Invoice** means the invoice that was issued to the Insured by the wholesaler or retailer as proof of purchase of the Insured Asset having been purchased from such wholesaler or retailer.
- **64. Invoice Value** means the original amount paid by the Insured towards the purchase of the Insured Asset from a retailer or wholesaler, which is evidenced by an Invoice and is inclusive of any applicable discounts and taxes.
- **65. Income:** Income means and includes the amount that the Insured Person earns each month from his/her primary occupation.

For Salaried Individuals, this would mean salary including regular bonuses, regular commissions,



superannuation contributions or any other allowances, any benefits explicitly mentioned in CTC (Cost to Company) or any compensation structure provided to the Insured Person by his/her employer for the financial year, or as declared in the previous ITR (Income Tax Return) filed by the Insured Person.

- **66. In-patient** means an Insured Person who is admitted to a Hospital and stays for at least 24 hours for the sole purpose of receiving Treatment.
- **67. Insured Person** means the Primary Insured and/or the Dependents of the Primary Insured named in the Policy Schedule / Certificate of Insurance for whom the insurance is proposed and the appropriate premium is paid, and who is covered under this Policy.
- **68. Insured Property** means Your Home Building and Home Contents, or any item of property covered by this Policy.
- **69. Involuntary Unemployment:** Involuntary Unemployment means a termination, lay off, retrenchment or permanent dismissal of an Insured Person who is a Salaried Individual from his/her primary occupation due to Injury sustained or Illness contracted.. For the purpose of this Policy, Involuntary Unemployment does not include any unemployment caused due to or arising from poor performance, dismissal due to a fraudulent act, non-compliance of any company or organization's internal rules/guidelines, or any disciplinary action.
- 70. IRDAI means the Insurance Regulatory and Development Authority of India.
- **71. Kutcha Construction** means Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.
- **72.** Legal costs include any costs, expenses and/or fees for experts, investigations, court appearances, surveys, examination and/or procedures that are necessary for your civil, administrative and/or criminal proceedings. This does not include your general expenses (such as salaries and overheads or routine business expenses).
- **73. Limit of liability** will be as stated in the policy schedule/certificate of Insurance, including any sublimit and aggregate limit of liability.
- **74. Liquid Damage** means the entry of any fluid or moisture into the Insured Asset that impedes its proper functioning.
- **75.** Loan: Loan means the sum of money lent at an interest or otherwise to the Insured Person by any bank/financial institution as identified by the Loan Account Number specified in the Certificate of Insurance or certified in writing and provided to Us by the bank/financial institution.
- **76.** Loss of Independent Living: Loss of Independent Living means inability to perform one or more of the following activities of daily living:
  - i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
  - ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other Surgical Appliances;
  - iii. Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
  - iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
  - v. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available;
  - vi. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence.
- **77. Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without Your assistance, consent or co-operation.
- **78.** Lost wages mean any salary that was lost or not paid by your employer, solely as a result of any insured event. Computation of lost wages for self-employed persons must be supported by, and will be based on, the most recent year's tax returns, bank statements, or other verifiable financial records.
- **79. Malicious act** is any unauthorized or illegal act of a third party intending to cause harm to or to gain access to, or disclose data from personal devices or smart home devices through the use of



- any personal device, smart home device, computer system or computer network including the internet.
- **80. Malware** is any unauthorized or illegal software or code (such as viruses, spyware, computer worms, trojan horses, rootkits, ransomware, keyloggers, dialers and rogue security software) designed to cause harm to or to gain access to or disrupt personal devices or smart home devices or computer networks.
- **81. Manufacturer's Warranty** means any warranty provided by the OEM of an Insured Asset regarding its quality and condition and sets out the terms in which such Insured Asset will be repaired or exchanged in the event it does not function as described or originally intended.
- **82. Market Value** means the fair price of an Insured Asset, in a new/retail condition, as at the time of the loss or damage, as determined by Us at the time of claim settlement.
- **83. Medical Practitioner/Doctor** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.
- **84. Mobile wallet** is an online account in which you deposit or earn money which is denominated in a specific currency that can be spent in an (online) store..
- **85. Money:** Money means cash, bank drafts, current coins, bank and currency notes, treasury notes, cheques, traveller's cheques, postal orders and current postage stamps not forming part of a collection.
- **86. Natural Calamities/Natural Disaster(s)** means any major adverse event resulting from the natural environmental or geological phenomena such as include earthquakes, tsunamis, volcanic eruptions, landslides, hurricanes, floods, wildfires, fog, heat waves and droughts etc.
- **87. Nominee** means the person named in the Policy Schedule / Certificate of Insurance (as applicable) who is nominated to receive the Benefits due in respect of an Insured Person or Dependent covered under the Policy in accordance with the terms and conditions of the Policy, if such person is deceased when the Benefit becomes payable.
- **88. OEM** means the Original Equipment Manufacturer, including any other company involved in the manufacture of the finalized Insured Asset.
- **89. Operation** means any procedure performed on a living body usually with instruments for the repair of damage or the restoration of health and especially one that involves incision, excision, or suturing.
- **90. Out-Patient** means a person who undergoes an OPD treatment or a temporary Hospitalization for a stay of less than 24 hours.
- **91. Package Product:** A Product which is a combination of General Insurance coverages and which may also additionally include coverages available within Health Insurance Products.
- **92. Payment card** means an ATM card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.
- **93. Personal devices** are any devices (computers, laptops, tablets, mobile phones, etc.) which are privately owned or leased by you, used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting data. Personal devices do not include any smart home devices or computer systems used in vehicles.
- **94. Phishing** is an attempt to obtain sensitive information such as usernames, passwords and credit card details, often for malicious reasons, by masquerading as a trustworthy entity in an electronic communication in text or machine-readable optical form (e.g. QR code).
- **95. Physical Damage** is any externally destruction or deterioration of the Insured Asset impacting the functionality of the Insured Asset.
- **96. Policy** means the statements in the proposal form/personal statement, these terms and conditions, Certificates of Insurance issued to the Insured Persons, group proposal form and the Policy Schedule including any Annexures and endorsements, as amended from time to time which form part of the Policy contract and shall be read together.
- **97. Policy Anniversary Date** means the day of the calendar year on which the Coverage Period under the current Policy commenced.
- 98. Policy Period means the period between the Commencement Date and the expiry date of the



- Policy as specified in the Policy Schedule / Certificate of Insurance or the date of cancellation of this Policy, whichever is earlier.
- **99. Policy Year** means a period of 12 consecutive months within the Coverage Period commencing from the Policy Anniversary Date.
- **100. Policy Schedule** means the schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the Policy Period, special conditions, and the limits to which Benefits under the Policy are subject to, and as may be amended from time by way of endorsements made to or on it, and where more than one, then the latest in time.
- **101. Premium** means the premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.
- **102. Primary Insured:** Primary Insured means the person named in the Certificate of Insurance who is employed by or is a member of Your organization.
- **103. Principal Outstanding Amount:** Principal Outstanding Amount means the principal amount of the Loan outstanding as on the date of any occurrence or event which gives rise to a claim under the Policy, less the portion of principal component included in the EMIs, payable but not paid, from the date of the loan agreement till the date of such occurrence or event.

For the purpose of avoidance of doubt, it is clarified that any:

- i. EMIs that are overdue and unpaid to the financial institution prior to such occurrence or event,
- ii. Any additional amounts imposed by a financial institution, or otherwise falling due as a penalty or by way of a default in repayment, will not be considered for the purpose of this Policy and shall be payable by the Insured Person.
- **104. Private Room** means a single occupancy accommodation in a private Hospital.
- **105. Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, command, determine or judge.
- 106. Pucca Construction means Construction other than Kutcha Construction.
- **107. Redundancy** means an event where an Employer terminates the employment of the Insured Person due to their skill sets/job profile/role being obsolete and no longer necessary for the current Employer.
- **108. Replacement** means a mechanical, electronic, or rental equipment in fully functional condition which is similar to the Insured Asset it replaces and has equal or comparable value and technical specifications. For the purposes of this Policy, Replacement Equipment shall be of two types:
  - Replacement New Equipment: Replacement Equipment which is in a new/retail condition
  - Replacement Refurbished Equipment: Replacement Equipment which is not in a new/retail condition.
- **109. Risk Commencement Date**: Risk Commencement Date means the date specified in the Policy Schedule / Certificate of Insurance on which the Coverage Period and Our coverage under the Policy in respect of the Insured Person commences.
- **110. Robbery** means the unlawful taking of Money or other property from Your care and custody by one who has caused or threatened You with bodily harm and has committed an forcible, illegal or violent act.
- 111. Salaried Individuals: Salaried Individuals means those Insured Persons who work for an employer as an Employee or a worker, whether confirmed or on probation, as on the Risk Commencement Date, and earn a fixed amount of compensation at a fixed frequency as salary. Such fixed amount of compensation should be evidenced by such Salaried Individual's ITR (Income Tax Return) for the preceding year(s).
- 112. Salvage means the remaining and/or recovered parts of any Insured Asset, or any value thereof attached to such remaining and/or recovered parts. In cases where the damaged Insured Asset or part is not available, a deemed value of the applicable Salvage shall be deducted from the amounts payable under the Policy at the time of claim settlement, in accordance with the 'Basis of Settlement & Assessment of Claims' Section.
- 113. Screen damage is any externally visible destruction or damage or breakage of the "Screen" of the Insured Asset impeding the usage or functionality of such Insured Asset. Screen Damage does not include minor scratches, dents or any such cosmetic damages that do not impair the usage or



functionality of the Equipment. For the purpose of this definition, "Screen" means any front/primary glass or LCD or digitizer component of the Insured Asset or any other display component specified in the Schedule/Certificate.

- **114. Seller's Warranty** means any warranty provided by the wholesaler or retailer of an Insured Asset regarding its quality and condition and sets out the terms in which such Insured Asset will be repaired or exchanged in the event it does not function as described or originally intended.
- **115. Service Centre** means an entity or individual or set of individuals who are authorized to carry out repairs by the OEM or has necessary experience and tools to repair the device.
- **116. Shop** means he premises of pucca construction occupied by the insured for the purpose of selling goods.
- **117. Smart home devices** include any devices or IoT components deployed by you in your household in order to operate or control smart home enabled devices such as cameras, air conditioning, lighting, alarm systems or fire protection systems.
- 118. Software includes any digital standard, customized or individually developed program or application held or run by a personal device that comprises a set of instructions that are capable, when incorporated into a machine-readable medium, of causing a machine with 10 Confidential (C3) information processing capabilities to indicate, perform or achieve a particular function, task or result.
- **119. Spouse** means the Employee's legal husband or wife, who is proposed to be covered under the Policy.
- 120. Specialist is a Medical Practitioner who:
  - · Has received advanced specialist training;
  - · Practices a particular branch of medicine or Surgery;
  - Is or has been appointed as a consultant in a Hospital or is or has been appointed to a position in a Hospital which is deemed by Us or the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government as being of equivalent status. It is clarified that a physiotherapist who is registered or licensed as such under the laws of the country, state or other regulated area in which the Treatment is provided is only a Specialist for the purpose of physiotherapy as described in the list of Benefits.
- **121. Sub-limit** means a cost-sharing requirement under this Policy in which We would not be liable to pay any amount in excess of the pre-defined limit specified in the Policy Schedule/Certificate of Insurance against an Insuring Clause.
- **122. Sum Insured** means, subject to the terms, conditions and exclusions of this Policy, the amount specified in the Policy Schedule / Certificate of Insurance against a Benefit, coverage category or set of Benefits, that represents Our maximum, total liability for any or all claims arising under this Policy for the respective Benefit(s) in respect of an Insured Person or all Insured Persons constituting the Floater Unit, if applicable.
- 123. Surgical Appliance and/or Medical Appliance means:
  - An artificial limb, prosthesis or device which is required for the purpose of or in connection with a Surgery;
  - An artificial device or prosthesis which is a necessary part of the Treatment immediately following Surgery for as long as such device or prosthesis is required by medical necessity.
  - A prosthesis or appliance which is medically necessary and is part of the recuperation process for a reasonably short period of time.
- **124. Survival Period:** Survival Period means the period that the Insured Person has to survive before a claim becomes valid, commencing from the date of First Diagnosis.
- **125. Temporary or Seasonal Job:** Temporary or Seasonal Job means any occupation or job where the employee is expected to remain employed in a position only for a certain period of time.
- **126.** Theft of funds is any unauthorized electronic transfer of money, assets or any other funds.
- 127. Third-party is any person or legal entity other than the insured as stated in the schedule.
- **128. Third party claim** is any written demand or assertion for compensation or damages by a third party against you.

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- **129. Theft**: shall mean intending to take dishonestly any movable property out of the possession of any person without that person's consent with the intention of permanently depriving the Insured of such property and does not include larceny, pilferage and the like.
- **130. TPA** means any person who is licensed under the IRDAI (Third Party Administrators Health Services) Regulation (as may be amended, replaced or modified by the IRDAI) and is engaged for a fee or remuneration by Us for the purposes of providing health services. The list and details of TPA are set out on Our website.
- **131. Total Loss** means A situation where the Insured Property or item is completely destroyed, lost or damaged beyond retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.
- **132. Treatment** means any relevant treatment controlled or administered by a Medical Practitioner to cure or substantially relieve an Illness or an Injury.
- **133. Trip** means and include all journeys undertaken from a port at the City of Residence or Place of Origin of the Insured to the Place of Destination or return to the City of Residence or Place of Origin of the Insured
- **134. Unauthorized /Fraudulent Transaction** means the transactions done through Point of Sale /ATM/Online payment gateway by any person other than the Insured Person, and without the Insured Person's consent or knowledge, or by impersonating the Insured Person.
- **135. Valuables** means and includes photographic, audio, video, computer and any other electronic and electrical equipment, cellular phones, data, business goods, telecommunications and electrical equipment, motor vehicles and any accessories, telescopes, lenses, binoculars, antiques, art, watches, jewellery and gems, furs and articles made of precious stones and metals.
- **136. Valuable content** means Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
- **137. Vehicle** means Your car, truck, jeep, motorcycle, recreational vehicle, or camper or any other registered vehicle mentioned in the policy schedule.
- 138. War includes and is not limited to any armed conflict involving physical force
  - a. By a sovereign state against another sovereign state, or
  - b. As part of a civil war, rebellion, revolution, insurrection, military action or usurpation of power.
- **139. Waiting Period** means a time bound exclusion period related to condition(s) specified in the Policy Schedule / Certificate of Insurance or Policy which shall be served before a claim related to such condition(s) becomes admissible.
- **140.** Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place (For 4.8. Home Building and Home Content Cover) of this Policy.
- 141. We/Our/Ours/Us means the Acko General Insurance Company Limited.
- **142. You/Yours/Yourself/Policyholder** means the person named in the Policy Schedule / Certificate of Insurance who has concluded this Policy with Us



#### Section 3. Base Benefits

The base benefit (Mandatory) can be opted by the insured as Any/ All or Cross Combination of the below:

- 3.1 In-Patient Hospitalization ("IPD") Indemnity Category
- 3.2 Personal Accident Category
- 3.3 Out-patient ("OPD") and Wellness Benefit Category
- 3.4 Critical Illness Category

The benefits listed below are available to all Insured Persons. The Schedule or the Certificate of Insurance will specify which of the benefits are in force and available for the Insured Persons under the Policy.

Claims made in respect of an Insured Person for the benefits listed below shall be subject to the availability of the Sum Insured specified against such benefit, applicable sub-limits/Deductibles for the benefits claimed and the terms, conditions and exclusions of this Policy.

All claims must be made in accordance with the procedure set out in Section 6 General Terms and Condition (Claims Procedure and Requirements).

# 3.1 Hospitalization ("IPD") Indemnity Category

The Section defines the Benefits under this coverage category. The following Benefits shall trigger in the event related to Hospitalization of the Insured Person on an in-patient basis. Claims under this coverage category will be admissible subject to the fulfilment of the following conditions with respect to the Insured Person's Hospitalization:

- i. The Hospitalization of the Insured Person is caused solely and directly due to an Illness contracted or an Injury sustained by the Insured Person, during the Coverage Period, as specified in the Policy Schedule / Certificate of Insurance.
- ii. The Date of Admission is within the Coverage Period.

Hospitalization is for Medically Necessary Treatment and commences and continues on the written advice of the treating Medical Practitioner.

# 3.1.1 In-patient Hospitalization Cover

We will indemnify the following Covered In-patient Medical Expenses of an Insured Person incurred during Hospitalization for the Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance:

- i. Room Rent
- ii. ICU/CCU/HDU charges,
- iii. Operation theatre cost,
- iv. Medical Practitioner fees,
- v. Specialist fee,
- vi. Surgeon's fee,
- vii. Anaesthetist fee,
- viii. Radiologist fee,
- ix. Pathologist fee,
- x. Assistant Surgeon fee,
- xi. Qualified Nurses fee,
- xii. Medication,
- xiii. Cost of diagnostic tests as an in-patient such as but not limited to radiology, pathology, X-rays, MRI and CT Scans, physiotherapy and drugs, consumables, blood, oxygen, and
- xiv. Surgical Appliances and/or Medical Appliances, required as a direct consequence of the Illness or Injury.
- xv. Ayush Treatment

## 3.1.2 Daily Hospital Cash

If an Insured Person requires Hospitalization due to an Illness or Injury, as specified in the Policy

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Schedule / Certificate of Insurance, suffered or contracted during the Coverage Period, then We will pay the daily allowance amount specified against this Benefit in the Policy Schedule / Certificate of Insurance, for each continuous and completed period of 24 hours of Hospitalisation.

This benefit will be payable provided that:

- a. Our liability to make any payment under this benefit shall commence only after a continuous and completed 24 hours of Hospitalization of the Insured Person for each claim.
- b. This Benefit shall not be payable in respect of the Insured Person for more than the maximum number of days specified in the Policy Schedule / Certificate of Insurance for each Coverage Period.
- c. Only one daily allowance amount is payable for each day of Hospitalization, regardless of number of the Illnesses contracted/Injuries sustained.

## 3.1.3 Day Care Treatment Cover

We will indemnify the Medical Expenses incurred towards the Day Care Treatment or Surgery undertaken that requires less than 24 hours Hospitalization due to advancement in technology and which is undertaken by an Insured Person in a Hospital / Nursing Home / Day Care Centre for the Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance. Any treatment in Out-Patient department is not covered under this Benefit.

## 3.1.4 In-patient Hospitalization Fixed Benefit

We will pay a fixed benefit amount, in the event of a Hospitalization solely and directly due to the Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance.

## 3.1.5 Road Ambulance

We will indemnify the reasonable costs incurred towards transportation of an Insured Person to a Hospital or Day Care Centre by an Ambulance for treatment of the Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance, in case of the Insured Person requiring Emergency Care.

### 3.1.6 EMI Protection

If an Insured Person is unable to pay the EMI Amounts payable under his/her Loan due to an Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance, suffered or contracted during the Coverage Period , then We will pay an amount equal to the EMI Amount which is due on the Insured's outstanding Loan in the number of months immediately following the date of such occurrence, as is specified in the Policy Schedule / Certificate of Insurance, subject to this amount not exceeding the amount specified in the Policy Schedule / Certificate of Insurance.

**Amortization Chart** means a complete table of periodic loan payments, showing the amount of principal loan amount and the amount of interest that comprise each payment or EMI, as the case may be, until the Loan is paid off at the end of its term.

This Insuring Clause will be payable provided that:

- a. Any payments that are overdue and unpaid by the Insured prior to the occurrence of the event giving rise to a claim under this Insuring Clause will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
- b. The Benefit will not apply to any voluntary and uninsurable events, which are caused by or with the knowledge of the Insured Person, or which are against public policy, criminal or fraudulent under applicable law.
- c. The treatment required by the Insured Person is for Medically Necessary Treatment and is commenced and continued on the written advice of the treating Medical Practitioner.
- d. For the purpose of claim settlement against any cover under this Policy, the Amortization Chart prepared by the bank/financial institution as on the date of Loan disbursement or commencement of the Coverage Period (whichever is later) shall be considered wherever applicable.
- e. Any additional amounts falling due as a penalty or charge by way of a default in repayment will not

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be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

### 3.1.7 Income Protection Cover

We will pay the daily allowance amount specified against this Benefit in the Policy Schedule / Certificate of Insurance, for each continuous and completed day, on which the Insured Person is unable to do his/her regular employment, business or professional activity due to an Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance, suffered or contracted during the Coverage Period.

This benefit will be payable provided that:

- a. Our liability to make any payment under this benefit shall commence only after a continuous and completed minimum number of days of inability of carrying out employment or business or professional activity as specified in the Certificate of Insurance for each claim.
- b. Our liability to make any payment under this benefit shall be in excess of the Deductible of the number of days specified in the Certificate of Insurance for each claim.
- c. This Benefit shall not be payable in respect of the Insured Person for more than the maximum number of days specified in the Certificate of Insurance for each Coverage Period.
- d. We shall not be liable to make any payment under this benefit if the loss is explicitly paid/covered by the employer or any other business partner.
- e. The treatment required by the Insured Person is for Medically Necessary Treatment and is commenced and continued on the written advice of the treating Medical Practitioner.

## 3.1.8 Repatriation of Mortal Remains

We will reimburse the expenses incurred up to the limit specified in the Policy Schedule / Certificate of Insurance for transportation of mortal remains from the place of death to the residence of the Insured Person, in case of death due to illness or injury, as specified in the Policy Schedule / Certificate of Insurance.

This Benefit will be payable provided that:

- The death of the Insured Person occurred in a location that is not the city/place of residence of the Insured Person.
- b. In case of Death due to illness, we have accepted a claim under the Benefit Section 3.2.1
- c. In case of Death due to injury, we have accepted a claim under Benefit Section 3.2.1

## 3.1.9 Funeral Expenses

We will reimburse the expenses incurred up to the limit specified in the Policy Schedule / Certificate of Insurance towards expenses on the funeral, cremation/ or burial and transportation of the body to the place of the funeral ceremony for the Insured Person, in case of death due to illness or injury, as specified in the Policy Schedule / Certificate of Insurance, provided that:

- a. In case of Death due to illness, we have accepted a claim under the Benefit Section 3.2.1
- b. In case of Death due to injury, we have accepted a claim under Benefit Section 3.2.1

# 3.1.10 Missed Bill Payment

If an Insured Person defaults on payment of a credit card bill or an essential utility bill such as water, electricity or gas, on or before the due date for making such payment due to an Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance, suffered or contracted during the Coverage Period, then We will pay the amount specified in Policy Schedule / Certificate of Insurance towards the penalty levied on the Insured Person for non-payment of such bill amount within the due date.

## 3.2 Personal Accident Category

The Section defines the Benefits under this coverage category. The following Benefits shall trigger in the event of the Insured Person suffering an Injury due to an Accident. Claims under this coverage category will be admissible subject to the fulfilment of the following conditions with respect to the Insured Person's Injury:

The date of Accident is within the Coverage Period as specified in the Policy Schedule / Certificate
of Insurance

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ii. The Hospitalization is certified as Medically Necessary by the treating Medical Practitioner

### 3.2.1 Accidental Death Benefit

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the Insured Person's death within 365 days from the date of the Accident, We will pay the Sum Insured.

If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this Benefit and claims already admitted under Benefit 3.2.1 (Accidental Death Benefit), Benefit 3.2.2 (Permanent Total Disability) and Benefit 3.2.3 (Permanent Partial Disability) in respect of the Insured Person will cumulatively exceed the Common Death or Disability Sum Insured, then Our maximum, total and cumulative liability under any and all such claims will be limited to the Common Death or Disability Sum Insured.

On the acceptance of a claim under this Benefit and payment being made under any applicable Cover Options, all cover under this Policy shall immediately and automatically cease in respect of that Insured Person.

## 3.2.2 Permanent Total Disability

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the Permanent Total Disability of the Insured Person which is of the nature specified in the table below, within 365 days from the date of the Accident, We will pay the Sum Insured:

## **Nature of Permanent Total Disability**

Total and irrecoverable loss of sight in both eyes

Loss by physical separation or total and permanent loss of use of both hands or both feet

Loss by physical separation or total and permanent loss of use of one hand and one foot

Total and irrecoverable loss of sight in one eye and loss of a Limb

Total and irrecoverable loss of hearing in both ears and loss of one Limb/ loss of sight in one eye

Total and irrecoverable loss of hearing in both ears and loss of speech

Total and irrecoverable loss of speech and loss of one Limb/ loss of sight in one eye

Permanent, total and absolute disability (not falling under any one the above) which results in the Insured Person being unable to engage in any employment or occupation or business for remuneration or profit, of any description whatsoever which results in Loss of Independent Living

For the purpose of this Benefit:

- 1. **Limb** means a hand at or above the wrist or a foot above the ankle;
- 2. **Physical separation of one hand** or **foot** means separation at or above wrist and/or at or above ankle, respectively.

This Benefit will be payable provided that:

- a. The Permanent Total Disability continues for a period of at least 180 days from the commencement of the Permanent Total Disability, and the Disability Certificate issued by the treating Medical Practitioner at the expiry of the 180 days confirms that there is no reasonable medical hope of improvement;
- b. If the Insured Person suffers Injuries resulting in more than one of the Permanent Total Disabilities specified in the table above, then Our maximum, total and cumulative liability under this Benefit shall be limited to the Sum Insured specified against this Benefit in the Policy Schedule / Certificate of Insurance.
- c. If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this Benefit and claims already admitted under Benefit 3.2.1 (Accidental Death Benefit), Benefit 3.2.2 (Permanent Total Disability) and Benefit 3.2.3 (Permanent Partial Disability) in respect of the Insured Person will cumulatively exceed the Common Death or Disability Sum Insured then Our maximum, total and cumulative liability under any and all such claims will be limited to the Common Death or Disability Sum Insured.

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- d. If We have admitted a claim for Permanent Total Disability in accordance with this Benefit, then We shall not be liable to make any payment under the Policy on the death of the Insured Person, if the Insured Person subsequently dies;
- e. On the acceptance of a claim under this Benefit, all cover under this Policy shall immediately and automatically cease in respect of that Insured Person after the payment of any other applicable Cover Options.

# 3.2.3 Permanent Partial Disability

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the Permanent Partial Disability of the Insured Person which is of the nature specified in the table below within 365 days from the date of the Accident, we will pay the amount specified in the table below:

anno	amount specified in the table below.				
	Nature of Permanent Partial Disability	Percentage of the Sum Insured Payable			
i.	Total and irrecoverable loss of sight in one eye	50%			
ii.	Loss of one hand or one foot	50%			
iii.	Loss of all toes - any one foot	10%			
iv.	Loss of toe great - any one foot	5%			
V.	Loss of toes other than great, if more than one toe lost, each	2%			
vi.	Total and irrecoverable loss of hearing in both ears	50%			
vii.	Total and irrecoverable loss of hearing in one ear	15%			
viii.	Total and irrecoverable loss of speech	50%			
ix.	Loss of four fingers and thumb of one hand	40%			
Χ.	Loss of four fingers	35%			
xi.	Loss of thumb- both phalanges	25%			
xii.	Loss of thumb- one phalanx	10%			
xiii.	Loss of index finger-three phalanges	10%			
xiv.	Loss of index finger-two phalanges	8%			
XV.	Loss of index finger-one phalanx	4%			
xvi.	Loss of middle/ring/little finger-three phalanges	6%			
xvii.	Loss of middle/ring/little finger-two phalanges	4%			
xviii.	Loss of middle/ring/little finger-one phalanx	2%			

This Benefit will be payable provided that:

- a. The Permanent Partial Disability continues for a period of at least 180 days from the commencement of the Permanent Partial Disability and the Disability Certificate issued by the treating Medical Practitioner at the expiry of the 180 days confirms that there is no reasonable medical hope of improvement;
- b. If the Insured Person suffers a loss that is not of the nature of Permanent Partial Disability specified in the table above, then the independent medical advisors will determine the degree and percentage of such disability;
- c. We will not make any payment under this Benefit if We have already paid or accepted any claims under the Policy in respect of the Insured Person and the total amount paid or payable under the claims is cumulatively greater than or equal to the Sum Insured for that Insured Person;
- d. If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this benefit and claims already admitted under Benefit 3.2.1 (Accidental Death Benefit), Benefit 3.2.2 (Permanent Total Disability) and Benefit 3.2.3 (Permanent Partial Disability) in respect of the Insured Person will cumulatively exceed the Common Death or Disability Sum Insured then Our maximum, total and cumulative liability under any and all such claims will be limited to the Common Death or Disability Sum Insured.
- e. On the acceptance of a claim under this Benefit, the Insured Person's insurance cover under this Policy shall continue, subject to the availability of the Sum Insured and the Common Death or Disability Sum Insured.

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## 3.2.4 Temporary Total Disability

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the disability of the Insured Person which prevents the Insured Person from engaging in any employment or occupation on a temporary basis, then We will pay the amount specified in the Policy Schedule / Certificate of Insurance at the frequency specified in the Policy Schedule / Certificate of Insurance for the duration that the Temporary Total Disability continues.

This Benefit will be payable provided that:

- a. This Benefit shall be paid only if the Temporary Total Disability continues for a period of at least for the minimum number of days specified in the Policy Schedule / Certificate of Insurance from the date of commencement of Temporary Total Disability.
- b. This Benefit shall not be paid in excess of the Insured Person's Income at the time of injury excluding overtime, bonuses, tips, commissions, or any other compensation for the period specified in the Policy Schedule / Certificate of Insurance;
- c. Our liability to make any payment under this benefit shall be in excess of the Deductible of the number of days specified in the Certificate of Insurance for each claim.
- d. This Benefit shall not be payable in respect of the Insured Person for more than the maximum number of days specified in the Certificate of Insurance for each Coverage Period.
- e. We will not make any payment under this Benefit if We have already paid or accepted any claims under this Benefit in respect of the Insured Person and the total amount paid or payable under the claims is cumulatively greater than the Sum Insured specified against this Benefit in the Policy Schedule / Certificate of Insurance.
- f. If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this Benefit and claims already admitted under Benefit 3.2.1 (Accidental Death Benefit), Benefit 3.2.2 (Permanent Total Disability), Benefit 3.2.3 (Permanent Partial Disability) and Benefit 3.2.4 (Temporary Total Disability) in respect of the Insured Person will cumulatively exceed the Common Death or Disability Sum Insured then Our maximum, total and cumulative liability under any and all such claims will be limited to the Common Death or Disability Sum Insured.

#### 3.2.5 Child Education Cover

We will pay the amount specified in the Policy Schedule / Certificate of Insurance at the frequency specified in the Policy Schedule / Certificate of Insurance in respect of each surviving Dependent Child, irrespective of whether the child is an Insured Person under this Policy.

For the purpose of this Benefit:

**Dependent Child** means a child of the Insured Person who is less than Age 25 and does not have any independent source of income.

This Benefit will be payable provided that:

- a. We have accepted a claim under the Benefit 3.2.1 (Accidental Death Benefit) or Benefit 3.2.2 (Permanent Total Disability) in respect of that Insured Person;
- b. The amount payable under this Benefit will be in addition to the amount payable under the Benefit 3.2.1 (Accidental Death Benefit) or any other applicable Benefits;

We shall not be liable to accept a claim under this Benefit in respect of more than 2 Dependent Children of the Insured Person.

# 3.3 Out-patient ("OPD") and Wellness Benefit Category

This Section defines the Benefits under this coverage category. The following Benefits shall trigger in the event of the Insured Person undergoing any Medically Necessary Treatment as an Out-Patient or incurring Medical Expenses in relation to such Medically Necessary Treatment. Claims under this coverage category will be admissible subject to the fulfilment of the following conditions with respect to the Insured Person's OPD Treatment or Medical Expenses incurred:

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- i. The Insured Person incurs the Medical Expenses during the Coverage Period.
- ii. The date of consultation / diagnostics / Treatment is within the Coverage Period.
- iii. The Medically Necessary Treatment is undergone on the written advice of a qualified Medical Practitioner, and the Medical Expenses are certified to be for such Medically Necessary Treatment by the treating Medical Practitioner.

## 3.3.1 Out-Patient Treatment Cover

We will indemnify the Medical Expenses incurred by an Insured Person in respect of any Medically Necessary Treatment availed/provided, in a Hospital or Day Care Centre or by any service provider as an Out-Patient, of the following nature and subject to the limits as specified in the Policy Schedule / Certificate of Insurance:

- i. Physical Consultation: Medical advice taken from a general or specialist Medical Practitioner;
- ii. Online Consultation: A web-based consultation from a qualified Medical Practitioner
- iii. Diagnostics: Any diagnostic procedures undergone by the Insured Person
- iv. Pharmacy: Discounts on medicine/pharmacy costs or/and indemnify the cost of medicines/pharmacy duly supported by the prescriptions of the Medical Practitioner attending to the Insured Person
- v. Dietician: Advise on wellness coaching from dieticians
- vi. Doctor on Call: A telephonic consultation from a general Medical Practitioner

We shall not be liable to indemnify any Medical Expenses under this Benefit for the following:

- i. Facilities and services availed for pleasure or rejuvenation or as a preventive aid, such as beauty treatments, Panchakarma, purification or detoxification.
- ii. Cost of spectacles, hearing aids, braces, implants, prosthetic devices, and lenses etc as Medical Aids.

# 3.4 Critical Illness Category

The Section defines the Benefits under this coverage category. The following Benefits shall trigger in the event that the Insured Person is diagnosed to be suffering from a Critical Illness specified in Annexure I of the Policy. Claims under this coverage category will be admissible subject to the fulfilment of the following conditions with respect to the Insured Person's diagnosis:

- The Insured Person is First Diagnosed to be suffering from the Critical Illness during the Coverage Period
- ii. Such Critical Illness also first occurs or first manifests itself during the Coverage Period as a first incidence:
- iii. The Insured Person is specified to be covered with respect to such Critical Illness or Surgical Procedure, as stated in the Policy Schedule / Certificate of Insurance
- iv. First Diagnosis of the Critical Illness should have occurred during the Insured Person's lifetime, i.e, no payment under any Benefit shall be made if such First Diagnosis of the Critical Illness is made post-mortem.
- v. All the test reports and medical reports required to support the diagnosis of the Critical Illness or the Surgical Procedure, the stage and form of such Critical Illness, and for Us to make a claims assessment, including any claim documentation required under Section 3 of the Policy, should be available before the death of the Insured Person and in a form suitable for sharing with Us.

## 3.4.1 Critical Illness Benefit

We will pay the percentage of Sum Insured as is specified against such Critical Illness under this Benefit in the Policy Schedule / Certificate of Insurance, if the Critical Illness or Surgical Procedure is covered under the Policy for the Insured Person, and provided that:

- a. The Insured Person survives the applicable Survival Period as specified in the Policy Schedule / Certificate of Insurance.
- b. The Critical Illness contracted has not arisen within the applicable Waiting Period specified in the Policy Schedule / Certificate of Insurance against this Benefit (or against any Critical Illness), from the Risk Commencement Date.

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## **Section 4: Optional Benefits**

Insured can opt from the below give optional benefit in lieu of additional premium.

## 4.1 Critical Illness Category

## 4.1.1.1 Critical Illness Waiting Period

If this Benefit Option is in force for the Insured Person, We shall not be liable to make any payment under this Benefit in respect of any Critical Illness if You are first diagnosed as suffering from a critical Illness within the Waiting Period specified in the Policy Schedule / Certificate of Insurance from the Risk Commencement Date.

The number of days for the purpose of the Waiting Period are calculated from the Risk Commencement Date to the actual final diagnosis which confirms the Critical Illness, or date on which the Surgical Procedure is done, whichever is earlier.

As an illustration, in case an Insured Person is diagnosed with a Critical Illness during the Waiting Period, he/she will not get paid if it is a Critical Illness as set out in the Policy as the First Diagnosis of the Critical Illness is within the opted number of days. However, if an Insured Person is diagnosed with heart blockage during the Waiting Period but undergoes "Coronary Artery Bypass Graft" after the completion of the Waiting Period, the claim for Critical Illness will be paid for Coronary Artery Bypass Graft as the Surgical Procedure was carried out after the completion of the Waiting Period.

## 4.1.1.2 Survival Period for Critical Illness

If this Benefit Option is in force for the Insured Person, any amount payable under Benefit 4.1.1.1 shall be subject to survival of the Insured Person for the period specified in the Policy Schedule / Certificate of Insurance following the First Diagnosis of the Critical Illness or undergoing the Surgical Procedure for the first time, whichever is earlier.

If an Insured Person is First Diagnosed to be suffering from a Critical Illness of the nature specified in Annexure I of the Policy, during the Coverage Period, then We will pay the Sum Insured under this Benefit as specified in the Certificate of Insurance.

This benefit is payable provided that:

- a. The Critical Illness is covered under the Policy for the Insured Person as stated in the Certificate of Insurance:
- b. If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this Benefit and claims already admitted under this Benefit in respect of the Insured Person will cumulatively exceed the Sum Insured specified against this Benefit in the Certificate of Insurance, then Our maximum, total and cumulative liability under any and all such claims will be limited to the Sum Insured specified against this benefit in the Certificate of Insurance.

## 4.2 Key Replacement Cover

If You have opted for this cover, Acko shall reimburse the insured, subject to the terms and limits specified in the Policy Schedule/Certificate for the cost incurred towards replacing the Insured Vehicle's key if the key is lost, stolen or damaged, or repairing the lock-set, if the lock-set or key is damaged.

## **Specific conditions**

The cover provided is subject to the following conditions:

- A claim resulting from burglary or theft is supported by a First Information Report (FIR) with the Police.
- The replaced keys/ lock/ lockset should be of same nature and kind as the one for which the claim is being made.
- Any loss or damage to the keys/ lock/ lockset is reported to Acko within 30 days of such loss or damage
- Replacement of key(s) only would be done only for broken or damaged keys. In case of theft of key(s), entire set comprising of key, lock and lockset would be replaced.

## 4.3 Garage Cash

If You have opted for this cover, In case your vehicle is under repair in authorized garage due to accidental damage to the vehicle, Acko will pay a fixed amount as a daily allowance as mentioned in

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the Policy Schedule/Certificate of Insurance as per the class or type of vehicle.

## **Specific conditions**

- The repair must be carried out in the network/authorized garage.
- The vehicle must be in the garage for a minimum no. of days mentioned in the Policy Schedule/Certificate of Insurance.
- The insured should have a valid driving license.

# 4.4 Loss of Income Due to Damage of Vehicle

If You have opted for this cover, Acko will pay a fixed amount as per the type/class of vehicle in case the Insured Person suffers a loss of income where his vehicle is damaged due to below given covered Perils and is under repair for at least number of days mentioned in the Policy Schedule/Certificate of Insurance or in the event of theft, if the vehicle is not recovered within 90 days from the date of theft.

#### **Covered Perils:**

Following is the list of perils listed through which vehicles may be damaged:

- i. by fire explosion self-ignition or lightning,
- ii. by burglary housebreaking or theft,
- iii. by riot and strike,
- iv. by earthquake (fire and shock damage),
- v. by flood typhoon hurricane storm tempest inundation cyclone hailstorm frost,
- vi. by accidental external means,
- vii. by landslide or rockslide.

## Specific conditions

- The vehicle must be unusable due to the accident, and repairs must require the above stated time for the repair.
- The repair must be carried out in the network/authorized garage.
- You have to submit a repair invoice or other related documents as a claim proof.

### 4.5 Business Shutdown

If You opted for this cover, Acko will pay You the Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance for physical loss or damage, or destruction caused to Insured's shops by the following unforeseen events resulting in interruption of business of the Insured for minimum number of days occurring during the Policy Period as mentioned in the Policy Schedule/Certificate of Insurance.

The perils covered under this Cover would include:

- Earthquake
- Storm, Cyclone, Typhoon, Flood and Inundation
- Subsidence and landslide including rockslide
- Fire
- Lightning
- Riot, Strike and Malicious damage

The Sum Insured will be payable as per the waiting period defined in the Policy Schedule/Certificate of Insurance.

### 4.6 Loss of Income

If You have opted for this cover, Acko will cover You for the following:

- i. Loss of Income of Insured Person: In the event of the Insured Person suffer loss of income due to loss of employment arising out of termination, dismissal, permanent suspension, retrenchment, Redundancy as per the Employer's rules/regulations on the Date of Relieving during the Policy period/Policy Period/Cover Period, We will pay a fixed amount equal to the Insured Person's ongoing EMI or percentage of EMI which is due towards outstanding amount of Loan up to the Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance on a monthly basis for the number of months as mentioned in the Policy Schedule/Certificate of Insurance.
- ii. Concurrent Loss of Income: In the event Insured Person and his/her Spouse (henceforth mentioned as "Both") suffers loss of income during the Policy Period/Policy Period/Cover Period due

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to termination, dismissal, permanent suspension, retrenchment, Redundancy from their respective employments, imposed on Both by their respective employers as per the employer's rules/regulations on the date of relieving during the Policy Period/Cover Period, We will pay a fixed amount equal to the Insured Person's ongoing EMI or percentage of EMI which is due towards outstanding amount of Loan up to the Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance on a monthly basis for an additional number of months equal to the number mentioned against this cover (Loss of Income) of Insured Person in the Policy Schedule/Certificate of Insurance.

# **Specific conditions**

- i. Both are salaried employees and in regular employment for at least 6 consecutive months with the respective Employer and not on probation on the date of occurrence of covered events as mentioned in this cover.
- ii. Initial waiting period of 90 days shall be applicable from the date of commencement of the Policy Period/Cover Period during which no claim shall be payable under this cover.
- iii. We will pay on expiration of the waiting period from the date the employee (Insured Person/Both) suffered loss of income due to loss of employment arising out of covered events as mentioned in this cover provided the Insured Person remains unemployed at the end of this waiting period.
- iv. The Insured Person has been regularly paying EMI for last 3 months prior to being rendered unemployed due to termination, dismissal, permanent suspension, retrenchment or redundancy from his/her employment.
- v. Payment will cease from the time the Insured Person is re-employed or otherwise as specifically mentioned in the Policy Schedule/Certificate of Insurance.
- vi. In case of Concurrent Loss of Income:
  - Date of loss of employment of Your Spouse should be within 3 months of Your date of loss of employment and both are simultaneously unemployed up to 3 months.
  - This Benefit will be payable only up to the number of months as specified in the Policy Schedule/Certificate of Insurance and shall commence after completion of simultaneous unemployment period of 3 months as specified in condition above.
  - Payment will cease from the time that any one of Both is re-employed or lapsation of the number of months as specifically mentioned in the Policy Schedule/Certificate of Insurance.

# 4.7 Cyber Protection

## 4.7.1 Digital Theft of Funds

If You opted for this cover, Acko will indemnify you for any direct financial loss that you sustain and is not compensated for by the issuing bank, financial institution or mobile wallet company, caused:

- a. As a result of a theft of funds due to unauthorized access to your bank account, credit or debit card or mobile wallet(s) by a third party, leading to theft of funds. This may occur wholly or partially through your personal device or smart home device or otherwise by digital or electronic means, and/or.
- b. As a consequence of you being a victim of phishing or email spoofing, Theft and Burglary provided that:
  - You report the theft to the issuing bank, financial institution or mobile wallet company within 7 days of discovery of the theft of funds or you lodge a report with National Cyber Crime Reporting Portal detailing the theft of funds within 7 days of discovery, and
  - ii. You provide evidence that your bank, financial institution or the mobile wallet company is not fully reimbursing you and you have made all reasonable efforts to obtain reimbursement.

We will also indemnify you for unrecovered losses after you have exhausted recovery options from your bank, wallet company, or financial institution for any reasonable and necessary costs you incur for prosecution of a criminal case against the third party responsible for theft of funds, phishing or email spoofing.

In cases where expressively mentioned in your Policy Schedule / Certificate of Insurance, we will also cover for any penalties imposed by bank(s) or financial institution(s) for non-maintenance of minimum balance or missed loan EMIs; provided that the account balance before such financial loss was above the required threshold and it fell short directly as a result of the covered incident.

We will not cover for Financial Loss from any transactions involving physical money / cash / currency or currency equivalent, including withdrawal of money from Automated Teller Machine (A.T.M).



## 4.7.2 Identity Theft

If You opted for this cover, Acko will indemnify you against the following losses resulting from Identity Theft:

- a. Any direct financial losses including, provided that:
  - i. You have reported to us and the local police within 7 days of discovery of the identity theft, and
  - ii. You can provide confirmation from your employer that the lost wages are not otherwise being compensated or reimbursed elsewhere.
- Reasonable and necessary costs incurred by you for credit monitoring and identity theft monitoring services.
- c. Reasonable and necessary costs incurred by you for prosecution of a criminal case against a third party for committing identity theft against you.
- d. Reasonable fees, costs and expenses for psychological counselling or treatment related to identity theft subject to the applicable sub-limit stated in the Policy Schedule / Certificate of Insurance.

We will not cover for Financial Loss as a result of physical loss/ theft of card, phone, laptop or any other digital device/ payment authorization instrument.

## 4.7.3 Fraudulent Charge on Loss of Card

If You opted for this cover, Acko will reimburse the unauthorized charges up to the Sum Insured as mentioned in the Policy Schedule/Certificate of Insurance that You are responsible for on Your Lost credit/debit card, up to the timeline defined in the Policy Schedule/Certificate of Insurance to Your first reporting the event to Your debit/credit card issuer(s) and up to 7 days post reporting of the event to Your debit/credit card issuer.

# **Specific conditions**

- We will only pay for unauthorized charges for which You are responsible under the terms and conditions of Your credit/debit card.
- The loss of credit/debit card must be Discovered during the Policy Period.
- You must report the loss of Your credit/debit card to the issuer(s) within hours specified in the Policy Schedule/ Certificate of Insurance after discovering Your lost or stolen credit/debit card.
- You must comply with all terms and conditions by which Your credit/debit card is issued.
- This Benefit under this cover is available only once in a policy period.

# 4.7.4 ATM Assault and Robbery

If You have opted for this cover, Acko will reimburse You for the following up to the Sum Insured as specified in the Policy Schedule/Certificate of Insurance if the event specified occurs within the Policy Period:

- ATM Robbery We will reimburse You for the money You withdrew from any ATM around the world using Your Credit/Debit card if You lose such Money in a Robbery event that occurs within the timeline mentioned in the Policy Schedule/Certificate of Insurance of the withdrawal of the money.
- 2. **Bodily Injury** We will reimburse You for reasonable emergency first aid charges for bodily injury during a Robbery that is covered in (1) of this clause "ATM Robbery".

# **Specific conditions**

- You must provide an official police report that indicates that the incident happened within the covered time frame of 15 minutes after the withdrawal of the Money by You and within the Policy Period in order for us to pay the claim; unless You are legally incapable of doing so.
- Claim will be payable only once in the policy period.

### 4.7.5 Lost Wallet Coverage

If You opted for this cover, Acko will reimburse You for the following, up to the sums specified below and always limited to the Sum Insured as specified in the Policy schedule/Certificate of Insurance when Your wallet is lost or stolen during the Policy Period:

- 1. Replacement costs for the Lost or stolen wallet not exceeding amount mentioned in your Policy Scheule/Certificate of Insurance.
- 2. Application fees for applying for new Personal papers and/or Payment cards.

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3. Money and/or cheque(s) up to amount of Rs 500 provided that there is valid claim under 1 and 2 above.

# **Specific Meaning**

Following meaning applicable to this cover only:

- Replacement cost means the amount it would cost to replace an item by a new item of similar specifications.
- **Personal Papers** means identification documents issued by Your country, state including but not limited to Your driver's license and passport.
- **Transportation tickets** means the tickets purchased for bus, subway or other type of public or private transportation.
- **Unauthorized charges** means those charges which are incurred on the payment card after the physical loss of the payment card and without the knowledge or consent of the payment card holder as per provisions, terms and conditions of payment card issuer.

## **Specific conditions**

- You must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless You are legally incapable of doing so.
- Claim will be payable only once in the policy period.

# 4.8 Home Building and Home Content Cover

# 4.8.1 Insured Events

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Policy Period.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

in Column B.	
COLUMN A	COLUMN B
We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property
1. Fire	caused by burning of Insured Property by order of any Public Authority.
Explosion or Implosion	-
3. Lightning	-
Earthquake, volcanic eruption, or other convulsions of nature	-
<ol> <li>Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation</li> </ol>	-
6. Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, c. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
<ol><li>Bush fire, Forest fire, Jungle fire</li></ol>	-
8. Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
Missile testing operations	-
10. Riot, Strikes, Malicious Damages	caused by

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	<ul> <li>a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or</li> <li>b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.</li> </ul>
<ol> <li>Acts of terrorism (Coverage as per Terrorism Clause attached)</li> </ol>	Exclusions and Excess as per Terrorism Clause attached.
<ol><li>Bursting or overflowing of water tanks, apparatus and pipes.</li></ol>	-
13. Leakage from automatic sprinkler installations.	<ul> <li>a. Repairs or alterations in Your Home or the building in which Your Home is located,</li> <li>b. Repairs, removal or extension of any sprinkler installation, or</li> <li>c. Defects in the construction known to You.</li> </ul>
14. Theft within 7 (seven)days from the occurrence of and proximately caused by any of the above Insured Events.	if it is  a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.

### 4.8.2 Coverage

# 4.8.2.1 Home Building Cover

#### 1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed in Section 4.8.1 this Policy. We also cover architect's, surveyor's, consulting engineer's fees, cost of removing debris as specified under 4.8.2.1 (5) (f) of this Policy. Further, We pay for Loss of rent and Rent for Alternative Accommodation, which will be paid to the extent declared by You and agreed by Us as specified under 4.8.2.1(6) of this Policy while Your Home Building is not fit for living following loss or damage due to an insured event.

# 2. Your Home Building

- a. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. Your Home Building includes
  - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
    - b) compound walls, fences, gates, retaining walls and internal roads,
    - c) verandah or porch and the like,
    - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
    - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
  - iii. any other structure shown in the Policy Schedule.
- c. Your Home Building does not include Contents of Your Home.

## 3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your

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livelihood if You are self- employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

#### 4. Sum Insured

- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- b. If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured: Except as stated in Section 4.2.4 (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

# 5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- b. We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- d. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the Cost of Construction of the additional structure.
- f. In addition to what Section 4.8.2.1 (5) (c) of this Policy provides for, We will pay You the following expenses:
  - up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
  - ii. up to 2 % of the claim amount for reasonable costs of removing debris from the site.

### 6. Loss of Rent and Rent for Alternative Accommodation

In addition to what Section 4.8.2.1 (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:

- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- b. We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for.
- d. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.



## 4.8.2.2 Home Contents Cover

## 1. What We cover:

We cover the physical loss or damage to or destruction of the General Contents of Your Home caused by an Insured Event as listed in Section 4.8.1 of this Policy. Valuable Contents of Your Home are not covered under this Policy unless You have purchased the optional cover for the Valuable Contents.

#### 2. Sum Insured:

- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
- b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
- c. If You have purchased only Home Contents Cover, You have to declare the Sum Insured for the General Contents in the Proposal Form.
- d. The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in Section 4.8.3.1 (a) of this Policy.
- f. Restoration of Sum Insured: Except as stated in Section 4.8.4 (6) (b) of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.

## 3. What We pay

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
  - iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

## 4.8.3 Additional Cover

# 4.8.3.1 Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover):

For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).

- i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
- ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.

#### 4.8.4 Specific Conditions

# 1. Make true and full disclosure in the proposal and related documents

a. You have a duty of disclosure to tell Us everything You know, or could reasonably be expected to know, that is relevant to Us for deciding whether to give You insurance cover and on what terms. You owe this duty to disclose such relevant material information even if We have not specifically asked for it. This duty extends to any information or declaration given by anyone else on Your behalf.

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- b. We have agreed to give You insurance cover entirely on the basis of the information You, or anyone on Your behalf, have given Us in the proposal, statements and other declarations and documents (in writing or electronic) about Yourself, Your family, Your Home Building and Home Contents. The correct and complete information You give is the basis of Our contract with You. Our promise to pay is conditional upon the truth of these statements and on the assumption that You, or anyone on Your behalf, has not withheld any material information about Yourself, Your family, Your Home Building and Home Contents.
- 2. Obligation to take care: You must:
- a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs
- b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
- c. ensure that unauthorized persons do not occupy Your Home Building.
- 3. Inform change in circumstances: You must inform Us immediately if
- a. You change Your address,
- b. You make any addition, alteration, extension to the structure of Your Home Building,
- c. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
- d. You change the use of Your Home Building.
- 4. Allow inspection and investigation of claim: You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
- 5. Make true statements and full disclosure in the claim and related documents: You must also give true and full information in Your claim and submit true documents. If You give any false information or document in the claim, or if You withhold any information or document (written or electronic), We have a right to refuse payment of Your claim. We may also cancel Your policy.
- 6. Automatic termination of the Policy

This Policy will automatically end in the following cases:

- a. Destruction of Your Home Building: This Policy will automatically end 7 (seven) days after Your Home Building collapses or is destroyed by reason other than any Insured Event. If a separable part of Your Home Building, or any additional structure falls down or is destroyed by reason other than any Insured Event, the covers will end for such part or additional structure. You can apply within 7 (seven) days of such fall or destruction for continuing insurance cover. We may agree, but will not be bound, to continue the cover on the same rates, terms and conditions.
- b. Exhaustion of Sum Insured: If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end unless the subject matter of insurance is reconstructed and the Sum Insured is reinstated by paying additional premium. If We pay the total Sum Insured for any claim, this Policy will end.
- c. Change of use of Your Home Building or Home Contents: The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or
  - ii. if You use any item of Home Contents for use that is not personal.
- d. Sale of Your Home Building or Home Contents: This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or

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release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

#### e. Effect of death

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

## 7. Changes to Covers

- a. You can choose to make changes to the covers of this Policy as may be permitted by Us, or increase or reduce any Sum Insured. You must make a proposal or request for any change. It will be effective only after We have accepted Your proposal, and You have paid the additional premium, where applicable.
- b. This Policy (including the Policy Schedule, the proposal, declarations and Endorsements) consists of the entire contract between You and Us.

### 8. Waiver of Underinsurance

Underinsurance does not apply to this **Section 4.8. Home Building and Home Content Cover**. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

### 4.9 Loan repayment to Loan Provider

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the Insured Person's death or Permanent Total Disability which is of the nature specified in the table below, within 365 days from the date of the Accident, We will pay the bank / financial institution as specified in the Certificate of Insurance, an amount equal to the Insured Person's Principal Outstanding Amount, subject to this amount not exceeding the Sum Insured specified in the Policy Schedule / Certificate of Insurance.

## **Nature of Permanent Total Disability**

Total and irrecoverable loss of sight in both eyes

Loss by physical separation or total and permanent loss of use of both hands or both feet

Loss by physical separation or total and permanent loss of use of one hand and one foot

Total and irrecoverable loss of sight in one eye and loss of a Limb

Total and irrecoverable loss of hearing in both ears and loss of one Limb/ loss of sight in one eye

Total and irrecoverable loss of hearing in both ears and loss of speech

Total and irrecoverable loss of speech and loss of one Limb/ loss of sight in one eye

Permanent, total and absolute disability (not falling under any one the above) which results in the Insured Person being unable to engage in any employment or occupation or business for remuneration or profit, of any description whatsoever which results in Loss of Independent Living

For the purpose of this Benefit:

- a. Limb means a hand at or above the wrist or a foot above the ankle;
- b. **Physical separation of one hand or foot** means separation at or above wrist and/or at or above ankle, respectively.

This Benefit will be payable provided that:

- a. The Permanent Total Disability, of the nature specified in the foregoing table, continues for a period of at least 180 days from the commencement of the Permanent Total Disability, and the Disability Certificate issued by the treating Medical Practitioner at the expiry of the 180 days confirms that there is no reasonable medical hope of improvement. It is clarified that this condition is not application for any Permanent Total Disability in the nature of a physical separation;
- b. If the Insured Person suffers a loss that is not of the nature of a Permanent Total Disability specified in the table above, then Our independent medical advisors will determine the degree and percentage of such disability;

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- c. If the Insured Person suffers Injuries resulting in more than one of the Permanent Total Disabilities specified in the table above, then Our maximum, total and cumulative liability under this Benefit shall be limited to the Principal Outstanding Amount, and further subject to such amount not exceeding the Sum Insured specified against this Benefit in the Policy Schedule / Certificate of Insurance.
- d. Once the total claim amount paid under this Benefit reaches 100% of Sum Insured for an Insured Person, the cover under this Benefit will cease for the remainder of the Coverage Period and the Insured Person will not be eligible for this Benefit in any subsequent Policy Years.

We shall not be liable to make any payments that are overdue and unpaid by the Insured Person prior to the occurrence of the event giving rise to a claim under this Benefit, and the same shall be deemed as paid by the Insured Person.

## 4.10 Trip Cancellation

If You have opted for this cover, Acko shall indemnify the Insured for the financial loss incurred by the insured arising out of cancellation of the trip for which loan is availed by the Insured following unexpected events, upto before the departure of the Trip solely attributable to and/or arising out of:

- a. Sickness or injury of the Insured or immediate family member which requires medical attention /consultation resulting in hospitalization for a minimum of 48 hours.
- b. Death or imminent death from an unforeseen illness or injury of your immediate family member.
- c. Natural Calamities of which you were not aware at the time of purchase of the policy at your place of residence or your departure city or one of Your destination(s) as per your itinerary.
- d. A Terrorist attack which occurs in your place of residence or your departure city, or in a city which is a scheduled destination for your Covered Trip provided that the act of Terrorism occurs within 15 days prior to your departure.
- e. In case of loss of passport due to theft/robbery/burglary etc. and reissue of new passport has not happened prior to travel date (Applicable only to international travel).

Subject to the maximum liability of the Company as specified in Policy Schedule/Certificate of Insurance, Acko shall pay to the Insured:

- a. The payments made for accommodation and travel in advance by You which are non-recoverable after initiation of cancellation of the same.
- b. Official cancellation charges of accommodation and travel tickets paid in advance of a proposed journey, if any The Sum Insured will be payable as per the waiting period defined in the policy certificate.

### 4.11 Asset Protection

Claims made in respect of an Insured Asset for any of the below covers applicable to the Insured Asset shall be subject to the availability of the Sum Insured against such covers or corresponding covers, and applicable Sub-limits, Co-payment, Depreciation, Salvage, Deductibles/Excess and other conditions specified in the Policy schedule/Certificate of insurance against the cover claimed under, and subject always to the terms, conditions and exclusions of this Policy.

## 4.11.1 Theft and Burglary

If You opted for this cover, In the event of any Theft and Burglary of an Insured Asset occurring during the Policy Period, then We will pay the Insured as per the applicable settlement option specified in specific conditions (related to claim settlement), up to the Sum Insured or fixed benefit specified in the Policy Schedule/Certificate.

This cover will be payable provided that the Insured provides Us with a certified copy of the police report filed, and an Invoice for proof of ownership, or care, custody and control of the Insured Asset.

#### 4.11.2 Robbery

If You opted for this cover, In the event of any Robbery of an Insured Asset occurring during the Policy Period, then We will pay the Insured as per the applicable settlement option specified conditions (related to claim settlement), up to the Sum Insured or fixed benefit specified in the Policy schedule/Certificate of insurance.

This cover will be payable provided that the Insured provides Us with a certified copy of the police report filed, and an Invoice for proof of ownership, or care, custody and control of the Insured Asset.



## 4.11.3 Damage

### 4.11.3.1 Comprehensive Accidental Damage

If You opted for this cover, In the event of any Physical Damage or Liquid Damage to an Insured Asset due solely and directly to any external, involuntary and unforeseeable cause arising during the Policy Period, then We will pay the Insured as per the applicable settlement option specified conditions (related to claim settlement), up to the Sum Insured or fixed benefit specified in the Policy Schedule/Certificate of Insurance.

## 4.11.3.2 Accidental Screen Only Damage

If You opted for this cover, In the event of the Screen Damage to an Insured Asset, such as cellular device, television set, tablet computer, laptop, or similar categories of equipment, due solely and directly to any external, involuntary and unforeseeable cause arising during the Policy Period, then We will pay the Insured as per the applicable settlement option specified conditions (related to claim settlement), up to the Sum Insured or fixed benefit specified in the Policy Schedule/Certificate of Insurance.

#### 4.11.4 Breakdown

If You opted for this cover, In the event of any Breakdown of an Insured Asset, during the Policy Period, We will pay the Insured as per the applicable settlement option specified conditions (related to claim settlement), up to the Sum Insured or fixed benefit specified in the Policy Schedule/Certificate of Insurance and within the start and end date of the Policy Period specified in the Schedule/Certificate.

This cover will be payable provided that:

- a. Cover is valid only on Insured Asset which are repaired within India.
- b. Such breakdown/defects of the Insured Asset are covered within the Manufacturer's Warranty/ Seller's Warranty, if any.

### **Specific Conditions**

## 1. Basis of Settlement & Assessment of Claims:

Insofar as it relates to the

- i. Beyond Economic Repair, or loss due to Theft, Burglary or Robbery or
- ii. any other damage or Breakdown to the Insured Asset with regard to which an Insured or claimant shall make a claim under this Policy, the basis upon which We shall pay the Insured and settle any claim made under the Policy shall be as per any one or a combination of the following settlement options, and specified as such in Schedule/Certificate:
  - In case of Beyond Economic Repair, or loss due to Theft, Burglary or Robbery of the Insured Asset, the following options for claim settlement shall be available to the Insured, as opted for in the Schedule:
    - a. Provision of a Replacement New Equipment
    - b. Provision of a Replacement Refurbished Equipment
    - c. Fixed amount as per the details specified in the Policy Schedule/Certificate of Insurance.
  - In case of any other damage or breakdown, not resulting in Beyond Economic Repair of the Insured Asset, the following options for claim settlement shall be available to the Insured, as opted for in the Schedule:
    - a) Cashless repair of the Insured Asset by Us or any Service Centres authorised by Us.
    - b) Reimbursement of the reasonable costs necessarily incurred in repairing the damaged Insured Asset to its condition at any Service Centre as existing immediately prior to such damage.
    - Fixed amount as per the details specified in the Policy Schedule/Certificate of Insurance.
    - d) Provision of a Replacement New Equipment
    - e) Provision of a Replacement Refurbished Equipment

All of the settlement options above shall be subject always to the availability of the Sum Insured against such cover, and applicable Sub-limits, Co-payment, Salvage, Deductibles/Excess and any other limit specified in the Policy Schedule/Certificate of Insurance against the cover(s) claimed under.

Further, all settlements made under the Policy shall be subject to the following specific conditions, where applicable to the settlement options opted for:

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- a. **Ownership of Salvage**: In all cases where a repair or replacement of Insured Asset is necessitated, the original Insured Asset and/or its components thereof which are replaced, or any resulting Salvage shall become Our property, and We shall not be liable to return such Insured Asset to the Insured.
- b. **Right against Repair or Replacement**: If the cost of repair or replacement of the Insured Asset exceeds the Market Value of the lost or damaged Insured Asset immediately prior to the occurrence of the insured event, then We will pay the Insured such Market Value to the extent of the Sum Insured.
- c. Obsolescence: If a necessary part or component is no longer manufactured, has become obsolete or is not available for the repair of the damaged Insured Asset, we will reimburse a reasonable cost of repair for such part or component and return such Insured Asset. In such cases, we may also replace the Insured Asset instead, in Our sole and absolute discretion.
- d. **Records**: For any covers pertaining to the Insured Asset covered under this Policy (or categories of such Insured Asset) and specified as such in the Policy Schedule/Certificate of Insurance, it is a Condition Precedent to Our liability that the Insured shall record the full particulars of each Insured Asset.
- e. **Improvements/alterations**: We shall not make any payment for the cost of any enhancements, alterations, additions and/or improvements made during the course of any replacement or repair.
- f. **Sum Insured**: Under no circumstances will Our liability to make payment exceed the Sum Insured under any applicable cover, as specified in the Policy Schedule/Certificate of Insurance to the Policy.

### 4.12 Terrorism Cover

If You opted for this cover Acko will provide coverage for physical loss or damage, or destruction caused to Insured property by the Act of Terrorism occurring during the Policy Period.

Coverage, exclusions and excess under this section will be as per Terrorism clause attached in the Annexure IV to the policy wordings.

This cover will be subject to:

- It can only be opted if insured has opted for "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" in this policy in that case "Exclusion no.13 of Section: 6 (1.11) will stand deleted.
- All the terms and conditions of "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" will be applicable.

# 4.13 Temporary Resettlement Expenses Cover

If You opted for this cover, it is hereby agreed and declared that, following the operation of an insured events covered under Home building and Home contents resulting in an admissible loss, the insurance under this Policy upto the amount mentioned in the policy schedule/certificate of insurance shall reimburse for temporary resettlement expenses incurred by the Insured if his/her home building is deemed uninhabitable as a result of a covered peril.

For this cover, temporary resettlement expense should include following:

- i. Boarding and Lodging cost
- ii. Storage/procurement costs for household items
- iii. Movers and Packers cost to alternate accommodation

This cover will be subject to:

- It can only be opted if insured has opted for "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" in this policy.
- All the terms and conditions of "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" will be applicable.

# 4.14 Personal Liability

If You opted for this cover, Acko will cover the compensation and Litigation Expenses (incurred with Our prior written consent) upto the amount mentioned in the Policy Schedule/Certificate of Insurance during the Policy Period which You may become legally liable to pay on account of accidental Death or bodily Injury to any third party or accidental damage to physical property owned by anyone other than You and/or Your Family as a result of physical loss or damage or destruction to Your Insured Property. This cover will be subject to:

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- It can only be opted if insured has opted for "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" in this policy.
- All the terms and conditions "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" will be applicable.

# 4.15 Brokerage Expenses

If You opted for this cover, Acko Covers actual brokerage expense up to the amount mentioned in the Policy schedule/Certificate of Insurance, incurred for searching alternative accommodation in case your home becomes uninhabitable due to occurrence of Insured Events covered under Home Building and Home Contents.

This cover will be subject to:

- It can only be opted if insured has opted for "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" in this policy.
- All the terms and conditions of "4.8.2.1: Home Building and 4.8.2.2: Home Content Cover" will be applicable.
- The maximum amount payable will be equivalent to one month's rent of the insured's home.

## 4.16 Delay In Salary Payment

If You opted for this cover, Acko will cover penalty and/or additional interest levied by a financier in the event the Insured Person has defaulted monthly EMI payment on the due date as a result of delay in receipt /credit of salary for that particular month by the employer.

This cover will be subject to:

- Salary payment must be delayed for the minimum number of days mentioned in the Policy schedule/Certificate of Insurance from the due date.
- The insured must be a full-time salaried employee with a valid employment contract.
- The employer must have had a track record of regular salary payments prior to the incident.
- Coverage is applicable only if the employer is registered and regulated in India.
- Claim must be supported by:
  - a. Employment proof and last 3 salary slips
  - b. Employer confirmation or legal notice
  - c. Bank statement showing salary non-receipt
  - d. FIR or Insolvency proceedings (if applicable)

# 4.17 Rescinding of Offer Letter

If You opted for this cover, In case an Insured Person's employment offer letter is rescinded by the Prospective employer and the Insured Person is rendered un-employed, We will pay a fixed amount equal to the Insured Person's ongoing EMI or percentage of EMI as mention in your Policy schedule/Certificate of Insurance which is due towards outstanding amount of Loan.

This cover will be subject to:

- The Insured Person must have received a written and unconditional offer letter from a recognized employer specifying the role, remuneration, and confirmed date of joining.
- A formal written communication from the employer withdrawing the offer must be provided. The withdrawal must occur prior to the date of joining mentioned in the offer letter.
- The benefit is payable only if the Insured Person has an active loan account with EMIs due.
- The benefit is payable only once during the policy period.
- Insured person should be unemployed and not have any other source of income.

# 4.18 Breakdown Assistance Services

If You opted for this cover, Acko will provide assistance services in the event of a breakdown of the insured asset or property. The services offered may include, but are not limited to, the following:

- Vehicle health check-up and related diagnostic or maintenance services
- Health check-up or diagnostic services for Insured Asset or home contents
- Wellness programs, including annual health check-ups

#### **Specific Conditions**

- This cover only provides service and does not include the actual cost of parts.
- Detailed list of assistance services will be as specified in the policy schedule / certificate of insurance.
- The insured must schedule the service through Acko's approved platform or service provider.

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- Services are subject to geographical availability and vendor participation in the area.
- Any event where services have been availed of without the prior consent of Acko will not be considered.
- Any services availed in this cover will not give rise to claim under the policy.

#### 4.19 Rewards for Healthy Behaviour

We encourage the Insured Persons to regularly assess their health status and engage in activities which aid in improving their overall well-being. Any one or a combination of the following activities will be offered under this program, as specified in the Policy Schedule / Certificate of Insurance:

- i. Enrolment into a wellness program
- ii. Health Assessment
- iii. Gym Membership
- iv. Participating in health initiatives
- v. Preventive Health Check Up

We will inform You regarding the programs proposed to be provided as specified in the Policy Schedule / Certificate of Insurance at the time of Policy issuance or any other notification/communication required to be sent hereunder on Your registered email ID or address specified in the Policy Schedule / Certificate of Insurance.

**Earning of Reward Points:** Reward Points under this Benefit may be earned based on the rules specified in the Policy Schedule / Certificate of Insurance. Each earned reward point will carry a denomination in Indian Rupees as specified in the Policy Schedule / Certificate of Insurance.

**Utilisation of Reward Points:** Accumulated reward points can be redeemed as per the process specified in Policy Schedule / Certificate of Insurance.

The Insured Person can approach Us for redemption of earned Healthy Reward Points as per the applicable modes defined in the Policy Schedule / Certificate of Insurance. The unutilized Reward Points at the end of the Policy Year shall be treated as per the rules specified in the Schedule / Certificate of Insurance.

## **Section 5: General Exclusion**

# (Applicable to Section 3 and Section 4)

We shall not be liable to make any payment under this Policy caused by, arising out of or attributable to any of the following. All the Waiting Periods shall be applicable individually for each Insured Person and claims shall be assessed accordingly.

## I. Standard Exclusions

## 1. Pre-Existing Diseases-Code-Excl01

- a. Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of number of months, as specified in the Schedule, of continuous coverage after the date of inception of the first policy with insurer.
- b. In case of enhancement of Sum Insured the exclusion shall apply afresh to the extent of sum insured increase.
- c. If the Insured Person is continuously covered without any break as defined under the Portability norms of the extant IRDAI (Insurance products) Regulations 2024, then Waiting Period for the same would be reduced to the extent of prior coverage.
- d. Coverage under the policy after the expiry of number of months, as specified in the Schedule, for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.



## 2. Specified Disease/Procedure Waiting Period-Code-Excl02

- a. Expenses related to the treatment of the listed Conditions, surgeries/treatments shall be excluded until the expiry of number of months, as specified in the Schedule, of continuous coverage after the date of inception of the first policy with Us. This exclusion shall not be applicable for claims arising due to an Accident.
- b. In case of enhancement of Sum Insured the exclusion shall apply afresh to the extent of sum insured increase.
- c. If any of the specified diseases fall under the Waiting Period specified for pre-existing diseases, then the longer of the two waiting periods shall apply.
- d. The Waiting Period for listed conditions shall apply even if contracted after the policy or declared and accepted without a specific exclusion.
- e. If the Insured Person is continuously covered without any break as defined under the applicable norms on portability stipulated by IRDAI, then the Waiting Period for the same would be reduced to the extent of prior coverage.

## f. List of specific diseases/procedures:

- i. Cataract,
- ii. Hysterectomy for Menorrhagia or Fibromyoma or prolapse of Uterus unless necessitated by malignancy myomectomy for fibroids,
- iii. Knee Replacement Surgery (other than caused by an Accident), Non-infectious Arthritis, Gout, Rheumatism, Osteoarthritis and Osteoporosis, Joint Replacement Surgery (other than caused by Accident), Prolapse of Intervertebral discs (other than caused by Accident), all Vertebrae Disorders, including but not limited to Spondylitis, Spondylosis, Spondylolisthesis.
- iv. Varicose Veins and Varicose Ulcers,
- v. Stones in the urinary uro-genital and biliary systems including calculus diseases,
- vi. Benign Prostate Hypertrophy, all types of Hydroceles,
- vii. Fissure, Fistula in anus, Piles, all types of Hernia, Pilonidal sinus, Hemorrhoids and any abscess related to the anal region.
- viii. Chronic Suppurative Otitis Media (CSOM), Deviated Nasal Septum, Sinusitis and related disorders, Surgery on tonsils/Adenoids, Tympanoplasty and any other benign ear, nose and throat disorder or Surgery.
- ix. Gastric and duodenal ulcer, any type of Cysts/Nodules/Polyps/internal tumors/skin tumors, and any type of Breast lumps (unless malignant), Polycystic Ovarian Diseases,
- x. Any Surgery of the genito-urinary system unless necessitated by malignancy.

Notwithstanding anything contained under this Benefit Option, if any of the foregoing listed Illnesses are Pre-Existing Diseases at the time of proposal or subsequently found to be Pre-Existing Diseases, the Pre-Existing Disease Waiting Periods as specified in the Policy Schedule / Certificate of Insurance shall apply.

## 3. 30-day waiting period (Code-Excl03)

- a. Expenses related to the treatment of any illness within 30 days from the first policy commencement date shall be excluded except claims arising due to an accident, provided the same are covered.
- b. This exclusion shall not, however, apply if the Insured Person has Continuous Coverage for more than twelve months.
- c. The within referred waiting period is made applicable to the enhanced Sum Insured in the event of granting higher Sum Insured subsequently.

# 4. Investigation & Evaluation (Code- Excl04)

- a) Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
- b) Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

## 5. Rest Cure, rehabilitation and respite care (Code- Excl05)

a) Expenses related to any admission primarily for enforced bed rest and not for receiving treatment.

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This also includes:

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

# 6. Obesity/ Weight Control (Code- Excl06)

Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions:

- 1) Surgery to be conducted is upon the advice of the Doctor
- 2) The Surgery/Procedure conducted should be supported by clinical protocols
- 3) The member has to be 18 years of age or older and
- 4) Body Mass Index (BMI);
  - a) greater than or equal to 40 or
- b) greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
  - i. Obesity-related cardiomyopathy
  - ii. coronary heart disease
  - iii. Severe Sleep Apnea
  - iv. Uncontrolled Type2 Diabetes

# 7. Change-of-Gender treatments (Code- Excl07)

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

## 8. Cosmetic or plastic Surgery (Code- Excl08)

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

# 9. Hazardous or Adventure sports (Code-Excl09)

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

#### 10. Breach of law (Code- Excl10)

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

## 11. Excluded Providers (Code- Excl11)

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and as disclosed in website <a href="https://www.acko.com/health-insurance/excluded-hospitals/">https://www.acko.com/health-insurance/excluded-hospitals/</a> / notified to the policyholders are not admissible. However, in case of life-threatening situations or following an Accident, expenses up to the stage of stabilization are payable but not the complete claim.

- **12.** Treatment for Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. (Code- Excl12).
- 13. Treatments received in health hydros, nature-cured clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged

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wholly or partly for domestic reasons. (Code- Excl13)

14. Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure (Code- Excl14)

## 15. Refractive Error (Code- Excl15)

Expenses related to the treatment for correction of eyesight due to refractive error less than 7.5 dioptres.

#### 16. Unproven Treatments:(Code- Excl16)

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

# 17. Sterility and Infertility: (Code- Excl17)

Expenses related to sterility and infertility. This includes:

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

#### 18. Maternity (Code - Excl18):

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

## **Section 6: Specific Exclusions**

## 1.1. Specific Exclusion (Applicable for Section 3.1)

We shall not be liable to make any payment for any claim under the Policy in respect of an Insured Person, arising from or caused by any of the following:

- 1. **Stem cell treatment:** Stem cell implantation/Surgery, harvesting, storage or any kind of Treatment using stem cells.
- 2. **Dental Treatment:** Dental Treatment, dentures or Surgery of any kind unless necessitated due to an Accident and requiring minimum 24 hours Hospitalization. Treatment related to gum disease or tooth disease or damage unless related to irreversible bone disease involving the jaw which cannot be treated in any other way.
- 3. **Circumcision**: Circumcision unless necessary for Treatment of an Illness or Injury not excluded hereunder or due to an Accident.
- 4. Birth control procedures, contraceptive supplies or services including complications arising due to supplying services, hormone replacement therapy and voluntary termination of pregnancy, surrogate or vicarious pregnancy.
- 5. **Eye sight & Optical services/surgeries:** Routine medical, eye examinations, cost of spectacles, laser Surgery for cosmetic purposes or corrective Surgeries or contact lenses.
- 6. Ear examinations, cost of hearing aids or cochlear implants.
- 7. Vaccinations except post-bite Treatment.
- 8. Any physical, psychiatric or psychological examinations or testing, any Treatment and associated expenses for alopecia, baldness, wigs, or toupees and hair fall Treatment and products, issue of medical certificates and examinations as to suitability for employment or travel.
- 9. **Medical Instrument:** Instrument used in Treatment of Sleep Apnea Syndrome (C.P.A.P.) and Continuous Peritoneal Ambulatory Dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial

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Asthmatic condition, Infusion pump or any other external devices used during or after Treatment.

- 10. **Artificial Life Maintenance**: Artificial life maintenance, including life support machine use, where such Treatment will not result in recovery or restoration of the previous state of health.
- 11. **Developmental problem treatment:** Treatment for developmental problems including learning difficulties eg. Dyslexia, behavioural problems including attention deficit hyperactivity disorder (ADHD).
- 12. Treatment for general debility, ageing, convalescence, sanatorium Treatment, private duty nursing, run down condition or rest cure.
- 13. Prosthetics and other devices: Prostheses, corrective devices and and/or Medical Appliances, which are not required intra-operatively for the Illness / Injury for which the Insured Person was Hospitalised.
- 14. Treatment received outside India.
- 15. **External Congenital Anomaly**: External Congenital Anomaly or defects, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured Person.

## 16. Suicide and Self-Injury:

- a. Suicide or attempted suicide, intentional self-inflicted Injury or acts of self-destruction, whether the Insured Person is medically sane or insane.
- b. Death or disability/ Any illness or Hospitalisation arising from or caused due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen by the Insured Person.
- 17. **Change in profession:** Any change of profession after inception of the Policy which results in the enhancement of Our risk under the Policy, if not accepted and endorsed by Us on the Policy Schedule / Certificate of Insurance
- 18. Certification of disability by a family member, or a person who stays with the Insured Person, or from persons not registered as Medical Practitioners under the respective Medical Councils, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for.
- 19. **Unlawful Activities:** Death or disability/Any illness or Hospitalisation arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion with criminal intent.
- 20. Death, injury, illness or disability caused by participation of the Insured Person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 21. War and hazardous substances: Death or disability arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, participation in any naval, military or air-force operation, civil war, public defense, rebellion, revolution, insurrection, military or usurped power, ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
- 22. **Non-Payable Expenses:** For complete list of non-payable expenses, please refer to the Annexure II "Non-Payable Expenses" and also on Our website. Any opted Deductible (Per claim / Aggregate / Group) amount or percentage of admissible claim under Co-Payment, Sub Limit if applicable and as specified in the Policy Schedule / Certificate of Insurance to this Policy.
  - All non-payable expenses including but not limited to convenience items for personal comfort not consistent with or incidental to the diagnosis and Treatment of the Illness/Injury for which the Insured Person was Hospitalised, such as, ambulatory devices, walker, crutches, belts, collars, splints, slings, braces, stockings of any kind, diabetic footwear, glucometer/thermometer and any medical equipment that is subsequently used at home except when they form part of room expenses.
- 23. **Organ Donor:** Costs of donor screening or costs incurred in an organ transplant Surgery involving organs not harvested from a human body.
- 24. Hazardous Activities: Any Injury caused while 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 or involving a naval military or air force operation.

25. Any physical, or medical condition or Treatment or service that is specifically excluded in the Policy Schedule / Certificate of Insurance under special conditions.

# 1.2. Specific exclusion applicable to 3.2. Personal Accident Category

- 1. Working in underground mines, tunnelling or explosives, or involving electrical installation with hightension supply, or as jockeys or circus personnel, or engaging in Hazardous Activities.
- Certification of disability by a family member, or a person who stays with the Insured Person, or from persons not registered as Medical Practitioners under the respective Medical Councils, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for.
- 3. Death or disability caused other than by an Accident.
- 4. Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- 5. Death or disability resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy or a consequence thereof including ectopic pregnancy unless specifically arising due to Accident.
- 6. **Chemical Attack**: Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disability or death.
- 7. **Biological Attack:** Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disability or death.

# 1.3. Specific exclusion applicable to 3.3. Out- Patient Treatment Cover

• Inpatient Care and Day Care Treatments will not be covered.

# 1.4. Specific exclusion applicable to 3.4. Critical Illness Category

- 1. Certification / diagnosis / Treatment by a family member, or a person who stays with the Insured Person, or from persons not registered as Medical Practitioners under the respective Medical Councils, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for, or any diagnosis or Treatment that is not scientifically recognised or Unproven/ Experimental treatment, or any form of clinical trials or any kind of self-medication and its complications.
- 2. **Chemical Attack:** Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disability or death.
- 3. **Biological Attack:** Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disability or death.

# 1.5. Specific Exclusion (Applicable for Section 4.2. Key Replacement)

## Acko would not be liable for:

- Any damage/ loss to keys/lock/lockset due to malicious activities, any deliberate or criminal act.
- Any loss or damage covered under the manufacturer's warranty.
- Any claim where the Insured is not able to provide the invoices/receipts for the payments made towards repair or replacement.
- Any loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.

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- Any loss or destruction of, or damage to, any part of the Insured's vehicle other than the keys of the Insured's vehicle, its associated lock, ignition system, any immobilizer, infra-red handset and/or alarm attached to the fob.
- Any kind of consequential losses
- Any cost to replace keys for vehicles that you do not own.

# 1.6. Specific Exclusion (Applicable for Section 4.3. Garage Cash)

## Acko would not be liable for:

- Any damage/ loss to keys/lock/lockset due to malicious activities, any deliberate or criminal act.
- Any loss or damage covered under the manufacturer's warranty.
- Any claim where the Insured is not able to provide the invoices/receipts for the payments made towards repair or replacement.
- Any loss or damage caused by radiation, radioactive contamination or the hazardous properties of any explosive, corrosive, invasive or toxic substance or material.
- Any loss or destruction of, or damage to, any part of the Insured's vehicle other than the keys of the Insured's vehicle, its associated lock, ignition system, any immobilizer, infra-red handset and/or alarm attached to the fob.
- Any kind of consequential losses
- Any cost to replace keys for vehicles that you do not own.

# 1.7. Specific Exclusion (Applicable for Section 4.4. Loss income Due to Damage of Vehicle)

- The vehicle must be unusable due to the accident, and repairs must require the above stated time for the repair.
- The repair must be carried out in the network/authorized garage.
- You have to submit a repair invoice or other related documents as a claim proof.

# 1.8. Specific Exclusion (Applicable for Section 4.5. Business Shutdown)

Acko will not be liable for the following losses and expenses stated below:

- 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, civil commotion assuming the
  proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or
  military or usurped power.
- Loss, destruction or damage directly or indirectly caused to the property insured by:
  - a) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) the radio active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
- Loss, destruction or damage directly or indirectly caused to the property insured by:
  - a) Loss, destruction or damage caused to the insured property by pollution or contamination excluding 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.
- Loss, destruction or damage to bullion or unset precious stones, any curios or works of art, 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.
- Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 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.
- Any kind of loss due to the Act of Terrorism.

## 1.9. Specific Exclusions (Applicable for Section 4.6. Loss of Income)

Acko will not be liable for the following losses and expenses stated below:

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- 1. In the event of termination, dismissal, suspension or retrenchment of the Insured Person (or his/her spouse) being attributed to any dishonesty/mis-declaration or fraud on the part of the Insured Person (or his/her spouse) or his/her willful violation of any rules of the Employer or laws for the time being in force or any disciplinary action against the Insured Person (or his/her spouse) by his/her the Employer.
- 2. Any loss of income which is voluntary in nature.
- 3. Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or the Insured Person (or his/her spouse) not on the direct rolls of the Employer.
- 4. Any unemployment due to resignation, retirement whether voluntary or otherwise.
- 5. Unemployment at the time of commencement of the Policy Period/Cover Period or arising within the first 90 days of commencement of the Policy Period/Cover Period.
- 6. Temporary dismissal or suspension of the Insured Person (or his/her spouse) from the employment by respective Employer.
- 7. Any unemployment from a job under which no regular monthly salary is provided to the Insured Person (or his/her spouse).
- 8. Any unemployment due to non-confirmation of employment after or during such period under which the Insured Person (or his/her spouse) was under probation.

## 1.10. Specific Exclusions (Applicable for Section 4.7. Cyber Protection)

Acko shall not be liable for any claims under the Policy, directly or indirectly, caused by, arising from or in any way attributable to any of the following, except where provided to the contrary under any covers in the Policy or specified as such in the Policy Schedule/Certificate of Insurance:

- a. Insured events or circumstances that could reasonably lead to an insured event which are known by you prior to the inception of this policy.
- b. Any action or omission of you or any misbehavior of you which is intentional, malicious, dishonest, deliberate or reckless.
- c. Any action or omission in your capacity as an employee, self-employed person or in any professional or business capacity.
- d. War or cyber operation (whether declared or not). Discharge of a nuclear weapon will be deemed to arise from war even if accidental. Notwithstanding our burden of proof, which shall remain unchanged by this exclusion clause, for determining attribution of a cyber operation to a sovereign state, you and we will consider any available, objectively reasonable evidence. This may include formal or official attribution by the government of the sovereign state in which the computer systems affected by the cyber operation are physically located to another sovereign state or those acting at its direction or under its control.
- e. Failure, interruption, degradation or outage of infrastructure (e.g. any communication equipment, air conditioning, power supply installations, standalone generators, frequency inverter units, transformers and any other facilities that are used to maintain the functioning of electronic facilities that support computer systems and data) or related services of the following third party providers that are not under your control: telecommunication (including the internet), internet service (including internet service providers responsible for the provision of services, hardware and technical equipment for accessing and use/operation of the internet; domain name system service providers; other internet and external network service providers responsible for internet exchanges; network providers; and cable network, satellite and radio communication network operators), satellite, cable, electricity, gas or water providers.
- f. Loss of or damage to tangible property and any consequential losses resulting therefrom, including the loss of use of tangible property. (This exclusion shall not apply to Cover "Lost of Wallet Coverage").
- g. Investment or trading losses including but not limited to inability to sell, transfer or otherwise dispose of securities, market fluctuations, economic sanctions or cyberattacks resulting in financial loss. H
- h. Bodily injury, psychological harm, trauma, illness or death. This exclusion shall not apply to anxiety or mental stress as set forth in Cover "Identity Theft" and Cover "ATM Assault and Robbery")
- Misappropriation, theft, infringement or disclosure of any intellectual property (such as patents, trademarks, copyrights). However, theft, infringement, misuse or abuse of patents will always remain excluded.
- j. Third party claims made by one insured against another insured.
- k. Contractual liability which exceeds legal liability which would otherwise arise.

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- I. Any costs of betterment of your personal device or your smart home devices to the insured event, unless unavoidable.
- m. Any losses or liabilities connected with any types of purchase or sale transactions or other dealing in securities, commodities, derivatives, foreign or Federal Funds, currencies, foreign exchange, currency swap and the like.
- n. Any loss of or damage to cryptocurrencies (e.g. Bitcoin, Ethereum, Ripple, IOTA).
- o. Any activity that qualifies under Gambling, Betting and Skill-based Gaming.
- p. Any liability covered under any other underlying insurance policy which can be considered primary.
- q. Any actual or alleged loss caused by any civil or foreign war, invasion, strike, riot, rebellion, civil commotion, or arising from detention, confiscation or distribution by customs, police or other public authorities.
- r. Any Insured committing or attempting to commit a breach of law with criminal intent.

# Specific Exclusions (Applicable for Section 4.7.3. Fraudulent Charge on Loss of Card)

Acko shall not be liable to make any payment for any claim under this cover, directly or indirectly, caused by, based upon, arising out of, or in any way attributable to any of the following:

- Charges made on Your lost credit/debit card more than 1 month prior to Your first reporting the event to Your credit/debit card issuer(s) and 7 days post reporting of the event to Your credit/debit card issuer
- Charges made on Your credit/debit card if Your credit/debit card has not been lost.
- Cash advances made with Your lost credit/debit card.
- Charges incurred by a resident of Your household, or by a person entrusted with Your credit/debit card

# Specific Exclusions (Applicable for Section 4.7.4. ATM Assault and Robbery)

Acko shall not be liable to make any payment for any claim under this cover, directly or indirectly, caused by, based upon, arising out of, or in any way attributable to any of the following:

- Damages and/or liabilities to any third parties.
- Any damages or losses to anything other than the Money You withdrew from Your Bank account through ATM.
- Losses and/or liabilities that happened before or after the ATM robbery.

Charges for emergency first aid to anyone other than You.

# Specific Exclusions (Applicable for Section 4.7.5. Lost Wallet Coverage)

Acko shall not be liable to make any payment for any claim under this cover, directly or indirectly, caused by, based upon, arising out of, or in any way attributable to any of the following:

- Transportation tickets, or other similar items that were in the lost or stolen wallet other than Your Personal papers and Payment cards.
- Losses that are caused by any events other than lost or stolen, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events.
- Damage caused to Your wallet and items inside due to Accident.
- Any fraudulent/Unauthorized charges on the Lost or stolen Payment cards.
- Any Identity Theft related costs that are caused by Lost or stolen Personal papers or Payment cards.

# 1.11. Specific Exclusion (Applicable for Section 4.8. Home Building and Home Content cover)

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

- 1. Your deliberate, wilful or intentional act or ommission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or

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- ii. an Insured Event itself results from pollution or contamination.
- 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
- 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
- 8. Loss or damage to any Insured Property removed from Your Home to any other place.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Any reduction in market value of any Insured Property after its repair or reinstatement.
- 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
- 12. Costs, fees or expenses for preparing any claim.
- 13. Any kind of loss due to the Act of Terrorism.

# 1.12. Specific Exclusion (Applicable for Section 4.10. Trip Cancellation)

- a. Any change of plans or dis-inclination on your part or that of any other passenger to travel.
- b. Lack in the number of persons required to commence any tour, conference, accommodation or travel arrangement or the negligence of the wholesaler or the operator.
- c. The failure of your travel agent to pass on the monies to operators or to deliver promised services
- d. Any claim for a medical condition if any of the following applied when you purchased or renewed your
- e. Policy or when you booked your trip (whichever is later) or You, your immediate family or travelling companion had received advice, medication or treatment for any serious, chronic or recurring illness, injury or disease in the last 12 months unless the condition was disclosed to and accepted by us.
- f. Any cancellation due to Hospitalization resulting from pre-existing disease, Childbirth, Pregnancy or related medical complications to You, Your immediate family or travelling companion.
- g. Any claim where you were aware of the fact that the perils listed in the above section existed prior to the purchase of the policy.
- h. Failure to start the journey due to rejection of VISA in case of international travel only.
- i. If your trip is cancelled due to Natural Calamity not declared by the appropriate government authority.
- j. Cancellation of the trip either wholly or in part done at the instance of the common carrier/ Public Carrier or by the travel agent, Air transport Authority or any government body.
- k. Strike, Civil unrest, labour disputes and other similar events which existed or of which advance warning had been given prior to the date on which Trip was booked.

# 1.13. Specific Exclusion (Applicable for Section 4.11. Asset Protection)

We shall not be liable to make any payment for any claim under all covers of this Section in respect of an Insured Asset, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- a. Any Insured Asset not mentioned in your Policy Schedule/Certificate of Insurance.
- b. Any loss or damage caused by any defects existing at the time of commencement of the cover of the Insured Asset under the Policy within the knowledge of the Insured, or his representatives.
- c. Any loss of data stored in the Insured Asset, or costs related to re-creation of such stored data.
- d. Any loss or damage as a direct consequence of wear and tear or of gradual deterioration due to atmospheric conditions.
- e. Any service provider charges incurred or any other consequential damage or financial loss incurred from the use of the Insured Asset following a Theft, Robbery or Burglary.

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- f. Any loss or damage to any consumable items, attachments or accessories related to the Insured Asset, such as any SIM card, memory card, software (including programs, data and user settings), modem, scanner, printer, earphones, adapter or charger.
- g. Any unexplained or mysterious disappearance of the Insured Asset, where the details of the incident are not available or specified as Theft, Burglary or Robbery.
- h. Any loss or damage to any Insured Asset put up for rental or hire purposes, unless expressly covered in the Policy Schedule/Certificate of Insurance.
- i. Any loss or damage to the Insured Asset covered under this Policy and falling under the terms of any maintenance agreement or warranty provided by the OEM or seller.
- j. Any loss or damage for which the manufacturer or seller of the Insured Asset or any other third party is responsible either by law or under contract.
- k. Willful act or willful negligence of the Insured or his/her representative.
- I. Aesthetic defects, including but not limited to dents, scratches on painted, polished or enameled surfaces, and broken plastic on ports and antennae.
- m. Any loss or damage to any Insured Asset put up for rental or hire purposes.
- n. Any change in ownership of the Insured Asset, or use for any purpose not intended.
- o. Any repairs performed outside India.
- p. Participation in any naval, military or air force operations, engaging in manual labour, mining, tunnelling or any work involving electrical installation with high tension supply, engaging in any Hazardous Activities, testing of any kind, or anything attributable to aerial photography, ammunition, explosives, firearms or flight duty, except as a fare-paying passenger.

# 1.14. Specific Exclusion (Applicable for Section 4.12. Breakdown)

We shall not be liable to make any payment for any claim under all covers of this Section in respect of an Insured Asset, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- a. Any Insured Asset not mentioned in your Policy Schedule/Certificate of Insurance.
- b. Any costs explicitly covered by any other OEMs, sellers, suppliers, insurance, or repairer, under contract or law other than the Insured.
- c. Any events or occurrence that is expressly specified to be excluded from the scope of this Policy in the Policy Schedule/Certificate of Insurance.
- d. Any non-operating and cosmetic damage to the Insured Asset, such as damage to aesthetics, paintwork, finish, dents or scratches.
- e. Accessories used in or with the Insured Asset, such as any SIM card, memory card, software (including programs, data and user settings), modem, scanner, printer, headphones, earphones, remote controllers, adapter or charger.
- f. Replacement of any consumable item or accessory, including but are not limited to any plugs, fuses, light bulbs, light covers, cables, filters, attachments, belts, toner, ribbons, drums, tapes or software and add-on options incorporated as a part of the Insured Asset.
- g. Normal wear and tear of items not integral to the functioning of the Insured Asset Routine maintenance, cleaning, lubrication, adjustments or alignments, overhaul, modification and descaling.
- h. Any consequential or incidental loss or Injury to a person, or loss or damage to any other item or property, or any incidental, contingent, special or any direct or indirect loss and consequential damages including but not limiting to losses incurred due to any delay in rendering service related to this Policy.
- i. Any loss or damage caused by way of any unauthorized repair, Theft, Burglary, Robbery and incidents involving or attributable to any earthquake, storm and or hurricane, any abuse or misuse of such Insured Asset, effects of or relating to sand, dust, water, failure to take reasonable care, fire, flood, lightning, malicious damage, impact, corrosion, battery leakage, acts of God, animal or insect infestation or intrusion.
- j. Any loss or damage resulting from a failure to follow the OEM's instructions in relation to power outages, surges or dips, or any improper voltage or current supplied to the Insured Asset.
- k. Reception or transmission problems resulting from external causes.
- I. Any batteries and related power accessories, internal or external to the Insured Asset.
- m. Breakdowns caused by computer virus, malware, cyber threats, or realignments to the Insured
- n. Any recalls or modifications to the Insured Asset.
- o. Any costs arising from incorrect installation, modification or maintenance.

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- p. Any costs incurred if no fault or defect is found with the Insured Asset.
- q. Any costs or loss arising from inability to use the Insured Asset.
- r. Damage / failure caused before or during any delivery of the Insured Asset.
- s. Any loss or damage deemed contrary to public policy, or which is uninsurable under Indian law.
- t. Any loss or damage to any Insured Asset put up for rental or hire purposes.
- u. Any change in ownership of the Insured Asset, or use for any purpose not intended.
- v. Any repairs performed outside India.
- w. Participation in any naval, military or air force operations, engaging in manual labour, mining, tunnelling or any work involving electrical installation with high tension supply, engaging in any Hazardous Activities, testing of any kind, or anything attributable to aerial photography, ammunition, explosives, firearms or flight duty, except as a fare-paying passenger.

# 1.15. Specific Exclusion (Applicable for Section 4.17. Delay In Salary Payment)

- Resignation, suspension, or termination of the employee
- Labour strikes, lockouts, or internal company disputes
- Any non-verifiable or cash-based employment
- Salary deductions authorized under law or contract
- Employer delay due to fund mismanagement (unless insolvency is declared)

# 1.16. Specific Exclusion (Applicable for Section 4.18. Rescinding of Offer Letter)

- The offer was rescinded due to misrepresentation, fraud, or adverse background check findings related to the Insured Person.
- The Insured Person voluntarily declined the offer or accepted an alternative employment opportunity.
- The rescission was communicated prior to the policy inception date.
- Employment with a non-registered, unverified, or informal employer.

# **Section 7: General Terms and Clauses**

#### I. Standard General Terms and Clauses

## 1. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact by the policyholder.

"Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk.

# 2. Condition Precedent to Admission of Liability

The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy.

# 3. Claim Settlement (provision for Penal interest)

- i. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of intimation to the date of payment of claim at a rate 2% above the bank rate.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

## 4. Complete Discharge

Any payment to the policyholder, insured person or insured person's nominees or insured person's legal representative or assignee or to the Hospital, as the case may be, for any Benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

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#### 5. Fraud

If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on insured person's behalf to obtain any Benefit under this policy, all Benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- a. the suggestion, as a fact of that which is not true and which the insured person does not believe to be true:
- b. the active concealment of a fact by the insured person having knowledge or belief of the fact;
- c. any other act fitted to deceive; and
- d. any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy Benefits on the ground of Fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

## 6. Redressal of Grievance

For resolution of any query or grievance, insured may contact the company on our helpline number **1800 266 2256** or toll free number **1860 266 2256** or may write an e-mail at <a href="hello@acko.com">hello@acko.com</a>.

If there is lack of response or if the response provided does not meet your expectation, you can write to grievance@acko.com. Your complaint will be acknowledged by us within 24 working hours.

If in case you are dissatisfied with the decision/resolution provided through details indicated above on your Complaint or have not received any response within 14 working days, you may write or email to,

Chief Grievance Officer

Acko General Insurance Limited 36/5 Hustlehub One East, Somasandrapalya, 27th Main Road Sector 2, HSR Layout, Karnataka Bangalore – 560102

Phone: 1800 266 2256 (Toll-Free) or 1860 266 2256 Email: gro@acko.com

We will provide resolution to the complaint within 14 days along with the reasons for not accepting the complaint with specific reference to the relevant terms and conditions of the policy. In case if your issue remains unresolved within 14 days of lodging a complaint with us and you wish to pursue other avenues for redressal of grievances, you may approach IRDAI by calling on the Toll-Free no. 155255 or you can register an online complaint on the website <a href="Bima Bharosa"><u>Bima Bharosa</u></a>

Insurance Ombudsman for Redressal, whose details are given below:

General Manager Consumer Affairs Department- Grievance Redressal Cell

Website: https://cioins.co.in/Ombudsman

In the event of an unsatisfactory response from the Grievance Officer, he/she may register a complaint in the Integrated Grievance Management System (IGMS) of the IRDAI.

Where the grievance is not resolved, the insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman are available in **Annexure V.** 

# 7. Migration

In case of migration of one policy to another with the same Insurer, the policyholder (including all members under family cover and group insurance policies) can transfer the credits gained to the extent of the Sum Insured, No Claim Bonus, Specific Waiting periods, waiting period for pre-existing diseases, Moratorium period etc. in the previous policy to the migrated policy.

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# 8. Portability

- a. A Policyholder has the choice to port his/ her policies from one Insurer to another. The Acquiring and the Existing Insurers shall jointly, ensure that the entire underwriting details and claim history of the Policyholders are seamlessly transferred.
- b. The existing insurer shall provide the information sought by the Acquiring insurer immediately but not more than 72 hours of receipt of request through Insurance Information Bureau of India (IIB) https://iib.gov.in/ portal.
- c. The Acquiring insurer shall decide and communicate on the proposal immediately but not more than 5 days of receipt of information from Existing insurer.
- d. The policyholder is entitled to transfer the credits gained to the extent of the Sum Insured, No Claim Bonus, specific waiting periods, waiting period for pre-existing disease, Moratorium period etc from the Existing Insurer to the Acquiring Insurer in the previous policy.

## 9. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

- i. The Company shall endeavor to give notice, 30 days in advance from the due date for renewal.
- ii. Renewal shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years.
- iii. Request for Renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the Grace Period.
- v. No loading shall apply on Renewals based on individual claims experience

## 10. Moratorium Period

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

# 11. Premium Payment in instalments

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in the policy Schedule/Certificate of the Insurance, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the policy)

- i. Grace Period of 30 days (for half yearly/quarterly instalment) & 15 days (for monthly instalment) would be given to pay the instalment premium due for the policy.
- ii. During such Grace Period, coverage will not be available from the due date of instalment premium till the date of receipt of premium by Company.
- iii. The insured person will get the accrued continuity benefit in respect of the "Waiting Periods", "Specific Waiting Periods" in the event of payment of premium within the stipulated Grace Period.
- iv. No interest will be charged if the instalment premium is not paid on due date.
- v. In case of instalment premium due not received within the Grace Period, the policy will get cancelled.
- vi. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.
- vii. The company has the right to recover and deduct all the pending instalments from the claim amount due under the policy.

## 12. Free Look Period

A period of 30 days (from the date of receipt of the policy document) is available to the policyholder to review the terms and conditions of the policy. If you are not satisfied with any of the terms and conditions, you have the option to cancel your policy. This option is available in case of policies with a term of one year or more.

If you have not made any claim during the Free Look Period, then you shall be entitled to:

- 1. a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges or
- 2. where the risk has already commenced and the option of return of the policy is exercised by the

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insured person, a deduction towards the proportionate risk premium for period of cover or 3. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

#### 13. Nomination

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

## II. Specific Terms and Clauses

# 1. Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed and stamped by Us.

## 2. Material Information for administration

You must give Us all the written information that is reasonably required to work out the premium and pay any claim / Benefit available under the Policy. You must give Us written notification specifying the details of the Insured Persons to be deleted and the details of the eligible persons proposed to be added to the Policy as Insured Persons. Billing for the Policy will be processed on the exact number of Insured Persons covered under the Policy.

Material information to be disclosed includes every matter that You and/or the Insured Person is aware of, or could reasonably be expected to know, that relates to questions in the proposal form and which is relevant to Us in order to accept the risk of insurance and if so on what terms. You must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement or reinstatement of the Policy. Accordingly, We reserve the right to apply additional options, exclusions and/or adjust the scope of cover and / or premium, if necessary, to reflect any circumstances or material facts declared to Us.

# 3. Material Change

It is Condition Precedent to Our liability under the Policy that You shall at Your own expense immediately notify Us in writing of any material change in the risk on account of change in nature of occupation or business of any Insured Person. We may, in Our discretion, adjust the scope of cover and / or the premium paid or payable, accordingly.

## 4. Geography & Policy Currency:

This Policy applies to events or occurrences taking place in the Geographical Scope specified in the Policy Schedule / Certificate of Insurance. All payments under this Policy will only be made in the currency specified in the Policy Schedule.

# 5. Dispute Resolution & Applicable Law

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

# 6. Special Conditions

Any special conditions 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. It is further clarified that if any special condition is stipulated in the Policy Schedule / Certificate of Insurance, then such special condition shall have effect accordingly.



## 7. Notices & Communications:

Any notice or communication in relation to this Policy will be in writing and if it is to: i) You or any Insured Person, then it will be sent to You at Your address specified in the Schedule and You will act for all Insured Persons for these purposes. ii) Us, it will be delivered to Our address specified in the Schedule. No insurance agents, insurance intermediaries or other person or entity is authorised to receive any notice or communication on Our behalf.

#### 8. Electronic Transactions:

You agree to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirm that all transactions effected facilities for conducting remote transactions such as the Internet, World Wide Web, electronicdata interchange, call centres, 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, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.

#### 9. Assignment:

The Policy and the benefits under this Policy can be assigned in only in accordance with applicable law. For Loan linked policies only, if opted, agreed per the applicable Loan agreement and specified as such in the Certificate of Insurance, it is hereby declared and agreed that:

- i. From the commencement of the Coverage Period, any claims payable by Us to the Insured Person, and all rights, titles, benefits and interest of the Insured Person under this Policy stand assigned in favour of the bank/financial institution as specified in the Certificate of Insurance;
- ii. Upon any claim becoming payable under this Policy, the same shall be paid by Us to the financial institution as specified in the Certificate of Insurance, without any reference/ notice to the Insured Person, but not exceeding the Principal Outstanding Amount which is due to the financial institution on the date that the claim becomes payable. In the event of any claim amount payable under this Policy exceeding the Principal Outstanding Amount, We shall pay such component of the claim amount as is exceeding the Principal Outstanding Amount to the Insured Person:
- iii. The receipt of such claim amount in the manner aforesaid by the financial institution specified in the Certificate of Insurance, and/or the Insured Person shall completely discharge Us from all liability under the Policy and shall be binding on the Insured Person and his/her heirs, executors, administrators, successors or legal representatives, as the case may be.

## 10. Cancellation:

- I. The policyholder may cancel his/her policy at any time during the term, by giving 7 days notice in writing. We Will
- a. refund proportionate premium for unexpired policy period, if the term of policy upto one year and there is no claim (s) made during the policy period.
- b. refund premium for the unexpired policy period, in respect of policies with term more than 1 year and risk coverage for such policy years has not commenced.
- II. The Company may cancel the Policy at any time on grounds of established fraud by the Insured Person, by giving 7 days written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or established fraud.
- III. Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy.

# 11. Claims Procedure (Applicable to Section 3)

Processing of claims for Cashless Facility and/or for reimbursement and providing access to the Network Provider will be through Our TPA. Details of the TPA will be available on the health card issued by Us to the Insured Persons and on Our website.

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A TPA will be used for accessing Network Providers and for facilitating claim processing.

The updated applicable list of Network Providers will also be available on the TPA's website. Details of applicable Network Providers may also be obtained from the TPA's call center. In advance of availing Cashless Facility from a Network Provider, the updated list may be checked to ensure that the Network Provider can provide Cashless Facility in respect of the Treatment required by the Insured Person.

We, in our sole discretion, reserve the right to modify, add or restrict any Network Provider for providing Cashless facilities under the Policy. Before arriving at Cashless facility, the Policyholder / Insured Person is required to check the applicable/latest list of Network Providers on the TPA's or Our website or by calling the TPA's or Our call centre.

## 1. Condition Precedent

The fulfilment of the terms and conditions of this Policy (including the realisation of premium by their respective due dates) in so far as they relate to anything to be done or complied with by You/Insured Person, including complying with the following steps, shall be Condition Precedent to Our liability under this Policy and admissibility of a claim.

Completed claim forms and the necessary processing documents must be furnished to Us within the stipulated timelines for all claims. Failure to furnish this documentation within the time required shall not invalidate nor reduce any claim if You / Insured Person can satisfy Us that it was not reasonably possible for You/Insured Person to submit the required forms/documents within such time.

The due intimation, submission of documents and compliance with requirements as provided under the Claims Procedure set out under this Section by the Insured Person shall be essential failing which, We shall not be bound to accept a claim.

- 2. Policyholder's / Insured Person's Duty at the time of Claim On occurrence of an event which may lead to a claim under this Policy, the Insured Person shall:
  - i. Forthwith intimate, file and submit the claim form and documents as prescribed in accordance with the procedure set out under Section 3, 4 and 5 as mentioned below.
  - ii. If so, requested by Us, the Insured Person must submit himself / herself for a medical examination by Our nominated Medical Practitioner as often as We consider reasonable and necessary. The cost of such examination will be borne by Us.
  - iii. Allow the Medical Practitioner or any of Our representatives to inspect the medical and Hospitalization records, investigate the facts and examine the Insured Person.
  - iv. Assist and not hinder or prevent Our representatives in pursuance of their duties for ascertaining the admissibility of the claim, its circumstances and its quantum under the provisions of the Policy.

#### 3. Claim Intimation

Upon the discovery or occurrence of an Illness /Injury or any other contingency that may give rise to a claim under this Policy, then as a Condition Precedent to Our liability under the Policy, the Insured Person or the Nominee as the case may be must notify Us / Our TPA either at the call centre or in writing and shall undertake the following.

- i. <u>In the case of Planned Hospitalization</u> The Insured Person will intimate such admission at least 3 days prior to the planned Date of Admission.
- ii. <u>In the case of Emergency Hospitalization</u> The Insured Person will intimate such admission within 48 hours of such admission but not later than discharge from the Hospital.

Following details are to be provided to TPA/Us at the time of intimation of claim:

i. Policy Number



- ii. Name of the Policyholder
- iii. Name of the Insured Person in whose relation the claim is being lodged
- iv. Nature of Illness / Injury / Critical Illness
- v. Name and address of the attending Medical Practitioner and Hospital
- vi. Date of Admission
- vii. Any other information that may be reasonably requested by Us

## 4. Cashless Process

Cashless Facility for Hospitalization expenses shall be limited exclusively to Medical Expenses incurred for Treatment undertaken in a Network Provider.

For all cashless authorisations, Insured Person will, in any event, be required to settle all non-admissible expenses, expenses above specified Sub Limit (if applicable), Co-Payment and / or opted Deductible (Per claim / Aggregate / Group) (if applicable) directly with the Hospital.

## **Pre-Authorisation Process**

The Insured Person can avail Cashless Facility at the time of admission into any Network Provider by presenting the health card as provided by Us with this Policy along with a photo identification proof and address proof (voter ID card / driving license / passport / PAN card / any other identity proof as approved by Us).

# (a) For Planned Hospitalization:

- i. The Insured Person shall at least 3 days prior to the Date of Admission to the Hospital approach the Network Provider for Hospitalization for undergoing medical Treatment.
- ii. The Network Provider will issue the request for authorisation letter for Hospitalization in the pre-authorisation form.
- iii. The Network Provider shall send the pre-authorisation form along with all the relevant details to the 24 (twenty-four) hour authorisation/ cashless department along with contact details of the treating Medical Practitioner and the Insured Person. Upon receiving the pre-authorisation form and all related medical information from the Network Provider, We will verify the eligibility of cover under the Policy.
- iv. Wherever the information provided in the request is sufficient to ascertain the authorisation and the claim is admissible, We shall issue the authorisation letter to the Network Provider. Wherever additional information or documents are required, We will call for the same from the Network Provider and upon satisfactory receipt of the last necessary documents, the authorisation will be issued.
- v. The authorisation letter will include details of sanctioned amount, diagnosis, and date of approval.
- vi. The authorisation letter shall be valid only for a period of 15 days from the date of issuance of authorisation.

## (b) In case of Emergency Hospitalization

- i. The Insured Person may approach the Network Provider for Hospitalization for medical Treatment.
- ii. The Network Provider shall forward the request for authorisation to Us within 48 hours of admission to the Hospital as per the process under Section 4 (a) above.
- iii. It is agreed and understood that We may continue to discuss the Insured Person's condition with the treating Medical Practitioner till Our recommendations on eligibility of coverage for the



Insured Person are finalised.

- iv. In the interim, the Network Provider may either consider treating the Insured Person by taking a token deposit or treating him as per their norms in the event of any situation which requires saving of life, limb, sight or any other medical Emergency.
- v. The Network Provider shall refund such deposit amount to the Insured Person less any token amount to take care of non-covered expenses once the pre-authorisation is issued.

#### **Enhancement to Pre-Authorised Amount:**

In the event that the cost of Hospitalization exceeds the authorised limit as mentioned in the authorisation letter:

- i. The Network Provider shall request Us for an enhancement of authorisation limit including details of the specific circumstances which have led to the need for increase in the previously authorised limit. We will verify the eligibility and evaluate the request for enhancement on the availability of further limits.
- ii. We shall accept or decline such request for enhancement of pre- authorised limit for enhancement.

In the event of any change in the diagnosis, plan of Treatment, cost of Treatment during Hospitalization to the Insured Person, the Network Provider shall obtain a fresh authorisation letter from Us in accordance with the process described under 4 (a) above.

## **Discharge Process:**

At the time of discharge:

i. The Network Provider may forward a final request for authorisation for any residual amount to Us along with the discharge summary and the detailed bill break up in accordance with the process described at 4 (a) above.

ii. Upon receipt of the final authorisation letter from Us, the Insured Person may be discharged by the Network Provider.

**Note:** (Applicable to 4(a) & 4(b): Cashless Facility for Hospitalization expenses shall be limited exclusively to Medical Expenses incurred for Treatment undertaken in a Network Provider for Illness or Injury, as the case may be which are specified to be covered under the applicable Benefits under the Policy. For all cashless authorisations, the Insured Person will, in any event, be required to settle all

non-admissible expenses, expenses above specified Sub Limits (if applicable), Co-Payments and / or opted Deductible (Per claim / Aggregate / Group) (if applicable), directly with the Hospital.

# **Submission of Claim Documents:**

The Network Provider will send the claim documents along with the invoice and discharge voucher, duly signed by the Insured Person directly to Us. The following claim documents should be submitted to Us within 15 days from the date of discharge of the Insured Person from the Hospital

- i. Claim Form duly filled and signed
- ii. Original pre-authorisation request
- iii. Copy of pre-authorisation approval letter (s)
- iv. Copy of Photo ID of Insured Person verified by the Hospitals
- v. Original discharge/death summary
- vi. Operation theatre notes (if applicable)

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- vii. Original Hospital main bill and break up bill
- viii. Original investigation reports, X Ray, MRI, CT Films, HPE
- ix. Medical Practitioner's reference slips for investigations/pharmacy
- x. Original pharmacy bills
- xi. MLC/FIR report/post mortem report (if applicable and conducted)

We may call for any additional documents as required based on the circumstances of the claim.

There can be instances where We may deny Cashless Facility for Hospitalization due to insufficient Sum Insured or insufficient information to determine admissibility in which case the Insured Person may be required to pay for the Treatment and submit the claim for reimbursement to Us which will be considered subject to the Policy terms and conditions.

## 5. Claim Reimbursement Process

# (a) Collection of Claim Documents for indemnity-based covers

- i. Wherever the Insured Person has opted for a reimbursement of Medical Expenses, he/she may submit the following documents for reimbursement of the claim to Our branch or head office at his/her own expense not later than 15 days from the date of discharge from the Hospital. The Insured Person can obtain a claim form from any of Our branch offices or download a copy from Our website www.acko.com/gi
- ii. List of necessary claim documents to be submitted for reimbursement are as following: i. Claim Form duly filled and signed
- iii. Copy of Photo ID of Insured Person verified by the Hospitals
- iv. Original discharge/death summary
- v. Operation theatre notes (if applicable)
- vi. Original Hospital main bill and break up bill
- vii. Original investigation reports, X Ray, MRI, CT Films, HPE
- viii. Medical Practitioner's reference slips for investigations/pharmacy
- ix. Original pharmacy bills
- x. MLC/FIR report/post mortem report (if applicable and conducted)
- xi. Any other information relevant to the Injury/Hospitalization/illness

We may call for any additional documents/information as required based on the circumstances of the claim wherever the claim is under further investigation or available documents do not provide clarity.

In case there is a delay in submission of claim documents as specified in 5 (a) above, then in addition to the documents mentioned in 5(a) above, the Insured Person will also be required to provide Us the reason for such delay in writing. We will condone the delay on merit for delayed claims where the delay has been proved to be for reasons beyond the claimant's control.

# 6. Scrutiny of Claim Documents

- i. We shall scrutinize the claim form and the accompanying documents. Any deficiency in the documents shall be intimated to the Insured Person / Network Provider as the case may be.
- ii. If the deficiency in the necessary claim documents is not met or are partially met in 10 working days of the first intimation, We shall remind the Insured Person/Network Provider of the same every 10 (ten) days thereafter.
- iii. We will send a maximum of 3 (three) reminders.

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- iv. We may, at Our sole discretion, decide to deduct the amount of claim for which deficiency is intimated to the Insured Person and settle the claim if we observe that such a claim is otherwise valid under the Policy.
- v. In case a reimbursement claim is received when a pre-authorisation letter has been issued, before approving such a claim, a check will be made with the Network Provider whether the pre-authorisation has been utilised as well as whether the Insured Person has settled all the dues with the Network Provider. Once such check and declaration is received from the Network Provider, the case will be processed.

#### 7. Claim Assessment

We will pay the fixed or indemnity amount as specified in the applicable Benefit or Benefit Option in accordance with the terms of this Policy.

We will assess all admissible claims under the Policy in the following progressive order -

- i. If any Sub-Limit on Medical Expenses are applicable as specified in the Policy Schedule / Certificate of Insurance, Our liability to make payment shall be limited to the extent of the applicable Sub Limit for that Medical Expense.
- ii. Opted Deductible (Per claim / Aggregate / Group), if any, shall be applicable on the amount payable by Us after applying the above.
- iii. Co-Payments if any, shall be applicable on the amount payable by Us after applying the above.

The claim amount assessed under the Policy will be deducted from the following amounts in the following progressive order (after applying Sub Limit, where applicable)—

- i. Opted Deductible (Group / Per claim / Aggregate), & Co-Payments (if opted) ii. Sum Insured
- ii. Cumulative Bonus (if applicable)
- iii. Restored Sum Insured (if applicable)
- iv. Additional Buffer (if applicable)

# **Claim Assessment for fixed benefits:**

We will pay fixed benefit amounts as specified in the Policy Schedule / Certificate of Insurance in accordance with the terms of this Policy. We are not liable to make any reimbursements of Medical Expenses or pay any other amounts not specified in the Policy.

## 8. Claims Investigation

We shall make the payment of admissible claim (as per terms and conditions of the Policy) OR communicate Our rejection/non admissibility of claim under the Policy within 30 days of submission of all necessary documents and information and any other additional information required for the settlement of the claim.

All claims which in Our view require an investigation, will be investigated and settled in accordance with the applicable regulatory guidelines, including the IRDAI (Protection of Policyholders Interests) Regulations, 2017. Where the circumstances of a claim warrant an investigation in Our opinion, We shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, We shall settle or reject the claim, as may be the case, within 30 days from the date of receipt of last necessary document.

## 9. Settlement and Repudiation of a claim

We shall settle the claim within 15 days from the date of receipt of last necessary document in accordance with the provisions of the IRDAI (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.



In the case of delay in the payment of a claim We shall be liable to pay interest from the date of intimation to the date of payment of claim at a rate 2% above the bank rate.

# 10. Representation against Rejection

Where a rejection is communicated by Us, the Insured Person may, if so desired, within 15 days from the date of receipt of the claim's decision represents to Us for reconsideration of the decision.

# 11. Claim Payment Terms

- i. We shall have no liability to make payment of a claim under the Policy in respect of an Insured Person once the Sum Insured for that Insured Person is exhausted.
- ii. All claims will be payable in India and in Indian rupees.
- iii. 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 could have reasonably minimised the costs incurred, or that is brought about or contributed to by the Insured Person by failing to follow the directions, Medical Advice or guidance provided by a Medical Practitioner.
- iv. The Sum Insured opted under the Policy shall be reduced by the amount payable / paid under the Policy terms and conditions and any Benefit Options applicable under the Policy and only the balance shall be available as the Sum Insured for the unexpired Coverage Period or Policy Year, as the case may be.
- v. If the Insured Person suffers a relapse within 45 days from the date of discharge from the Hospital for which a claim has been made, then such relapse shall be deemed to be part of the same claim and all the limits for "Any one illness" under this Policy shall be applied as if they were under a single claim.

**For Cashless claims**, the payment shall be made to the Network Provider whose discharge would be complete and final.

**For Reimbursement claims,** the payment shall be made to the Insured Person. In the unfortunate event of the Insured Person's death, We will pay the Nominee (as named in the Policy Schedule / Certificate of Insurance) and in case of no Nominee, to the legal heir who holds a succession certificate or indemnity bond to that effect, whichever is available and whose discharge shall be treated as full and final discharge of Our liability under the Policy.

## Claim Procedure (Applicable for Section 4.1. Loss of Job)

On the occurrence of or discovery of any event which may give rise to a claim under this Policy, We shall be provided with the following necessary information and documentation in respect of the claim within 30 days of the occurrence of the Insured Person's Injury, including but not limited to:

Name of Benefit	Documents required					
Common Documents	<ul> <li>Our claim form duly completed and signed;</li> <li>Name and address of the Insured Person in respect of whom the claim is being made;</li> <li>Copies of valid KYC documents of the Nominee/claimant, any other regulatory requirements, as amended from time to time;</li> </ul>					
Loss of Job	<ul> <li>Income Tax Return (ITR) for number of years specified in Certificate of Insurance</li> <li>Proof of Employment (Appointment Letter)</li> <li>Latest copy of Salary Revision (if any)</li> <li>Salary slip for last 3 months</li> <li>Form 16 (if applicable)</li> <li>Contact details of Employer</li> </ul>					



Name of Benefit	Documents required
	<ul> <li>Proof of Loan taken and EMIs due (in cases where EMI is Sum Insured) from bank/financial institution where such loan has been taken</li> <li>Reason for Retrenchment mentioned in the Relieving Letter</li> </ul>

# Claim Procedure (Applicable for Section 4.2 and 4.3)

On the occurrence of any event or occurrence which may give rise to a claim under this Policy, the Insured shall:

- Notify Us on Our email ID: <a href="mailto:hello@acko.com">hello@acko.com</a> or at Our website <a href="www.acko.com/gi">www.acko.com/gi</a> or contact number: 1860 266 2256 immediately, but in any case, within the number of days as specified in Policy Schedule/Certificate of Insurance of such event;
- Lodge a complaint/FIR with the police regarding this incident, where the claim is made under cover "Key Replacement Cover"
- Acko may arrange a physical surveyor or digital inspection of the damaged vehicle or replaced components before claim approval. (For Garage cash and Loss of Income due to Damage of Vehicle).
- The claim forms and accompanying documents must be returned to us within the stipulated time of making the original claim.
- Provide regulatory requirements as amended from time to time, NEFT (to enable direct credit of claim amount in Bank account) and KYC (recent ID/address proof and photograph) details of the Insured Person:

Necessary claim documents required are as follow:

Cover Name	Documents				
Common documents	Duly filled claim form				
	Copy of vehicle RC and driver's license				
	<ul> <li>Photographs (if required by insurer)</li> </ul>				
	<ul> <li>Any other document (if required)</li> </ul>				
Key Replacement Cover	FIR copy				
	<ul> <li>Receipts for replacing locks and/or keys</li> </ul>				
Garage Cash	Repair invoice and job card				
	<ul> <li>Proof of vehicle downtime</li> </ul>				
Loss of Income due to	Repair invoice and job card				
damage of Vehicle	Proof of vehicle downtime				
	Income proof				

## Claim Procedure (Applicable for Section 4.5 and 4.6)

- Notify Us on Our email ID: <a href="mailto:hello@acko.com">hello@acko.com</a> or at Our website <a href="www.acko.com/gi">www.acko.com/gi</a> or contact number:
   1860 266 2256 immediately, but in any case, within the number of days as specified in Policy Schedule/Certificate of Insurance of such event;
- Acko may arrange a physical surveyor or digital inspection verify the damage, assess loss, peril, and inspect the premises components before claim approval. (For Business shutdown cover).
- Acko may verify Employment history, Reason and timing of termination, Continuity of unemployment, EMI obligations
- The claim forms and accompanying documents must be returned to us within the stipulated time of making the original claim.
- Provide regulatory requirements as amended from time to time, NEFT (to enable direct credit of claim amount in Bank account) and KYC (recent ID/address proof and photograph) details of the Insured Person.

The necessary claim documents required are as follow:

Cover Name	Documents
Common documents	Duly filled claim form
	Photographs (if required by insurer)

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	Any other document (if required)					
Business Shutdown	Repair Estimates or Bills of business premise					
Duomoco Criatao IIII	Shop License / Registration Certificate					
	Proof of Business Interruption like, Bank statement showing					
	drop in revenue, GST returns, Sales ledgers, Accountant's					
	certificate (if asked)					
	Fire Department Report (if applicable)					
	Municipal/Local Authority Certificate (if applicable)					
Loss of Income	Any documents stating reason for					
	termination/retrenchment/dismissal/Redundancy;					
	Last 3 months salary slips of the Insured Person.					
	Proof of vehicle downtime Proof of loss of income/Non-					
	employment - Form 26AS and Employee Provident Fund					
	passbook copy of the Insured Person. T					
	Termination letter and relieving letter from the Employer of					
	the Insured Person;					
	Appointment / confirmation letter issued by the Employer of the Insured Person;					
	Contact details of human resource personnel - mobile, email id, address and name of Employer and HR personnel;					
	<ul> <li>Proof of the Insured Person's job profile/role beco</li> </ul>					
	Proof of the insured Person's job profile/role becomin redundant.					
	Current Loan account statement					
	•					
	For concurrent loss of income					
	Marriage Certificate/Proof of marriage					
	Last 3 months Salary Slips for Both 3. Proof of Loss of					
	Income/Non-Reemployment - Form 26AS and Employee					
	Provident Fund Passbook for Both					
	Appointment/Confirmation letter from the employer at the					
time of Claim for Both						
	Termination letter of employer for Both					
	Salary Bank account statement for Both.					

#### Claim Procedure (Applicable for Section 4.7)

- Notify Us on Our email ID: <a href="mailto:hello@acko.com">hello@acko.com</a> or at Our website <a href="www.acko.com/gi">www.acko.com/gi</a> or contact number: 1860 266 2256 immediately, but in any case, within the number of days as specified in Policy Schedule/Certificate of Insurance of such event.
- Lodge a complaint/FIR with the cyber-crime department or police station (in case of ATM assault and Loss of wallet) regarding this incident, where the claim is made under Section
- Take all steps within his/her power to minimize the extent of loss or damage, and not do anything
  or tamper the affected Equipment/Account in such a manner which would in any way increase
  the extent of the loss or further diminish the value;
- Preserve the details of series of events and make them available for inspection by Our representative or surveyor;
- Give Us/Our representatives all reasonable assistance and co-operation in investigating the claim
  and provide any proof reasonably required to assess Our liability and quantum in respect of such
  claim.
- Not make any admission or commit to payment of any expenses or liability to any third party without obtaining Our written consent. You must assist us in investigating, defending and settling the third-party claim and assist any lawyer or other expert we appoint on your behalf to defend the third party claim;
- Provide Us with all necessary information and documentation in respect of the claim as indicated in the Schedule/Certificate within 15 days of Us requesting the same. If all essential information and documentation are not received by Us within such time, then We may condone such delay on merits only where the delay has been proved to be for reasons beyond the claimant's control. For ease of reference, such necessary information and documentation shall include but not be limited to Our duly completed and signed claim form.

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Cover Name	Documents
Common documents	Duly filled claim form
	<ul> <li>Provide regulatory requirements as amended from time to time, NEFT (to enable direct credit of claim amount in Bank account) and KYC (recent ID/address proof and photograph) details of the Insured Person.</li> <li>Any other document (if required)</li> </ul>
Digital Theft of Funds	Copy of FIR filed with police authorities / cyber cell or complaint letter acknowledgement from the police,
Identity Theft	<ul> <li>Copy of FIR filed with police authorities / cyber cell or complaint letter acknowledgement from the police.</li> </ul>
Fraudulent charges on Loss of card	<ul> <li>Proof of Disabling of Card facility at core banking Proof (to be done within 24 hours from the date of realization of loss)</li> <li>Card Statement/ Account Statement for last 6 months indicating Fraudulent Transactions/Unauthorized Use and loss liability.</li> <li>Card Copy / Declaration from the Bank/ financial institution</li> <li>Copy of FIR filed with police authorities / cyber cell or complaint letter acknowledgement from the police.</li> </ul>
ATM Assault & Robbery	<ul> <li>In case of ATM Robbery, FIR must indicate the exact time of ATM Robbery and distance from the ATM from which the money was withdrawn.</li> <li>Medical bills in case if bodily injury</li> </ul>
Loss of Wallet	<ul> <li>Original invoice/ proof of purchase of the lost wallet</li> <li>Receipt of cost incurred as replacement costs for the new wallet.</li> <li>Receipts for fee payable to the concerned authorities incurred to applying for / obtain new personal papers and/ or cards</li> </ul>

# Claim Procedure (Applicable for Section 4.8. Home Building and Home Content Cover)

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

# 1. Immediate notice to Us

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

# 2. Steps to prevent loss and damage

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

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## 3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence/landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

#### 4. Submit claim

- a. Claim form:
  - You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### 5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.
- c. For Optional Cover of Personal Accident, Death Certificate and Post Mortem report (wherever necessary) shall be submitted.

#### 6. Fraudulent claim

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

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

## 7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

# 8. Recovery action by Us

a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home

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Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this

- i. without seeking Your consent,
- ii. in Your name, and
- iii. whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

# Claim Procedure (Applicable for Section 4.11)

On the occurrence of any event or occurrence which may give rise to a claim under this Policy, the Insured shall:

- a) Notify Us on Our email ID: <a href="mailto:hello@acko.com/gi">hello@acko.com/gi</a> or at Our website (www.acko.com), or contact number:1860 266 2256 immediately, but in any case, within the number of days as specified in Schedule/Certificate of such event:
- b) Lodge a complaint/FIR with the police regarding this incident, where the claim is made under cover Theft and Burglary.
  - c) Take all steps within his/her power to minimize the extent of loss or damage, and not do anything or tamper the affected Insured Asset in such a manner which would in any way increase the extent of the loss or further diminish the value.
  - d) Preserve the parts of any Insured Asset affected and make them available for inspection by Our representative or surveyor.
  - e) Give Us/Our representatives all reasonable assistance and co-operation in investigating the claim and provide any proof reasonably required to assess Our liability and quantum in respect of such claim.
  - f) Not make any admission or commit to payment of any expenses or liability to any third party without obtaining Our written consent.
  - g) Provide Us with all necessary information and documentation in respect of the claim as indicated in the Schedule/Certificate within 15 days of Us requesting for the same. If all essential information and documentation are not received by Us within such time, then We will condone such delay on merits only where the delay has been proved to be for reasons beyond the claimant's control. For ease of reference, such necessary information and documentation shall include, but not be limited to Our duly completed and signed claim form, and the below:

and the below:	Designation of the state of the				
me of cover	Documents required				
Theft and Burglary Or Robbery	<ul> <li>Duly filled and signed Claim Form (attested by an Acko official wherever necessary)</li> <li>Original Policy (Wherever applicable)</li> <li>Invoice of the Equipment/Proof of ownership, care or custody (Wherever applicable)</li> <li>FIR or Police Complaint Report</li> </ul>				
Comprehensive Accidental Damage or Accidental Screen Only Damage Breakdown	<ul> <li>Duly filled and signed Claim Form (attested by an Acko official wherever necessary)</li> <li>Original Policy (Wherever applicable)</li> <li>Invoice of the Equipment/Proof of ownership, care or custody (Wherever applicable)</li> <li>Duly filled and signed Claim Form (attested by an Acko official wherever necessary)</li> <li>Original Policy (Wherever applicable)</li> <li>Invoice of the Equipment/Proof of ownership, care or custody (Wherever applicable)</li> </ul>				

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<ul> <li>Manufacturer Warranty Certificate (if not submitted during the issuance of policy wherever necessary)</li> </ul>
<ul> <li>Proof of non-settlement of defects/breakdown by the OEM (optional)</li> </ul>
The import and/or sale of such Insured Asset is evidenced by an Invoice or a
certificate/card issued by such wholesaler or retailer or Service Contractor

\*Any other details (if required) which are not mentioned here might be asked by Acko.

# Claim Procedure (Applicable for Section 4.13 to 4.18)

- Notify Us on Our email ID: <a href="mailto:hello@acko.com">hello@acko.com</a> or at Our website <a href="www.acko.com/gi">www.acko.com/gi</a> or contact number:
   1860 266 2256 immediately, but in any case, within the number of days as specified in Policy Schedule/Certificate of Insurance of such event;
- The claim forms and accompanying documents must be returned to us within the stipulated time of making the original claim.

Cover Name	Documents				
Common Documents	<ul> <li>Duly filled claim form</li> <li>Provide regulatory requirements as amended from time to time, NEFT (to enable direct credit of claim amount in Bank account) and KYC (recent ID/address proof and photograph) details of the Insured Person.</li> <li>Any other document (if required)</li> </ul>				
Terrorism • According the Terrorism clause attached					
Temporary Resettlement Expenses Cover	<ul> <li>Photographs (if required by insurer)</li> <li>Certificate of Uninhabitability</li> <li>Boarding and Lodging receipt</li> <li>Invoices for storage of furniture or valuables</li> <li>Bills for essential household procurement</li> <li>Loss Assessment Report by surveyor (if required)</li> <li>Invoice from packers and movers with GST details</li> </ul>				
Personal Liability Cover	<ul> <li>FIR or Police Complaint (especially in case of injury or significant property damage)</li> <li>Written compensation claim or demand from third party.</li> <li>Identity and Address Proof</li> <li>Legal Notice or Court Summons</li> <li>Legal fee proof</li> </ul>				
Brokerage Expenses	Broker ID card     Verified Brokerage Bill				
Delay in Salary Payment:	<ul> <li>Employment Proof (Appointment Letter or Employment Contract)</li> <li>Last 3 Salary Slips preceding the delayed salary month</li> <li>Employer Confirmation or letter confirming salary delay</li> <li>Bank Statement showing non-credit of salary for the claimed month</li> <li>Loan statement / EMI schedule showing EMI due</li> </ul>				
Rescinding of Offer Letter	<ul> <li>Copy of the original offer letter from the prospective employer</li> <li>Formal withdrawal letter or email from the employer rescinding the offer</li> <li>Loan statement / EMI schedule showing EMI due</li> <li>Self-declaration confirming current unemployment status</li> </ul>				

# Claims Payment (Applicable to all the section)

- a. Claims made in respect of an Insured under any of the Insuring Clauses applicable to the Insured shall be subject to the availability of the Sum Insured, and applicable Sub-limits, Co-payment, and Deductibles specified in the Policy Schedule/Certificate of Insurance against the Insuring Clause(s).
- b. We shall make the payment of claim that has been admitted as payable by Us under the Policy within 15 days of submission of all necessary documents and information and any other additional information required for the settlement of the claim.
- c. All claims will be investigated (as required) and settled in accordance with the applicable regulatory guidelines, including the IRDAI(Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024

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- d. In case survey report is required, the surveyor shall submit the survey report to Us within fifteen days of allocation. We shall decide on the claim within seven days of receipt of the survey report or after expiry of fifteen days from allocation of the claim to the surveyor whichever is earlier.
- e. Upon acceptance of an offer of settlement by You, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by Us. In the event the claim is not settled within 15 days of the stipulated time, We shall be liable to pay interest at a rate, which is 2% above the bank rate from the date of intimation till the date of actual payment.
- f. The manner of settlement of any Claims made under this Policy will be as per the settlement option specified in the Policy Schedule/Certificate of Insurance, in accordance with the respective claim settlement process.

# Section 8: Annexures Annexure I: Critical Illness

The Critical Illnesses specified below shall be covered under the Critical Illness Benefit in the below combination, as may be specified in the Schedule or Certificate of Insurance. Please refer to the definitions of the same after the table.

S.NO	CRITICAL ILLNESS	GROUP			
		15 Cl' s	18 Cl' s	25 Cl' s	36 Cl' s
1	Cancer of Specified Severity	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$	$\checkmark$
2	Kidney Failure Requiring Regular Dialysis		$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
3	Multiple Sclerosis with Persisting Symptoms	V	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
4	Major Organ / Bone Marrow Transplant	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
5	Open Heart Replacement or Repair of Heart Valves	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
6	Open Chest CABG	√	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
7	Permanent Paralysis of Limbs	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
8	Myocardial Infarction (First Heart Attack – of Specific Severity)	√	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
9	Stroke Resulting in Permanent Symptoms	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
10	Benign Brain Tumor	√	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
11	Parkinson's Disease	V	$\sqrt{}$	$\sqrt{}$	$\sqrt{}$
12	Coma of Specified Severity	√	V	$\sqrt{}$	√
13	End Stage Liver Failure	√	$\sqrt{}$	$\sqrt{}$	$\checkmark$
14	Alzheimer's Disease	V	$\sqrt{}$	$\sqrt{}$	$\checkmark$
15	Aorta Graft Surgery	√	$\sqrt{}$	$\sqrt{}$	$\checkmark$
16	Major Burns	×	$\sqrt{}$	$\sqrt{}$	√
17	Loss of Hearing (Deafness)	×	$\sqrt{}$	$\sqrt{}$	√
18	Loss of Speech	×	V	$\sqrt{}$	√
19	Loss of Vision (Blindness)	×	×	$\sqrt{}$	$\sqrt{}$
20	Motor Neurone Disease with Permanent Symptoms	×	×	$\sqrt{}$	$\sqrt{}$
21	Loss of Limbs	×	×	$\sqrt{}$	$\sqrt{}$
22	Aplastic Anaemia	×	×	$\sqrt{}$	$\sqrt{}$
23	End Stage Lung Failure	×	×	$\sqrt{}$	$\sqrt{}$

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24	Primary (Idiopathic) Pulmonary Hypertension	×	×	$\sqrt{}$	$\sqrt{}$
25	Bacterial Meningitis	×	×	$\sqrt{}$	V
26	Apallic Syndrome or Persistent Vegetative State (PVS)	×	×	×	√
27	Coronary Angioplasty (PTCA)[1]	×	×	×	√
28	Encephalitis	×	×	×	√
29	Fulminant Hepatitis	×	×	×	
30	Chronic Relapsing Pancreatitis	×	×	×	$\sqrt{}$
31	Major Head Trauma	×	×	×	
32	Medullary Cystic Disease	×	×	×	
33	Muscular Dystrophy	×	×	×	
34	Poliomyelitis	×	×	×	√
35	Systemic Lupus Erythematous	×	×	×	√
36	Brain Surgery	×	×	×	√

#### **Critical Illness Definition:**

- 1. Cancer of Specific Severity
- I) A malignant tumor characterized by the uncontrolled growth & spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.
- II) The following are excluded
  - All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3;
  - ii) Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
  - iii) Malignant melanoma that has not caused invasion beyond the epidermis;
  - iv) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0;
  - v) All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
  - vi) Chronic lymphocyctic leukaemia less than RAI stage 3;
  - vii) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification;
  - viii) All Gastro-Intestinal Stromal Tumours histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

# 2. Myocardial Infraction (First Heart attack of specified severity)

- The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
  - i) A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
  - ii) New characteristic electrocardiogram changes
  - iii) Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II) The following are excluded:
  - i) Other acute Coronary Syndromes
  - ii) Any type of angina pectoris
  - iii) A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

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## 3. Open Chest CABG

- I) The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- II) The following are excluded:
  - i) Angioplasty and/or any other intra-arterial procedures
- 4. 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.
- 5. Kidney Failure Requiring 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.
- 6. Stroke Resulting in Permanent Symptoms
- I) Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II) The following are excluded:
  - i) Transient ischemic attacks (TIA)
  - ii) Traumatic injury of the brain
  - iii) Vascular disease affecting only the eye or optic nerve or vestibular functions.

# 7. Major Organ/Bone Marrow Transplant

- I) The actual undergoing of a transplant of:
  - i) One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
  - ii) Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II) The following are excluded:
  - i) Other stem-cell transplants Where only islets of langerhans are transplanted
- 8. Permanent Paralysis of Limbs
- I) Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.
- 9. Multiple Sclerosis with Persisting Symptoms
- The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:



- i) investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- 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.
- II) Other causes of neurological damage such as SLE is excluded.

# 10. Coma of Specified Severity

- I) 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.
- II) The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

## 11. Motor Neuron Disease with Permanent Symptoms

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

## 12. Blindness

- I) Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II) The Blindness is evidenced by
  - i) corrected visual acuity being 3/60 or less in both eyes or:
  - ii) the field of vision being less than 10 degrees in both eyes.
- III) The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

## 13. Third Degree Burns

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. A certified physician must confirm the diagnosis must confirm and the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

#### 14. Parkinson's Disease

- The unequivocal diagnosis of progressive, degenerative idiopathic Parkinson's disease by a Neurologist acceptable to Us.
- II) The diagnosis must be supported by all of the following conditions:
  - i) the disease cannot be controlled with medication;
  - ii) signs of progressive impairment; and
  - iii) inability of the Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:
- III) Activities of daily living:

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

# 15. Benign Brain Tumor

- Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves
  or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging
  studies such as CT scan or MRI.
- II) This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
  - i) Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - ii) Undergone surgical resection or radiation therapy to treat the brain tumor.
- III) The following conditions are excluded: Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

#### 16. Alzheimer's Disease

- I) Alzheimer's disease is a progressive degenerative Illness of the brain, characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathological changes. It affects the brain, causing symptoms like memory loss, confusion, communication problems, and general impairment of mental function, which gradually worsens leading to changes in personality.
- II) Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Insured Person. The diagnosis must be supported by the clinical confirmation of a specialist Medical Practitioner (Neurologist) and supported by Our appointed Medical Practitioner, evidenced by findings in cognitive and neuro radiological tests (e.g. CT scan, MRI, PET scan of the Brain). The disease must result in a permanent inability to perform three or more Activities with Loss of Independent Living or must require the need of supervision and permanent presence of care staff due to the disease. This must be medically documented for a period of at least 90 days
- III) The following conditions are however not covered:
  - i) non-organic diseases such as neurosis and psychiatric Illnesses;
  - ii) alcohol related brain damage; and
  - iii) any other type of irreversible organic disorder/dementia.

## 17. Aorta Graft Surgery

I) The actual undergoing of major Surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this cover the definition of "Aorta" shall mean the thoracic and abdominal aorta but not its branches.



- II) The Insured Person understands and agrees that We will not cover: Surgery performed using only minimally invasive or intra arterial techniques. Angioplasty and all other intra arterial, catheter based techniques, "keyhole" or laser procedures
- III) The Aorta is the main artery carrying blood from the heart. Aortic Graft Surgery benefit covers Surgery to the Aorta wherein part of it is removed and replaced with a graft.

#### 18. Deafness

I) Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

#### 19. Loss of Limbs

I) The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

## 20. Loss of Speech

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

## 21. Aplastic Anaemia

- I) Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:
  - i) Blood product transfusion;
  - ii) Marrow stimulating agents;
  - iii) Immunosuppressive agents; or
  - iv) Bone marrow transplantation.
- II) The diagnosis must be confirmed by a haematologist using relevant laboratory investigations including Bone Marrow Biopsy resulting in bone marrow cellularity of less than 25% which is evidenced by any two of the following:
  - i) Absolute neutrophil count of 500/mm³ or less
  - ii) Platelets count less than 20,000/mm³ or less
  - iii) Absolute Reticulocyte count of 20,000/mm³ or less
- III) Temporary or reversible Aplastic Anaemia is excluded.
- IV) In this condition, the bone marrow fails to produce sufficient blood cells or clotting agents.

## 22. End Stage Liver Failure

- Permanent and irreversible failure of liver function that has resulted in all three of the following:
  - i) Permanent jaundice; and
  - ii) Ascites; and
  - iii) Hepatic encephalopathy.
- II) Liver failure secondary to alcohol or drug abuse is excluded.

## 23. End Stage Lung Failure

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- I) End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
  - i) FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
  - ii) Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
  - Arterial blood gas analysis with partial oxygen pressures of 55mmHg or less (PaO2 <55 mm Hg); and
  - iv) Dyspnea at rest.

## 24. Primary (Idiopathic) Pulmonary Hypertension

- I) An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II) The NYHA Classification of Cardiac Impairment are as follows:
  - i) Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
  - iii) Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

# 25. Bacterial Meningitis

- Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal chord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 6 weeks resulting in permanent inability to perform three or more Activities for Loss of Independent Living.
- II) This diagnosis must be confirmed by:
  - i) The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
  - ii) A consultant neurologist certifying the diagnosis of bacterial meningitis.

Bacterial Meningitis in the presence of HIV infection is excluded.

## 26. Apallic Syndrome or Persistent Vegetative State (PVS)

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

# 27. Coronary Angioplasty (PTCA)

I) Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50% of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).



- II) Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.
- III) Diagnostic angiography or investigation procedures without angioplasty / stent insertion are excluded.

The maximum benefit pay-out for Coronary Angioplasty is restricted to the Sum Insured or INR 10,00,000, whichever is lesser.

## 28. Encephalitis

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

## 29. Fulminant Hepatitis

- I) A sub-massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:
  - i) Rapid decreasing of liver size;
  - ii) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
  - iii) Rapid deterioration of liver function tests;
  - iv) Deepening jaundice; and
  - v) Hepatic encephalopathy.
- II) Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

## 30. Chronic Relapsing Pancreatitis

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

## 31. Major Head Trauma

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



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

## iv) The following are excluded:

i) Spinal cord injury;

## 32. Medullary Cystic Disease

A progressive hereditary disease of the kidneys characterised by the presence of cysts in the medulla, tubular atrophy and intestitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic renal failure. The diagnosis must be supported by renal biopsy.

## 33. Muscular Dystrophy

- I) A group of hereditary degenerative diseases of muscle characterised by progressive and permanent weakness and atrophy of certain muscle groups. The diagnosis of muscular dystrophy must be unequivocal and made by a Neurologist acceptable to Us, with confirmation of at least 3 of the following 4 conditions:
  - i) Family history of muscular dystrophy;
  - ii) Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction:
- iii) Characteristic electromygrom; or
- iv) Clinical suspicion confirmed by muscle biopsy.
- II) The condition must result in the inability of the Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:

### 34. Poliomyelitis

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

#### Exclusions

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

## 35. Systemic Lupus Erythematous

I) A multi-system, multifactorial, autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. Systemic lupus erythe-matosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V lupus nephritis, established by renal biopsy, and in accordance with the World Health Organization (WHO) classification). The final diagnosis must be confirmed by a registered Medical Practitioner specialising in Rheumatology and Immunology acceptable to Us, Other forms, discoid lupus, and those forms with only haematological and joint involvement are however not covered:

The WHO lupus classification is as follows:

- i) Class I: Minimal change Negative, normal urine.
- ii) Class II: Mesangial Moderate proteinuria, active sediment.
- iii) Class III: Focal Segmental Proteinuria, active sediment.

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- iv) Class IV: Diffuse Acute nephritis with active sediment and/or nephritic syndrome.
- v) Class V: Membranous Nephrotic Syndrome or severe proteinuria.

# 36. Brain Surgery

I) The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed.

## II) Exclusion:

i) Burr hole surgery / brain surgery on account of an accident.

## **Annexure II: List of Non-Payable Expenses**

S. No.	List of excluded items						
	I TOILETRIES/COSMETICS/PERSONAL COMFORT OR CONVENIENCE						
1.	HAIR REMOVAL CREAM	Not Payable					
2.	BABY CHARGES (UNLESS SPECIFIED/INDICATED)	Not Payable					
3.	BABY FOOD	Not Payable					
4.	BABY UTILITES CHARGES	Not Payable					
5.	BABY SET	Not Payable					
6.	BABY BOTTLES	Not Payable					
7.	BRUSH	Not Payable					
8.	COSY TOWEL	Not Payable					
9.	HAND WASH	Not Payable					
10.	MOISTURISER PASTE BRUSH	Not Payable					
11.	POWDER	Not Payable					
12.	RAZOR	Not Payable					
13.	SHOE COVER	Not Payable					
14.	BEAUTY SERVICES	Not Payable					
15.	BELTS/ BRACES	Essential and may be paid specifically for cases who have undergone surgery of thoratic or lumar spine					
16.	BUDS	Not Payable					
17.	BARBER CHARGES	Not Payable					
18.	CAPS	Not Payable					
19.	COLD PACK/HOT PACK	Not Payable					
20.	CARRY BAGS	Not Payable					
21.	CRADLE CHARGES	Not Payable					
22.	COMB	Not Payable					
23.	DISPOSABLES RAZORS CHARGES (for site preparations)	Payable					
24.	EAU-DE-COLOGNE / ROOM FRESHNERS	Not Payable					
25.	EYE PAD	Not Payable					
26.	EYE SHEILD	Not Payable					
27.	EMAIL / INTERNET CHARGES	Not Payable					
	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)	Not Payable					



28.		
29.	FOOT COVER	Not Payable
30.	GOWN	Not Payable
	1.500/000	Essential in varicose vein
31.	LEGGINGS	surgery and will be payable if the surgery itself is payable
32.	LAUNDRY CHARGES	Not Payable
33.	MINERAL WATER	Not Payable
34.	OIL CHARGES	Not Payable
35.	SANITARY PAD	Not Payable
36.	SLIPPERS	Not Payable
37.	TELEPHONE CHARGES	Not Payable
38.		•
	TISSUE PAPER	Not Payable
39. 40.	TOOTH PRICE	Payable Net Payable
	TOOTH BRUSH	Not Payable
41.	GUEST SERVICES	Not Payable
		Essential and may be paid specifically for cases who have
42.	BED PAN	undergone surgery of thoratic
		or lumar spine
43.	BED UNDER PAD CHARGES	Not Payable
44.	CAMERA COVER	Not Payable
45.	CLINIPLAST	Not Payable
46.	CREPE BANDAGE	Not Payable
47.	CURAPORE	Not Payable
48.	DIAPER OF ANY TYPE	Not Payable
	DVD 0D 0U4D050	Not Payable (However if CD is
49.	DVD, CD CHARGES	specifically sought by the Insurer then payable)
50.	EYELET COLLAR	Not Payable
51.	FACE MASK	Not Payable
52.	FLEXI MASK	Not Payable
53.	GAUSE SOFT	Not Payable
54.	GAUZE	Not Payable
55.	HAND HOLDER	Not Payable
56.	HANSAPLAST/ ADHESIVE BANDAGES	Not Payable
57.	INFANT FOOD	Not Payable
58.	SLINGS	Payable for upper fractures
59.	WEIGHT CONTROL PROGRAMS/ SUPPLIES/ SERVICES	Exclusion in the Policy unless otherwise specified
60.	COST OF SPECTACLES/ CONTACT LENSES/ HEARING AIDS ETC.,	Exclusion in the Policy unless otherwise specified
61.	HOME VISIT CHARGES	Exclusion in the Policy unless otherwise specified
62.	DONOR SCREENING CHARGES	Exclusion in the Policy unless otherwise specified
63.	ADMISSION/REGISTRATION CHARGES	Exclusion in the Policy unless otherwise specified

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64.	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE	Exclusion in the Policy unless otherwise specified
65.	EXPENSES FOR INVESTIGATION/ TREATMENT IRRELEVANT TO THE DISEASE FOR WHICH ADMITTED OR DIAGNOSED	Exclusion in the Policy unless otherwise specified
66.	WARD AND THEATRE BOOKING CHARGES	Payable under OT charges, not payable separately
67.	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS	Rental charged by the hospital payable. Purchase of instrument not payable
68.	MICROSCOPE COVER	Payable under OT charges, not payable separately
69.	SURGICAL BLADES, HARMONIC SCALPEL, SHAVER	Payable under OT charges, not payable separately
70.	SURGICAL DRILL	Payable under OT charges, not payable separately
71.	EYE KIT	Payable under OT charges, not payable separately
72.	EYE DRAPE	Payable under OT charges, not payable separately
73.	X-RAY FILM	Payable under Radiology charges, not as consumable
74.	SPUTUM CUP	Payable under Investigation charges, not as consumable
75.	BOYLES APPARATUS CHARGES	Payable under OT charges, not payable separately
76.	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES	Part of cost of Blood, not payable
77.	ANTISEPTIC OR DISINFECTANT LOTIONS	Not Payable - Part of Dressing charges
78.	BAND AIDS, BANDAGES, STERLILE INJECTIONS, NEEDLES, SYRINGES	Not Payable - Part of Dressing charges
79.	COTTON	Not Payable - Part of Dressing charges
80.	COTTON BANDAGE	Not Payable - Part of Dressing charges
81.	MICROPORE/ SURGICAL TAPE	Not Payable – Payable by the patient when prescribed, otherwise included as Dressing charges.
82.	BLADE	Not Payable
83.	APRON	Not Payable - Part of Hospital Services / Disposable Linen to be part of OT/ICU charges
84.	TORNIQUET	Not Payable - (Service is charged by hospital, consumables cannot be separately charged)
85.	ORTHOBUNDLE, GYNAEC BUNDLE	Part of dressing charges
86.	URINE CONTAINER	Not Payable

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	II ELEMENTS OF ROOM CHARGE					
87.	LUXURY TAX	Actual tax levied by government is payable. Part of room charge for sublimit				
88.	HVAC	Part of room charge not payable separately				
89.	HOUSE KEEPING CHARGES	Part of room charge not payable separately				
90.	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED	Part of room charge not payable separately				
91.	TELEVISION AND AIR CONDITIONER CHARGES	Part of room charge not payable separately				
92.	SURCHARGES	Part of room charge not payable separately				
93.	ATTENDANT CHARGES	Not Payable - Part of room				
94.	IM IV INJECTION CHARGES	Not Payable - Part of room charges  Part of nursing charges, not payable				
95.	CLEAN SHEET	Part of Laundry separately				
96.	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)	Patient Diet provided by hospital is payable				
97.	BLANKET/WARMER BLANKET ADMINISTRATIVE OR NON-MEDICAL CHARGES	Not Payable - Part of room charges				
	III ADMINISTRATIVE OR NON-MEDICAL CH	ARGES				
98.	ADMISSION KIT	Not Payable				
99.	BIRTH CERTIFICATE	Not Payable				
100.	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES	Not Payable				
101.	CERTIFICATE CHARGES	Not Payable				
102.	COURIER CHARGES	Not Payable				
103.	CONVENYANCE CHARGES	Not Payable				
104.	DIABETIC CHART CHARGES	Not Payable				
105.	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES	Not Payable				
106.	DISCHARGE PROCEDURE CHARGES	Not Payable				
107.	DAILY CHART CHARGES	Not Payable				
108.	ENTRANCE PASS / VISITORS PASS CHARGES	Not Payable				
109.	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE	To be claimed by patient under Post Hosp where admissible				
110.	FILE OPENING CHARGES	Not Payable				
111.	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)	Not Payable				
112.						
113.	MAINTAINANCE CHARGES	Not Payable				
		· •				

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	T	
114.	MEDICAL RECORDS	Not Payable
115.	PREPARATION CHARGES	Not Payable
116.	PHOTOCOPIES CHARGES	Not Payable
117.	PATIENT IDENTIFICATION BAND / NAME TAG	Not Payable
118.	WASHING CHARGES	Not Payable
119.	MEDICINE BOX	Not Payable
120.	MORTUARY CHARGES	Payable upto 24hrs, shifting charges not payable
121.	MEDICO LEGAL CASE CHARGES (MLC CHARGES)	Not Payable
	IV EXTERNAL DURABLE DEVICES	
122.	WALKING AIDS CHARGES	Not Payable
123.	BIPAP MACHINE	Not Payable
124.	COMMODE	Not Payable
125.	CPAP/ CAPD EQUIPMENTS	Not Payable
126.	INFUSION PUMP - COST	Not Payable
127.	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)	Not Payable
128.	PULSEOXYMETER CHARGES	Not Payable
129.	SPACER	Not Payable
130.	SPIROMETRE	Not Payable
131.	SPO2 PROBE	Not Payable
132.	NEBULIZER KIT	Not Payable
133.	STEAM INHALER	Not Payable
134.	ARMSLING	Not Payable
135.	THERMOMETER	Not Payable (Paid by Patient)
136.	CERVICAL COLLAR	Not Payable
137.	SPLINT	Not Payable
137.	DIABETIC FOOT WEAR	*
130.		Not Payable
139.	KNEE BRACES (LONG/ SHORT/ HINGED)	Not Payable
140.	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER	Not Payable
141.	LUMBO SACRAL BELT	Essential and should be paid specifically for cases who have undergone surgery of limbar spine
142.	NIMBUS BED OR WATER OR AIR BED CHARGES	Payable for any ICU patient requiring more than 3 days in ICU, all patients with paraplegia/quadraplegia for any reason and at reasonable cost of approximately Rs.200/day
143.	AMBULANCE COLLAR	Not Payable
144.	AMBULANCE EQUIPMENT	Not Payable
145.	MICROSHEILD	Not Payable
		Essential and should be paid in post-surgery patients of major
146.	ABDOMINAL BINDER	abdominal surgery including

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		TAH, LSCS, incisional hernia repair, explanatory laparotomy for intestinal liver transplant etc. Obstruction.		
	V ITEMS PAYABLE IF SUPPORTED BY A PRE	SCRIPTION		
147.	BETADINE \ HYDROGEN PEROXIDE\SPIRIT\DISINFECTANTS ETC	May be payable when prescribed for patient not payable for hospital use in OT or ward or for dressing in hospital		
148.	PRIVATE NURSES CHARGES-SPECIAL NURSING CHARGES	Post-hospitalization nursing charges not payable		
149.	NUTRITION PLANNING CHARGES- DIETICIAN CHARGES- DIET CHARGES	of admissible medicines are not excluded		
150.	SUGAR FREE Tablets			
151.	CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals payable)	Payable when prescribed		
152.	Digestion gels	Payable when prescribed		
153.	ECG ELECTRODES	Payable when prescribed  Upto 5 electrodes are required for every case visiting OT or ICU. For Longer stay in ICU, may require a change and atleast one set every second day must be		
154.	GLOVES Sterilized Gloves	Payable /unsterilized gloves not payable		
155.	HIV KIT	Payable - Payable Pre- operative screening		
156.	LISTERINE/ ANTISEPTIC MOUTHWASH	Payable when prescribed		
157.	LOZENGES	Payable when prescribed		
158.	MOUTH PAINT	Payable when prescribed		
159.	NEBULISATION KIT	If used during hospitalization is payable reasonably		
160.	NOVARAPID	Payable when prescribed		
161.	VOLINI GEL/ ANALGESIC GEL	Payable when prescribed		
162.	ZYTEE GEL	Payable when prescribed		
163.	VACCINATION CHARGES	Routine Vaccination not payable / post bite vaccination payable		
	VI PART OF HOSPITAL'S OWN COSTS AND NO	OT PAYABLE		
164.	AHD	Not Payable - Part of Hospital's internal cost		
165.	ALCOHOL SWABES	Not Payable - Part of Hospital's internal cost		
166.	SCRUB SOLUTION/STERILLIUM	Not Payable - Part of Hospital's internal cost		

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	VII OTHERS				
167.	VACCINE CHARGES FOR BABY	Payable as per plan			
168.	TPA CHARGES	Not Payable			
169.	VISCO BELT CHARGES	Not Payable			
170.	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, OVERY KIT, ETC]	Not Payable			
171.	EXAMINATION GLOVES	Not Payable			
172.	KIDNEY TRAY	Not Payable			
173.	MASK	Not Payable			
174.	OUNCE GLASS	Not Payable			
175.	OUTSTATION CONSULTANT'S/ SURGEON'S FEES	Not Payable, except for telemedicine consultation where covered by policy			
176.	OXYGEN MASK	Not Payable			
177.	PAPER GLOVES	Not Payable			
178.	PELVIC TRACTION BELT	Should be payable in case PI\ requiring traction as this is generally not reused			
179.	REFERAL DOCTOR'S FEES	Not Payable			
180.	ACCU CHECK (Glucometery/ Strips)	Not Payable Pre-hospitalization or post hospitalization/ Reports and charts required / Device not payable			
181.	PAN CAN	Not Payable			
182.	SOFNET	Not Payable			
183.	TROLLY COVER	Not Payable			
184.	UROMETER, URINE JUG	Not Payable			
185.	AMBULANCE	Payable as per plan			
186.	TEGADERM / VASOFIX SAFETY	Payable - maximum of 3 in 48 Hrs and then 1 in 24 hrs			
187.	URINE BAG	Payable where medically necessary till a reasonable cost – Maximum 1 per 24 hrs.			
188.	SOFTOVAC	Not Payable			
189.	STOCKINGS	Essential for case like CABG etc. where it should be paid			

# Annexure III: Standard Special Clause: Agreed Bank Clause (For Home Building and Home Content Cover Mentioned Above)

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

Under this Clause You agree as follows:

- ii. We shall pay to the Bank the entire amount that We are liable to pay under this Policy. Such Bank will receive it for its own demand, and as agent for any other person interested in the amount.
- iii. When We pay the amount to the Bank, Our liability under this Policy will be discharged, and will be

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binding on all of You and all persons named as the insured.

- iv. Any notice or communication We make to the Bank under the provisions of this Policy shall be sufficient notice or communication to You.
- v. Any settlement or compromise that We make with the Bank will be binding on You and all persons named as the insured. However, such settlement or compromise will not affect the rights of the Bank to recover any amount from You or any other person.
- vi. If You make any change in the use of Your Home or sell or transfer the Insured Property, such actions will not prejudice the interest of the Bank under the Policy and this clause, unless the condition has been broken by the Bank or its employees.
- vii. If You commit any act or omission that will increase the risk, the insurance cover will not be invalidated. However, the Bank shall notify Us of any change or ownership, or alterations and increase in risks as soon they become known to the Bank, and shall pay additional premium from the time of such change.
- viii. When We pay the amount to the Bank, We will become legally and automatically subrogated to all rights of the Bank to the extent of such payment. This will not impair or prejudice the rights of the Bank to recover any amount from You or any other person. N.B: The Bank shall mean the first named Financial Institution/Bank named in the policy.

## **Annexure IV: Terrorism Clause (Applicable to Terrorism cover)**

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Act, 1967 (as amended from time to time) or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

For the purpose of this cover, an act of sabotage means a subversive act or series of such acts committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

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

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

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

#### **Losses Excluded**



- loss by seizure or legal or illegal occupation;
- 2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,
  - (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property:
- 3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- 4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- 5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind:
- 6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind.
- 7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- 8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
- 9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest or riots;
- loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
- 11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working:
- 12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
- 13. loss or increased cost as a result of threat or hoax;
- 14. loss or damage caused by or arising out of burglary, house breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of sabotage and/or terrorism;
- 15. loss or damage caused by mysterious disappearance or unexplained loss;
- 16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other microorganism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
- 17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind;
- 18. Any loss due to fines or damages for breach of contract, or penalties of whatever nature;
- 19. Any infidelity, fraudulent, dishonest or criminal act by any director, officer or trustee of the Insured whether acting alone or in collusion with others;
- 20. Any debt, insolvency or commercial failure, whether to provide bond or security or otherwise, or any other financial cause of any party or person whatsoever.
- 21. loss or damage caused by Civil Commotion, Insurrection, Revolution or Rebellion, Mutiny and/or Coup d'Etat and Civil War except as may be insured specifically under any Political Violence Extension to this cover;
- 22. Third party liability howsoever arising except as may be insured specifically under any Third-

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Party Liability Extension to this cover.

## **Limit of Indemnity**

The limit of indemnity under this cover shall not exceed the Total Sum Insured given in the Policy Schedule or INR 20,000,000,000 per compound/location whichever is lower.

In respect of sabotage and/or terrorism cover for dwellings, limit of indemnity shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 4,000,000,000 per compound/location whichever is lower.

In respect of several locations being covered under a single policy on a floater basis, the maximum aggregate loss suffered from all the locations mentioned in the Policy schedule shall not exceed Total Sum Insured as mentioned in the Policy Schedule or INR 20,000,000,000/- whichever is lower

In respect of several insurance policies within the same compound/location with one or different insurers, the maximum aggregate loss payable per compound/location by any one or all insurers, shall be INR 20,000,000,000. If the actual aggregate loss suffered at one compound/location is more than INR 20,000,000,000, the amounts payable towards individual policies shall be reduced in proportion to the sum insured of the policies.

#### Excess\*

Shops & Residential Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 10,000 and Maximum of INR 500,000

Non-Industrial Risks: 1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

Industrial Risks: 5% of the claim amount for each and every claim subject to Minimum of INR 100,000 and Maximum of INR 25.00.000

\*Whichever is applicable

## **Add On Covers**

It is further declared and agreed that the limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 20,000,000,000 whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 20,000,000,000.

In respect of sabotage and/or terrorism cover for long term dwellings, limit of indemnity including the claim on add on cover(s) shall not exceed total sum insured plus separate sublimit opted for add on cover(s) or INR 4,000,000,000/- whichever is lower. In respect of several insurance policies within the same compound/location, the maximum aggregate loss payable per compound/location by any one or all insurers shall be INR 4,000,000,000/-

#### **Mid Term Cover**

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of sabotage and/or terrorism occurring during the first 15 (fifteen) days from the date of granting such cover. There should be no known or recorded/reported losses from ground up including threats/hoaxes from date of inception of policy to the date of granting such cover.

## Sanction, Limitation and Exclusion Clause

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

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## **Cancellation Clause**

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

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

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



## **Annexure V: List of Insurance Ombudsman**

Where the grievance is not resolved, the insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman are available below:

	Office of			
SI. No	Insurance Ombudsman	Address	Email	Landline NOs.
1	AHMEDABAD	Jeevan Prakash, 6th floor Near	oio.ahmedabad@	079-25501201
		S.V.College, Relief Road Tilak Maro.	cioins.co.in	079-25501202
		Ahmedabad- 380 001. Gujarat		
2	BENGALURU	Jeevan Soudha Building,PID No.57-	oio.benaaluru@ci oins.co.in	080-26652048
		· · · · · · · · · · · · · · · · · · ·		080-26652049
		Main Rd. 1st Phase, J.P. Nagar,		
3	BHOPAL	Bengaluru- 560 078.  LIC of India Zonal Office Bldg.	oio.bhooal@cioin	0755-2769201
3	DITOFAL	1st Floor South Wing, Jeevan Shikha	s.co.in	0755-2769201
		Opp. Gayatri Mandir	<u>0.00.111</u>	0755-2769203
		60-B Hoshangabad Road Bhopal-462		0755-2769200
		011		
4	BHUBANESWAR	62 Forest Park, Bhubaneswar PIN -	oio.bhubaneswar	0674-2596455
		751 009.	@cioins.co.in	0674-2596429
				0674-2596003
	0114415104511			0674-2596461
5	CHANDIGARH	Jeevan Deep, Ground Floor LIC of	oio.chandiaarh@c	0172-2706468
		India Belda. SCO 20-27, Sector 17-A	ioins.co.in	0172-2773101 0172-2990938
		Chandigarh -160 017		0172-2990938
		Chandigam - 100 017		0172-2700190
				0172-2772101
				0172-2990942
6	CHENNAI	Fatima Akhtar Court 4th floor.453 (old	oio.chennai@cioi	044-24333668
		312). Anna Salai	ns.co.in	044-24333678
		Teynampet Chennai 600 018		
7	DELHI	2/2 A. 1st Floor Universal Ins.	oio.delhi@cioins.c	011-46013992
		Building, Asaf Ali Road New Delhi- 110 002.	<u>o.in</u>	
8	GUWAHATI	Jeevan Nivesh Bldg,5th Floor, Near	oio.guwahati@cioi	0361-2631307
		Pan Bazar,S.S. Road, Guwahati-781	ns.co.in	0361-2632204
		001		0361-2732937
	LD/DED 45 45	0.0404.451		0361-2632205
9	HYDERABAD	6-2-46 1st Floor. Moin Court, Lane	oio.hvderabad@ci	040-23376991
		OPP. Hyundai Showroom	oins.co.in	040-23312122
		A. C. Guards Lakdi-ka-pool, Hyderabad 500 004		040-23376599 040-23328709
		11yue1abau 300 004		040-23325709
10	JAIPUR	Jeevan Nidhi II Ground	oio.iaipur@cioins.	0141-2740363
. •		Floor,Bhawani Sinah Road Ambedkar	co.in	
		Circle, Jaipur -302 005.		
11	KOCHI	10th Floor. LIC BldgJeevan	oio.ernakulam@ci	0484-2358759
		Prakash,OPP Maharai Colleae	oins.co.in	0484-2358734
		Ground,M.G.Road,Ernakulam Kochi-682 011		0484-235833 6
12	KOLKATA	7th Floor of Hindusthan Building	oio.kolkata@cioin	033-22124339
		(Annex),	s.co.in	033-22124341
		4 C R Avenue Kolkata-700 072		

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13	LUCKNOW	Jeevan Bhavan, Phase II, 6th Floor Nawal Kishore Road	oio.lucknow@cioi ns.co.in	0522-4002082
14	MUMBAI	Hazratqanj Lucknow- 226 001.  Hird Floor Jeevan Seva (Annex) S.V.Road Santacruz West Mumbai-400 054.	oio.mumbai@cioi ns.co.in	022-69038800/ 69038827/8829 ,69038831/883 2,69038833
15	NOIDA	Bhagwan Sahai Palace ,4th flr, Main Road• Nava Bans• Sector 15 Noida-201301, Dist: G.B.Naaar Uttar Pradesh	oio.noida@cioins. co.in	0120- 2514252 0120-2514253 0120-4027589
16	PATNA	2nd Floor Lalit Bhawan, Bailev Road Patna- 800 001	oio.Patna@cioins. co.in	061-22547067 061-22547068
17	PUNE	3rd Floor. Jeevan Darshan -LIC of India Bldg, N.C. Kelkar Road Narayan Peth,Pune- 411 030.	oio.pune@cioins. co.in	020-24471175
18	THANE	2nd Floor Jeevan Chintamani Building, Vasantrao Naik Mahamarq, Thane (West), Thane - 400 604	oio.thane@cioins. co.in	022-20812868 022-20812869

The updated details of Insurance Ombudsman offices are also available at the IRDAI website www.irdai.gov.in, or on the website of Council for Insurance Ombudsmen www.cioins.co.in or on the Company's website at www.acko.com/gi.



#### LIFE INSURANCE

## PART A

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions

In this Policy, unless the context requires otherwise, the following words and expressions shall have the meaning assigned to them respectively herein below:

- 1. <u>Age</u> shall be Age of the Member as at last birthday on the Risk Commencement Date for existing Insured Members, and age as on Entry Date for new Members and as recorded with the Company.
- 2. <u>Appointee</u> shall mean a person who is appointed by the Insured Member to receive the Benefits on behalf of the Nominee, if the Nominee is a minor on the date of the payment of such Benefit on the happening of the death of the Insured Member.
- 3. <u>Assignee</u> is the person to whom the rights and Benefits under this Policy are transferred by virtue of an Assignment.
- 4. <u>Assignment is</u> the process of transferring the rights and Benefits to an "Assignee," in accordance with the provisions of Section 38 of Insurance Act, 1938, as amended from time to time.
- 5. <u>Assignor</u> means the person who transfers the rights and Benefits under this Policy to the Assignee by virtue of an Assignment.
- 6. Authority means Insurance Regulatory and Development Authority of India (IRDAI).
- 7. <u>Benefit/s</u> means the Death Benefit, Surrender Benefit, or any other Benefit as applicable and availed under the terms of this Policy.
- 8. Beneficiary means the Master Policyholder or the Member or Nominee/(s).
- 9. <u>Certificate of Insurance</u> means in the case of Non-Employer Employee Group, a certificate issued by Us, on the basis of the Member's enrolment details provided, to each Member evidencing the acceptance of risk on the life of the Member under the Master Policy; The Certificate of Insurance shall be attached to and form part of this Master Policy for the respective Member. In the event of any inconsistency or contradiction between the Policy and the Certificate of Insurance, the terms and conditions contained in the Policy will prevail.
- 10. <u>Claimant</u> means the Master Policyholder or the Member or the Nominee who is entitled to register a claim for the insured event under the Master Policy; and where there is no Beneficiary(s), then the Insured Member's legal heir or legal representative or the holder of a succession certificate.
- 11. <u>Coverage End Date</u> The date of the expiry of Insurance Coverage as provided to the Insured Member under this Master Policy.
- 12. <u>Death Benefit</u> means the Benefit which is agreed to be paid by Us on occurrence of Member's death subject to Clause 4.1 in Part C of this Policy Document and as specified in the Certificate of Insurance/Register of Insured Members.
- 13. <u>Employer-Employee Group</u> means group where an employer-employee relationship exists between the Master Policyholder and the Member, in accordance with the relevant laws.
- **14. Entry Date** means in relation to the Members admitted to this Master Policy, and shall be the Risk Commencement Date.
- 15. <u>Eligible Member</u> means a person who meets and continues to meet all the eligibility criteria as detailed out in Clause 1 and 2 of Part C of this Policy Document.

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- 16. <u>Free Cover Limit</u> means the amount of Sum Assured granted on life of the Member without any need for individual underwriting for assessment of risk on account of Benefits offered under this Master Policy. Sum Assured in excess of Free Cover Limit may be accepted subject to evidence of insurability satisfactory to the Company. Such Free Cover Limit shall be determined by the prevailing underwriting policy of the Company and subject to amendment from time to time.
- 17. **Grace Period** means the time granted by the Company from the due date for the payment of Premium without levy of any interest or penalty during which time the Policy or Member's Insurance Coverage, as the case may be, is considered to be In Force without any interruption. The Grace Period so granted is fifteen (15) days for monthly Premium payment frequency and thirty (30) days for other available Premium payment frequencies from the respective Premium payment due date.
- 18. <u>In Force</u> means status of the Policy / Member's Insurance Coverage being active, all due Premiums have been paid and the Policy / Member's Insurance Coverage is not terminated or in Lapsed Status.
- 19. <u>Insurance Coverage</u> means the risk cover under this Master Policy issued to the Member as per the Benefit/s In Force under the Master Policy.
- 20. <u>Lapsed Status</u> means state of a non-active life insurance contract on account of non-payment of Premium during the Grace Period.
- 21. <u>Master Policy / Policy</u> means the contract of insurance entered into between the Master Policyholder and the Insurer as evidenced by the Master Policy Document.
- 22. <u>Master Policy Document / Policy Document</u> means this Acko Life Group Term Protect contract comprising the necessary documents including terms and conditions, Master Policy Schedule, the signed Proposal Form, any endorsements in this document issued by Us from time to time and the annexures, if any.
- 23. <u>Master Policyholder</u> shall mean the owner of this Policy and is referred to as the proposer in the Proposal form and is named as such in the Master Policy Schedule.
- 24. <u>Master Policy Schedule</u> means the Policy Schedule set out above in Part A that We have issued, along with any annexures, tables and/or endorsements, attached to it from time to time and forming part of this Policy and if any update Schedule is issued, then the Schedule which is latest in time.
- 25. <u>Member/Insured Member</u> means an individual who satisfies the eligibility criteria and is covered under this Master Policy.
- 26. <u>Member Coverage Term</u> means duration of Insurance Coverage of Insured Member from date of joining the Master Policy.
- 27. <u>Master Policy Commencement Date</u> is the Date, Month and Year the Master Policy comes into effect after We have accepted the risk under the Proposal Form and is as specified in the Master Policy Schedule.
- 28. <u>Nomination</u> is the process of nominating a person(s) in accordance with provisions of Section 39 of the Insurance Act, 1938 as amended from time to time.
- 29. <u>Nominee/s</u> means a person nominated by the Member to receive the applicable Benefit/(s) under this Policy in case of death of the Member and whose name is mentioned in the Certificate of Insurance / Register of Insured Members.
- 30. Non-Employer-Employee Group means group other than employer-employee, where a clearly evident relationship between the Member and the Master Policyholder, for services other than insurance, exist.
- 31. Policy End Date means the date of completion of the Policy Term as specified in the Policy Schedule.

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- 32. <u>Policy Renewal Date</u> means date in case of One Year Renewable scheme, on which the Master Policy is due for renewal as stated in the Master Policy Schedule or any **Change of Policy Renewal date** as specified in Clause 7 of Part C of this Policy Document.
- 33. Policy Term means the tenure of this Policy as specified in the Policy Schedule.
- 34. <u>Policy Year or Coverage Year</u> means a period of twelve (12) consecutive months starting from the Master Policy Commencement Date or Risk Commencement Date respectively and ending on the day immediately preceding the following Policy anniversary date / Insurance Coverage anniversary date and each subsequent period of twelve (12) consecutive months thereafter, if applicable.
- 35. <u>Premium/s</u> means the contractual amount payable by the Master Policyholder or the Insured Member during the Premium Payment Term on the Premium due date as set out in the Master Policy Schedule or Certificate of Insurance or Register of Insured Members, as applicable, to secure the Benefits under this Policy. Applicable tax, cess and other levies if any are payable in addition.
- 36. <u>Premium Payment Term (PPT)</u> means the period in years or months during the Policy Term / Member Coverage Term in which Premiums are payable by the Policyholder / Insured Member under the Policy, as specified in the Master Policy Schedule / Certificate of Insurance / Register of Insured Members.
- 37. <u>Proposal</u> Form means the form filled in and completed by You for the purpose of obtaining Insurance Coverage under this Master Policy.
- 38. Register of Insured Members means a record maintained by Us or the Master Policyholder containing details of each Insured Member including but not limited to unique identification number or membership number, name, Age, gender, Beneficiary, Entry Date, Premium payable, Premium Payment Term and instalment Premium due date (if applicable), Benefit options chosen and Sum Assured under various Benefit options, as applicable and any special conditions applicable to the Insured Member.
- 39. Regular Pay means the Premium Payment Term is equal to Policy Term / Member Coverage Term and as specified in Master Policy Schedule / Certificate of Insurance/Register of Insured Members.
- 40. <u>Reinstatement/Revival</u> means restoration of Insurance Coverage under a Master Policy or Certificate of Insurance, which is in Lapsed Status due to non-payment of due Premium, to In-Force status subject to terms and conditions of the Master Policy or Certificate of Insurance and as specified in Clause 8 of Part D.
- 41. Risk Commencement Date (or Date of Commencement of Risk or Effective Date of Coverage) means the date on which the Insurance Coverage under the Master Policy in respect of the Insured Members commences which will be later of the date of realization of the full Premium by Us or the date of underwriting decision communicated by Us or the date specified towards the respective Insured Member in the Register of Insured Members.
- 42. <u>Single Pay</u> means the Policy / Insurance Coverage in which the Premium for the chosen Policy Term / Member Coverage Term is paid only once at the time before Master Policy Commencement Date / Risk Commencement Date for members, as applicable.
- 43. <u>Scheme Rules / Rules of Scheme</u> means the rules that may be framed by the Master Policyholder for the scheme and approved by Us from time to time, governing the grant of Benefits to the Insured Members of the scheme.
- 44. <u>Sum Assured</u> means an absolute amount of Benefit which is guaranteed to become payable on the occurrence of Death of Insured Member (lumpsum Sum Assured in case of Death Benefit) or other insured events with respect to inbuilt optional Benefits chosen, if any, in accordance with the terms and conditions of this Policy and is specified as such in the Certificate of Insurance or Register of Insured Members.

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- 45. <u>Surrender</u> means complete withdrawal/ termination of the Master Policy or exit by the Member from the Master Policy before completion of Policy Term / Member Coverage Term, as the case may be, at the request of the Master Policyholder or the Member, as applicable.
- **46.** <u>Total Premiums Paid</u> means total of all the Premiums received, excluding any extra Premium, any rider premium and taxes.
- 47. <u>Unexpired Risk Premium Value (Surrender Value)</u> means an amount, if any, that becomes payable in case of Surrender, in accordance with the terms and conditions of the Policy as mentioned in Part D.
- 48. "We", "Us", "Our" "Ours", "Acko" "Acko Life" "Acko Life Insurance", "Insurer" and "Company" refers to Acko Life Insurance Limited.
- 49. <u>"You", "Your", "Yours"</u> refers to the Master Policyholder named in the Master Policy Schedule and the Insured Member named in the Certificate of Insurance (if applicable).

#### 1.2. Interpretations

- i. References to the masculine or the singular will include references to the feminine and the plural, and vice versa.
- ii. References to any statute or statutory enactment shall include re-enactment or amendment to the same.
- iii. Section headings are for ease of reference only and have no interpretive value.
- iv. Reference to days, unless context otherwise requires, means calendar days only.

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## PART B

#### 1. ELIGIBILITY CRITERIA FOR AN INSURED MEMBER

- a) A person shall be eligible to become an Insured Member ("Eligible Member") if such person is:
  - i) above or equal to the minimum Age at Entry Date and below or equal to the maximum Age at Entry Date as specified in the Master Policy Schedule.
  - ii) Employees or contract staff or part time staff in case of Employer Employee (EE) groups.
  - iii) The Person forms part of the specified Group having a clearly evident relationship between him/her and the Master Policyholder.
  - iv) For Employer-employee group, satisfies the "Actively at Work" clause, which means that the employee meets both the conditions listed below:
    - the employee shall not be absent on the grounds of ill health or maternity leave at the time of joining the Group Insurance Scheme.
    - should not have availed any leave on the grounds of ill-health for a continuous period of 15 days or more in the year preceding his/her admission into the Group Insurance Scheme.
- b) We will cover an Eligible Member from the Risk Commencement Date provided that:
  - i) We have received the Premium along with applicable taxes for such Eligible Member; and
  - ii) The Eligible Member satisfies underwriting criteria as per Our prevailing underwriting policy; and
  - iii) We have received all documentation in respect of that Eligible Member as required.
  - iv) The Eligible Member fulfils Eligibility Criteria as mentioned in Clause 1(a) above of this Part C.

### 2. MEMBERSHIP PROVISIONS

- a) An Eligible Member will become an Insured Member only when We or the Master Policyholder has entered the member's details into the Register of Insured Members and as per the provisions defined in the Scheme Rules (if applicable), subject to terms and conditions of this Policy.
- b) Any Member shall have only one /single enrolment under the Master Policy unless agreed by the Company
- c) Master Policyholder is responsible for providing the data on the Insured Members and for ensuring that it is accurate. Master Policyholder shall intimate Us of any change in the details of the Insured Members and addition of new member(s) and deletion of the Insured Member(s) in any month, within timelines as mentioned in the Scheme Rules.
- d) Master Policyholder agrees to indemnify and hold Us harmless from and against any and all losses, costs, expenses, actions or proceedings suffered by Us in relation to any error or deficiency in or in respect of providing the data on Members.
- e) We may seek additional information and/or documentation in respect of any Insured Member at any time. If the information and/or documentation for such Insured Member is not received by Us within timelines as mentioned in the Master Policy/ Scheme Rules, the name of the Insured Member shall be deemed to have been removed from the Register of Insured Members effective from the date of Our request of such information and/or documentation, and the Certificate of Insurance issued, if any, shall no longer be valid.

#### 3. INSURANCE COVERAGE UNDER MASTER POLICY

- a) We may provide Insurance Coverage to a person under this Master Policy who satisfies the eligibility criteria as provided in Clause 1 and 2 above in this Part C.
- b) Every Member or Master Policyholder on behalf of Member shall produce evidence of insurability in the form and manner as prescribed by Us before effecting the Insurance Coverage on Member under this Master Policy or before effecting any change in the terms of Insurance Coverage extended including increase/decrease in Sum Assured, if any.
- c) After the Master Policy Commencement Date or the Policy Renewal Date, an Eligible Member can become an Insured Member only after due intimation to Us and submission of all information and details in the form and manner specified by Us along with requisite Premium amount including applicable taxes.
- d) The Company shall have the right to vary the terms and conditions of the Master Policy including the Premium payable for new Members or to discontinue adding new Members to/terminate the Master Policy, by giving a written notice of 30 days in advance. In case the Policy is terminated for any reason,

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the Company shall continue to cover the risk for lives of Members covered under the Policy till such termination subject to receipt of Premiums for the continuing Members as and when due.

#### 4. BENEFIT

#### 4.1 Death Benefit

Subject to Section 2 and 3 of Part D and Section 2 of Part F and of this Policy, if this Policy and Insurance are in force, then, upon death of the Member during the Period of Coverage, We shall pay the Death Benefit as specified in the Certificate of Insurance or as agreed with the master policyholder in PART A above.

## 4.2 Maturity Benefit, Survival and Paid-up Benefit

No maturity, survival or paid-up benefits are payable under the Policy.

#### 5. PREMIUM

- 5.1 The Master Policyholder/Member, as the case may be, shall ensure that all due Premiums as calculated by the Company are paid in full, on each instalment Premium due date as per the In-Force Premium paying frequency or on Master Policy Commencement Date or Policy Renewal Date, as applicable. The Master Policyholder shall pay the Premium for new Members as per the Premium paying frequency selected on Processing Date or shall keep an advance deposit with Us.
- 5.2 Subject to the Policy discontinuance and Revival or Reinstatement provisions, We must receive all due Premiums in order for the Insurance Coverage with respect to a Insured Member to remain In Force.
- 5.3 The Insurance Coverage for the Members in respect of whom the Premium has been so calculated would commence on receipt of the full Premium respect of such Members and on acceptance of risk on underwriting, if any, by Us
- 5.4 The Premium is subject to applicable taxes levies and cesses, which shall be entirely borne by the Master Policyholder/ the Member, as the case may be.
- 5.5 For Premium payment frequency other than annual, instalment Premiums paid are calculated by applying the below modal factor to annual premium. Please note, this is available only to employer employee groups. For non-employer employee groups only single premium payment option is available:

Premium Paying Frequency	Modal Factor
Half - Yearly	51% of Annualised Premium
Quarterly	26% of Annualised Premium
Monthly	8.75% of Annualised Premium

## 6. **GRACE PERIOD** (applies to Master Policyholder and Insured Member)

In the event where the Master Policyholder or Insured Member (as applicable) fails to pay the due Premium on the instalment Premium due date, We will allow a Grace Period to pay the due Premium while continuing the applicable Insurance Coverage and Benefits under it. After the expiry of the Grace Period without receipt of the Premium in full, the Benefits under Master Policy/Insurance Coverage for the respective Insured Member(s), as the case may be, shall lapse and all Our liability shall immediately and automatically cease. A Grace Period of 15 days in respect of monthly Premium payment frequency and 30 days in other applicable frequencies from the instalment Premium Due Date shall be provided for one year renewable term (except for annual premium payment frequency in one year renewable term in which Grace Period shall not be applicable) and Regular Pay Policy for paying overdue Premium to Us without any penalty/late fee during which Death Benefit and all the chosen inbuilt optional Benefits, if any, under Master Policy/Insurance Coverage of Insured Member will be considered to be In Force with the risk cover without any interruption as per the terms of the Master Policy.

If the contingent event of Death covered under this Policy (and as applicable to Member) occurs during

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the Grace Period, Benefits as applicable shall be payable as mentioned under Part C subject to receipt of unpaid Premium for Master Policy, where Premium is paid by the Master Policyholder.

However, in a Policy, where Premium is paid by the Member, the applicable Benefit shall be payable subject to deduction of unpaid due Premium for the respective Member. In case the Premium which was due with respect of any Insured Member, is collected by the Master Policyholder within Grace period but is not remitted to Us for some reason, then the Insurance Coverage for such Insured Member will continue even on expiry of Grace period, provided Member has the receipt of payment of such Premium to the Master Policyholder within Grace Period. The Company reserves the right to recover such Premium from the Master Policyholder.

### 7. CHANGE OF POLICY RENEWAL DATE:

The Master Policyholder shall have the option to modify the Policy Renewal Date at any time during the Policy Term. Premium applicable from the modified Policy Renewal Date will be calculated based on the latest data provided, adjusting for the Premium for the unexpired period up to the original Policy Renewal Date on a pro-rata basis.



#### **PART C**

#### 1. SURRENDER BENEFIT

- 1.1 In case of Surrender of the Master Policy by the Master Policyholder, the Members (other than EE group) shall have an option to continue the Insurance Coverage till the end of the Member Coverage Term. Such Insurance Coverage with the applicable Benefits shall continue with the same terms and conditions as the original Insurance Coverage with respect to such Members under Master Policy and Company/intermediary, if any, shall continue to be responsible to serve such Members till their Insurance Coverage is terminated. Unexpired Risk Premium Value (Surrender Value) for such Members opting to continue the Insurance Coverage shall not be paid out.
- 1.2 Following Unexpired Risk Premium Value (Surrender Value) shall be payable on Surrender:

Single Pay and OYRGTA	In case of Surrender of the Master Policy or Member's Insurance Coverage, an amount equal to 90% of the Single Premium adjusted for the unexpired duration of the Policy Term or Member Coverage Term of the discontinuing Members, as applicable, would be payable.  The formula shall be as given below:  90% * Installment Premium * (Unexpired Period of Coverage in months (based on premium payment mode) on the date of Surrender^ / Total Period of Coverage in months (based on premium payment mode)) * (Sum Assured applicable on the date of Surrender^ / Sum Assured on the Date of Commencement of Risk /Effective Date of Coverage)  ^ Ignoring fraction of a month  ^ As per the schedule mentioned in the Certificate of Insurance  If Master Policy under EE group is surrendered, Stamp duty paid will be deducted from the above surrender value.
Regular Pay	In case of Surrender of the Master Policy or Member's Insurance Coverage, an amount equal to 90% of the instalment Premium adjusted for the unexpired duration of the Policy Term or Member Coverage Term, as the case may be, for which the instalment Premium was applicable in respect to discontinuing Members shall be payable.  90% * Installment Premium * (Unexpired Period of Coverage in months (based on premium payment mode) on the date of Surrender^ / Total Period of Coverage in months (based on premium payment mode)  ^ Ignoring fraction of a month  If Master Policy under EE group is surrendered, Stamp duty paid will be deducted from the above surrender value.  **means the Annual Premium multiplied by the modal factors.

<sup>&</sup>quot;Installment Premium" means the Annual Premium multiplied by the modal factors.

- 1.3 During the Period of Coverage, a Member may at any time request for the surrender of his Insurance by making a written request through the Master Policyholder or directly to Us. Upon receipt of such a written request and provided We have not received a claim request for Death Benefit under Section 1 of Part C of this Policy for such Member, We shall pay the Surrender Value to the Member, as mentioned in point 1.2 above.
- 1.4 Upon receipt of a valid surrender request from the Member, the Insurance in respect of such Member shall cease and on payment of the Surrender Value as per Section 1.1 above, all benefits and rights under this Policy and/or Certificate of Insurance in respect of such Member shall automatically cease.
- 1.5 Payment of the Surrender Value under this Policy paid to a Member shall constitute a valid discharge of Our liability in respect to such Member, under this Policy.

#### 2. PAYMENT OF DEATH BENEFIT

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- 2.1 Subject to Sections 1 of Part C, 4 of Part D and 2 of Part F of this Policy, the Death Benefit is payable under this Policy only on submission of satisfactory proof of the Member's death to Us by the Master Policyholder, subject to the Policy and Insurance remaining in force. The Death Benefit under this Policy shall be payable to:
  - i. Nominee(s), where a valid nomination has been recorded and registered with the Master Policyholder in the Register of Members in accordance with Section 6 of Part F of this Policy; or
  - ii. proving executors, administrators or other legal representatives who have obtained representation to the Member's estate from a competent court, if the Nominee is not living at that time; or
  - iii. such person or persons as directed by a court of competent jurisdiction in India, limited at all times to the monies payable under this Policy.
- 2.2 No Death Benefit under this Policy is payable, if the date of death of the Member precedes (exceeds) the Entry Date (expiry date) of that Member.
- 2.3 Any Death Benefit/ claim payments under this Policy shall be made in Indian rupees by Us or in any other currency in accordance with the applicable guidelines issued by the Reserve Bank of India from time to time.
- 2.4 Once the Death Benefit under this Policy is paid to the Beneficiary, the same shall constitute a valid discharge in respect of such Member of Our liability under this Policy.

## 3. TERMINATION

### 3.1 **Termination of Master Policy**:

This Master Policy will terminate on the occurrence of the earliest of the following events:

- i. the date on which We receive a Freelook cancellation request; or
- ii. if the Policy in Lapsed Status has not been revived / reinstated; or
- iii. the date of payment of the Unexpired Risk Premium Value (Surrender Value) under the Policy; or
- iv. on the expiry of the Policy Term or on Policy Renewal Date, unless not revived / reinstated subject to term and conditions of Policy.

This Master Policy may be terminated by either You or by Us, by giving 30 days prior written notice. Upon termination of this Policy, no new enrollment forms for the Eligible Members will be accepted by Us. You will not add any new Eligible Member in the Register of Insured Members, from the date of such termination.

## 3.2 Termination of Member's Cover under this Master Policy:

An Insured Member's Insurance Coverage under the Policy shall terminate upon the occurrence of the earliest of the following:

- i. the date on which We receive a Freelook cancellation request from the Insured Member (for Non Employer-Employee Group) or
- ii. the date on which We receive a Freelook cancellation request from the Master Policyholder (in case of Employer-Employee group);
- iii. the Insured Member ceases to be an Eligible Member;
- iv. Coverage End Date;
- v. on Policy End Date (if Policy is not renewed further)
- vi. in case of the death of the Insured Member;
- vii. on the date of payment of Surrender Benefit on Member leaving the scheme before completion of Member Coverage Term;
- viii. On expiry of Revival period for Member's Insurance Coverage in Lapsed Status
- ix. if the Insured Member attains the Age more than maximum Age at maturity

# 4. FREE LOOK PERIOD

The Master Policyholder and/or the Member have a period of 30 (Thirty) days from the date of receipt of this Policy and/or the Certificate of Insurance, as the case may be, to review the terms and conditions of this Policy and/or the Certificate of Insurance. If the Master Policyholder and/or the Member disagrees to any of the terms or conditions of this Policy, the Master Policyholder or the Member, as the case may be,

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has an option to return this original Policy or original Certificate of Insurance to Us by stating the objections/reasons for such disagreement. Upon return of this Policy by the Master Policyholder or the Certificate of Insurance by the Member, this Policy or Insurance as specified in the Certificate of Insurance shall terminate forthwith and all rights, benefits and interests under this Policy shall cease. We will only refund the Premiums received by Us, after deducting the proportionate risk Premium for the period of cover, charges of stamp duty paid and the expenses incurred on medical examination of the Members, if any.

### 5. POLICY LOAN

This Policy does not offer a loan facility.

#### 6. ADDITION OF MEMBER

The Master Policyholder can choose to add new Members by paying the Premium for the Member Coverage Term for such Member. The Master Policyholder should inform or intimate the Company with the list of new joiners preferably within 45 days from the date of new joiners becoming eligible to be admitted under this Master Policy. The Risk Commencement Date for the new joiners shall be the date of joining of the Eligible Member or the date of intimation to Us, whichever is earlier. The Company shall communicate its decision on addition of Eligible Member based on its then prevailing underwriting policy. In case of inadequate Premium, the Insurance Coverage will begin from the date of receipt of the full Premium. Premium shall be deposited in advance for addition of new Members. The Premium charged shall be proportionate to the unexpired duration of the Policy Term / Policy Year, as applicable. Any applicable levies, taxes, duties or surcharges will also be charged. We will have the right to discontinue addition of new Members by giving a notice of 30 days to the Master Policyholder of this effect.

## 7. DELETION OF MEMBER

In case a Member leaves the scheme during the Member Coverage Term (due to reasons other than death), where Master Policyholder has paid the Premium, the Company will refund the pro-rata Premium to the Master Policyholder. The Master Policyholder should inform the Company of deletions for Members leaving the scheme. Such Members' Insurance Coverage will cease from the date of leaving the scheme. Member who has paid the Premium for his/her Insurance Coverage leaves the scheme, such Member shall continue his/her Insurance Coverage as per original terms and conditions of the Master Policy unless such Member informs the Company about discontinuance of the Insurance Coverage.

## 8. REVIVAL AND REINSTATEMENT

- a. If due premiums (for other than Single Premium) are not paid within the Grace Period the policy moves to Lapse Status. The policy may be reinstated for full benefits, within five years from the date of the first unpaid premium, or Policy End Date as per this agreement, whichever is earlier.
- b. The reinstatement will be considered on receipt of written application from the policyholder along with the proof of continued insurability of life assured and on payment of all overdue premiums with interest. The reinstatement of the base policy will be affected as per the prevailing board approved underwriting policy (BAUP) of the company. The interest will be charged at a rate declared by the company from time to time.
- c. The company has a policy on the Revival Interest Rate and the interest rate charged shall be communicated to the policyholder on 1st April of each Financial Year.
- d. Please note, reinstatement is applicable only for policies other than Single Pay, which will be offered to Employer- Employee groups only.

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# PART D

# **POLICY CHARGES**

## APPLICABLE FEES/ CHARGES UNDER THE POLICY

This Policy is a non-linked non-participating group pure risk premium life insurance plan and therefore, Part E is not applicable to this Policy.

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### **PART E**

### **GENERAL TERMS AND CONDITIONS**

### 1. ELIGIBILITY, PARTICIPATION AND TERMINATION

#### 1.1 Eligibility

- 1.1.1. A person shall be eligible to be a Member, if such person fulfills all the conditions specified below in addition to those specified in the Schedule:
  - i. is a natural person;
  - ii. is between 18 (Eighteen) years and 65 (Sixty Five) years (both inclusive) of Age on the Date of Commencement of Risk /Effective Date of Coverage or the Entry Date and will not be more than 70 (Seventy) years of Age on the date the Insurance expires; and
  - iii. the proposed Period of Coverage on the Date of Commencement of Risk /Effective Date of Coverage or the Entry Date is not less than 1 (One) month.

#### 1.2 Participation

- 1.2.1 An Eligible Member may apply to Us through the Master Policyholder by completing the following procedure:
  - i. by submitting an enrollment form for membership and satisfactory evidence of insurability through the Master Policyholder to Us; and

#### 2 CLAIM

2.1 Subject to Section 4 of Part D and Section 9 of Part F of this Policy and this Policy and Insurance remaining in force, the Master Policyholder with respect to any Member must notify Us in writing of the happening of the Insured Event, at the earliest. The claim should be registered with Us at the address mentioned below or any other office of the Company:

## Claims Department,

ACKO LIFE INSURANCE LIMITED.,

36/5, Hustle Hub One East, Somasandrapalya,

27th Main Road, Sector 2, HSR Layout, Somasandrapalya HSR 2nd Sector Bus Stop,

Bengaluru, Bengaluru Urban, Karnataka, 560102

- 2.2 Upon receipt of satisfactory proof of the happening of the Insured Event and its cause, We shall process the claim request under this Policy. For processing a claim request under this Policy, We will require all of the following documents:
  - i. claimant's statement in the prescribed form;
  - ii. Certificate of Insurance, if applicable;
  - iii. Copy of original death certificate issued by the local/municipal authority;
  - iv. identity proof of the Member and the Nominee(s) bearing their photographs and signatures along with cancelled cheque/NEFT mandate/Bank Account details of claimant; and
    - v. any other documents or information required by Us for assessing and approving the claim request.
- 2.3 We reserve the right to scrutinize the documents submitted by the claimant and/or investigate the cause of death of the Member and repudiate the claim partially or completely on the basis of Our scrutiny of the documents or investigation, as the case may be. We shall only pay the appropriate Death Benefit under this Policy subject to Our satisfaction:
  - i. that the Death Benefit has become payable as per the terms and conditions of this Policy; and
  - ii. of the bonafides and credentials of the person(s) claiming the Death Benefit under this Policy.
- 2.4 Any person claiming the Death Benefit under this Policy can download the claim request documents from Our website <a href="www.acko.com/life">www.acko.com/life</a> or can obtain the same from our office or writing to us at <a href="claim.life@acko.com">claim.life@acko.com</a>.
- 2.5 In case of lender-borrower groups i.e. (i) Reserve Bank of India (RBI) regulated Scheduled Banks (including Co-operative Banks), (ii) Non-Banking Financial Companies (NBFCs) having Certificate of Registration from RBI, (iii) National Housing Board (NHB) regulated Housing Finance Companies, (iv) National Minority Development Finance Corporation (NMDFC) and its State Channelizing Agencies, (v) Small Finance Banks

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regulated by RBI, (vi) Mutually Aided Cooperative Societies formed and registered under the applicable State Act concerning such Society, (vii) Microfinance Companies registered under Section 8

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of the Companies Act, 2013, or (viii) any other entity as may be approved by the IRDAI, the following conditions shall apply to claims payments under the Policy:

- 2.5.1 We may make the payment of outstanding loan balance amount to You by deducting from the claim proceeds payable under the Policy, in accordance with the IRDAI guidelines as amended from time to time provided the Members provide authorisation to do so. The Members may provide the said authorisation either on the Entry Date or at a later date. The balance of the claim proceeds (if any) will be made to the Claimant;
- 2.5.2 You shall provide us details of the credit account statement with respect to the Members as per the guidelines issued by IRDAI from time to time.

#### 2.5.3 We reserve the right to:

- 2.5.3.1 audit or cause an audit into the accuracy of the credit account statements of the Members in respect of which claims will be settled, on completion of every financial year and shall audit or cause an audit into the accuracy of the credit account statement of the deceased Members furnished by You or conduct a surprise inspection of Your books and records at least once a year to ensure total compliance with applicable IRDAI group circular/guidelines; or
- 2.5.3.2 You shall provide a certification from Your internal statutory auditors regarding the compliance to the applicable IRDAI group circular/guidelines that the outstanding loan balance being shown in the credit account statement/claim discharge form is correct as per the conditions governing the credit account/loan account.

#### 3. PREMIUM RATES

- 3.1 We reserve the right to revise the Premium rate from time to time during the Policy Term by giving a written notice of not less than 30 (Thirty) days to the Master Policyholder.
- 3.2 The revised Premium rates will only be applicable to Eligible Members who will be covered under this Policy, after the effective date of revision of the Premium rates by Us.

### 4. TAXES

- 4.1 All applicable taxes, cesses and levies on this Policy shall be entirely paid by the Master Policyholder. If any imposition (tax or otherwise) is levied on Us by any statutory or administrative body under this Policy, We reserve the right to claim the same from the Master Policyholder. Alternatively, We have the right to deduct the amount from the Premium paid or payable by the Master Policyholder or from the Death Benefit payable by Us under this Policy
- 4.2 Tax benefits and liabilities under the Policy are subject to prevailing tax laws. Tax laws and the benefits arising thereunder are subject to change. You are advised to seek an opinion of Your tax advisor in relation to applicable tax benefits and liabilities.

#### 5 CERTIFICATE OF INSURANCE

- 5.1 We shall issue in the name of each Member (for other than employer-employee groups), an individual Certificate of Insurance certifying that the person named therein has become a Member under this Policy.
- 5.2 In the event of any inconsistency or contradiction between the terms and conditions of this Policy and the Certificate of Insurance, the terms and conditions contained in this Policy will prevail.

# 6 REGISTER OF MEMBERS

- 6.1 Under this Policy, the Master Policyholder shall always keep a record of all material information with respect to each Member including the Member's name, gender, Age, date of birth, address Date of Commencement of Risk /Effective Date of Coverage or Entry Date, Certificate of Insurance number, Death Benefit Option, original loan repayment schedule, moratorium option, moratorium period, Expiry Date, the Death Benefit payable, Period of Coverage, Nominee, Nominee's relationship with the Member, Nominee's age, Nominee's address, appointee (in case of minor Nominee) details, appointee's relationship with the Nominee, appointee's address and other pertinent information, as may be necessary to carry out the terms and operation of this Policy, in the Register of Members.
- 6.2 In the event the Register of Members is amended, such an amendment shall become effective only after

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Our approval of the same. Any amendment to the terms and conditions of this Policy on account of any amendment to the Register of Members shall be given effect to by issuance of appropriate endorsements to the Policy issued by Us and signed by Our authorized officer.

6.3 The Master Policyholder shall furnish to Us all information, documentation and evidence which We may require with regard to any matter pertaining to this Policy. All documents furnished to the Master Policyholder by any Member in connection with the Insurance and other records which may have a bearing on the Insurance under this Policy, shall be informed to Us and shall be open for Our inspection at all reasonable times.

#### 7 SUICIDE EXCLUSION

- 7.1 Notwithstanding anything stated herein, if a Member commits suicide, whether sane or insane, within 1 (One) year from the Date of Commencement of Risk /Effective Date of Coverage or Entry Date, as the case may be, such Member's Insurance shall cease immediately and no Death Benefit is payable under this Policy in relation to such Member. In such an event, We will only refund the Premium received by Us (inclusive of extra premiums and excluding taxes, if any) in respect of such Member, without interest and after deducting the proportional expenses incurred by Us for the grant of Insurance. However, the refund of the Premium by Us in no case shall be less than 80% (Eighty Percent) of the Premium received by Us in respect of such Member.
- 7.2 In case of schemes, where the Insurance Coverage is compulsory, suicide exclusion will not be applicable.

## **8 DECLARATION OF CORRECT AGE**

Declaration of the correct Age of the Member(s) is important for Our underwriting process, before issuance of this Policy and/or Certificate of Insurance(s). The Premiums are calculated on the basis of the Age of the Member(s). If the Age declared in the Proposal Form and/or Member enrollment application form is found to be incorrect anytime during the Policy Term and/or Period of Coverage at the time of claim, then subject to Section 9 of Part F of this Policy, We may at Our discretion:

- i. cancel the Policy and/or the Certificate of Insurance and pay the Surrender Value; or
- ii. adjust the Premium payable by the Master Policyholder/ the Member or Death Benefit payable to the Beneficiary, based on the true Age and/or gender of the Member.

## 9. FRAUD, MISREPRESENTATION AND FORFEITURE

Fraud, misrepresentation and forfeiture would be dealt with in accordance with provisions of Section 45 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (1) for reference].

#### 10 NOMINATION

Nomination is allowed as per Section 39 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure – (2) for reference].

## 11 ASSIGNMENT

Nomination is allowed as per Section 38 of the Insurance Act, 1938 as amended from time to time. [A leaflet containing the simplified version of the provisions of the above section is enclosed in Annexure - (3) for reference].

# 12 ADMINISTRATIVE AND JUDICIAL INTERVENTION

If any administrative or judicial body imposes any condition on this Policy for any reason, We are bound to follow the same which may include suspension of the Death Benefit payable and obligations under this Policy.

#### 13 TRAVEL AND OCCUPATION

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There are no restrictions on travel or occupation under this Policy.

#### 14 ELECTRONIC TRANSACTIONS

The Master Policyholder will adhere to and comply with all such terms and conditions as prescribed by Us from time to time, and all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or any combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by Us or on Our behalf, for and in respect of this Policy, or in relation to any of Our products and services, shall constitute legally binding and valid transactions when executed in adherence to and in compliance with the terms and conditions for such facilities, as may be prescribed by Us from time to time.

#### 15 AMENDMENT

No amendments to this Policy will be effective, unless such amendments are expressly approved in writing by Us.

#### 16 FORCE MAJEURE

If Our performance or any of Our obligations are in any way prevented or hindered as a consequence of any act of God or State, strike, lock out, legislation or restriction by any government or any other authority or any other circumstances beyond Our anticipation or control, the performance of this Policy shall be wholly or partially suspended during the continuance of such force majeure.

### 17. COMMUNICATION & NOTICES

- 17.1 Our contact details are mentioned in the Schedule. For any updates, please visit Our website <a href="https://www.acko.com/life.">www.acko.com/life.</a>. The Master Policyholder and/or the Member should mention the correct Policy number for all communication(s) made to Us and for all Premium remittances made by the Master Policyholder.
- 17.2 All notices meant for Us must be in writing and delivered to Our address as mentioned in Part G of this Policy, or such other address as We may notify from time to time.
- 17.3 All notices meant for the Master Policyholder/Member will be in writing and will be sent by Us to the Master Policyholder's/Member's address as shown in the Schedule/ Certificate of Insurance by posting the same through e- mail/electronic mode or hand delivery. If the Master Policyholder/ Member/ Nominee change their address, the Master Policyholder/Member/Nominee must notify Us immediately and should ensure that the updated information has reached Us. Failure in timely notification of change of address could result in a delay in processing of benefits payable under the Policy.

### **18. AUDIT:**

In compliance with the Regulatory requirement prescribed by IRDAI as per the extant regulations/guidelines/circulars, as amended from time to time, the Company may cause the Master Policyholder to annually audit and provide Auditor Certificate for below as may be applicable:

- In regard to the accuracy of the Credit account statements of the Insured Members in respect of
  which claims were settled on the completion of every financial year in respect of outstanding loan
  balance being shown in the credit account statement/claim discharge form being correct and if
  required the Company can conduct the Audit itself.
- In regard to the books and records of the Non-Employee-Employer Master Policyholders confirming compliance with this Circular

If required, the Company may carry out on its own such inspection/audit directly or through its identified auditors.

### 19. GOVERNING LAW AND JURISDICTION:

- 19.1 Indian law shall govern this Policy and the relationship between the Master Policyholder and Us.
- 19.2 This Policy, and all rights, obligations and liabilities arising hereunder, shall be enforced in accordance with the laws of India.

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19.3 The competent courts in Bangalore, Karnataka shall have exclusive jurisdiction in all matters and causes arising out of this Policy.

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#### **PART F**

### GRIEVANCE REDRESSAL MECHANISM AND OMBUDSMAN DETAILS

### DISPUTE REDRESSAL PROCESS UNDER THE POLICY

1. All consumer grievances and/or queries may be first addressed to Our customer helpdesk as mentioned below or the office as mentioned in the Schedule:

Group Business Operation, Acko Life Insurance Limited, 36/5, Hustle Hub One East, Somasandrapalya, 27th Main Road, Sector 2, HSR Layout, Somasandrapalya HSR 2nd Sector Bus Stop, Bengaluru, Bengaluru Urban, Karnataka, 560102

Helpline No: 1800 210 1992 Email: support.life@acko.com

- In case the Complainant is not satisfied with the decision or has not received any response within 5 (five) days:
  - 2.1 Complainant may file a written complaint with full details of the complaint and contact information to the following official for resolution:

Grievance Redressal Officer. Acko Life Insurance Limited 36/5, Hustle Hub One East, Somasandrapalya, 27th Main Road, Sector 2, HSR Layout, Somasandrapalya HSR 2nd Sector Bus Stop, Bengaluru, Bengaluru Urban, Karnataka, 560102 Helpline No - 1800 210 1992 Email:grievance.life@acko.com

2.2 The complainant or his legal heirs may approach the Grievance Cell of the IRDAI on the following contact details:

IRDAI Grievance Call Centre (IGCC) Toll Free No:155255 or 1800 4254 732 Email ID: complaints@irdai.gov.in

- 2.3 The Complainant can also register the complaint online at https://bimabharosa.irdai.gov.in/
- 2.4 The Complainant can also register the complaint through fax/paper by submitting their complaint to:

General Manager

Insurance Regulatory and Development Authority of India(IRDAI)

Policyholder's Protection & Grievance Redressal Department - Grievance Redressal Cell.

Sy.No.115/1, Financial District, Nanakramguda,

Gachibowli, Hyderabad - 500 032.

Ph: (040) 20204000

- In case the is not satisfied with Our decision, or have not received any reply from Us within a period of 1 (One) month, or rejection of complaint by Us, the Master Policyholder/Member or his legal heirs or nominee, or assignee may approach the Insurance Ombudsman at the address mentioned in Annexure A or at the website <a href="https://irdai.gov.in/">https://irdai.gov.in/</a> or on Council of Insurance Ombudsmen https://www.cioins.co.in, if the grievance pertains to:
  - i. delay in settlement of a claim beyond the time specified in the regulations framed under the Insurance Regulatory and Development Authority of India Act, 1999;
  - ii. any partial or total repudiation of a claim by Us;

  - iii. dispute over Premium paid or payable in terms of the Policy; or iv. misrepresentation of Policy terms and conditions at any time in the Policy document or Policy contract;
  - v. dispute on the legal construction of the Policy in so far as such dispute relate to a claim;
  - vi. Policy servicing by Us, Our agents or intermediaries;
  - vii. issuance of policy, which is not in conformity with the proposal form submitted by You;
  - non issuance of any Policy after receipt of the Premium.
  - any other matter resulting from non-observance of or non-adherence to the provisions of any regulations made by the IRDAI with regard to protection of policyholders' interests or otherwise, or of any circulars, Guidelines or instructions issued by the IRDAI or of the terms and conditions of the policy contract, in

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so far as they relate to issues mentioned in this para 3 above.

4. As per Rule 14 of the Insurance Ombudsman Rules, 2017, a complaint to the Insurance Ombudsman can be made only within a period of 1 (One) year after receipt of Our rejection of the representation or after receipt of Our decision which is not to Your satisfaction or if We fail to furnish reply after expiry of a period of one month from the date of receipt of the written representation of the complainant, provided the complaint is not on the same matter, for which any proceedings before any court, or consumer forum or arbitrator is pending.



#### **Annexure A**

### **List of Insurance Ombudsman**

**AHMEDABAD** - Office of the Insurance Ombudsman, 6<sup>th</sup> Floor, Jeevan Prakash Bldg, Near S.V College, Relief Road, Tilak Marg, Ahmedabad-380 001, Gujarat. Tel.:- 079-25501201/02 Email: oio.ahmedabad@cioins.co.in.

**BENGALURU** - Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, No.19/19, 24th Main Road, 1<sup>st</sup> Phase, J.P Nagar,, Bengaluru – 560 078. Tel.: 080-26652049/48 Email: oio.bengaluru@cioins.co.in.

**BHOPAL** - Office of the Insurance Ombudsman, LIC of India Zonal Office Bldg, 1st Floor, South Wing, Jeevan Shikha, opp. Gayatri Mandir, 60-B, Hoshangabad Road, Bhopal – 462 011 Tel.:- 0755-2769201 / 200 / 202 / 203 Email: oio.bhopal@cioins.co.in

**BHUBANESWAR** - Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneshwar-751 009. Tel.:-0674-2596461/455/429/003 Email: oio.bhubaneswar@cioins.co.in

CHANDIGARH - Office of the Insurance Ombudsman, Jeevan Deep, Ground Floor, LIC of India Bldg, SCO 20-27, Sector 17-A, Chandigarh -160 017 Tel.:- 0172-2706468/ 2707468/ 2773101/ 2990938 / 2706196/2772101/ 2990942 Email: oio.chandigarh@cioins.co.in

**CHENNAI**- Office of the Insurance Ombudsman, Fatima Akhtar Court, 4<sup>th</sup> Floor, 453 (Old 312), Anna Salai, Teynampet, Chennai-600 018.Tel.:- 044-24333668 /678 Email: <a href="mailto:oio.chennai@cioins.co.in">oio.chennai@cioins.co.in</a>

**DELHI**- Office of the Insurance Ombudsman, 2/2 A, 1st Floor, Universal Insurance Building, Asaf Ali Road, New Delhi-110 002. Tel.:- 011- 46013992 Email: oio.delhi@cioins.co.in

**GUWAHATI** - Office of the Insurance Ombudsman, Jeevan Nivesh Bldg, 5<sup>th</sup> Floor, Near Pan bazar, S.S. Road, Guwahati-781001 (ASSAM) Tel.:- 0361-2632204/ 2632205/2631307/ 2732937 Email: oio.guwahati@cioins.co.in

**HYDERABAD** - Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, Lane Opp.Hyundai Showroom, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel: 040-23312122 / 23376991 / 23376599 / 23328709 / 2335325 Email: oio.hyderabad@cioins.co.in

**JAIPUR-** Office of the Insurance Ombudsman, Jeevan Nidhi II Bldg, Ground Floor, Bhawani Singh Road, Ambedkar Circle, Jaipur – 302 005 Tel: 0141-2740363 Email: oio.jaipur@cioins.co.in

**KOCHI** - Office of the Insurance Ombudsman, 10<sup>th</sup> floor, LIC Bidg, Jeevan Prakash, Opp Maharaj College Ground, M.G. Road, Ernakulam, Kochi - 682 011. Tel: 0484 2358759 / 734 / 336 Email: oio.ernakulam@cioins.co.in

**KOLKATA** - Office of the Insurance Ombudsman, 7th Floor of Hindustan Building (Annex), 4, C.R. Avenue, Kolkata-700 072. Tel: 033-22124339/341 Email: oio.kolkata@cioins.co.in

**LUCKNOW-** Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-II, 6<sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, Lucknow- 226 001. Tel: 0522 -4002082 Email: oio.lucknow@cioins.co.in

**MUMBAI** - Office of the Insurance Ombudsman, 3<sup>rd</sup> Floor, Jeevan Seva Annexe, S.V. Road, Santacruz West, Mumbai 400 054. Tel: 022-69038800 / 833 / 827 / 829 / 831 / 832 Email: oio.mumbai@cioins.co.in

**NOIDA** - Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4<sup>th</sup> Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, U.P. - 201301.Tel: 0120-2514252 / 253 / 4027589 Email: oio.noida@cioins.co.in

**PATNA** - Office of the Insurance Ombudsman, 2<sup>nd</sup> Floor, Lalit Bhawan, Bailey Road, Patna – 800 001, Tel No: 0612-2547068 / 67, Email id: oio.patna@cioins.co.in

**PUNE** - Office of the Insurance Ombudsman, 3<sup>rd</sup> Floor, Jeevan Darshan, LIC of India Bldg, N.C. Kelkar Road, Narayan peth, Pune – 411 030. Tel: 020- 24471175 Email: oio.pune@cioins.co.in

**THANE** - Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West), Thane - 400 604. Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in

Note: For latest updated list of Ombudsman Office addresses, kindly visit www.acko.com/life or the Governing Body of Insurance Council's website at https://www.cioins.co.in/ or the website of IRDAI at https://irdai.gov.in/

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#### **ANNEXURE 1**

Section 45 – Policy shall not be called in question on the ground of mis-statement after three years

Provisions regarding policy not being called into question in terms of Section 45 of the Insurance Act, 1938, as amended from time to time are as follows:

- 1. No Policy of Life Insurance shall be called in question on any ground whatsoever after expiry of 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy whichever is later.
- 2. On the ground of fraud, a policy of Life Insurance may be called in question within 3 years from
  - a. the date of issuance of policy or
  - b. the date of commencement of risk or
  - c. the date of revival of policy or
  - d. the date of rider to the policy whichever is later.

For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which such decision is based.

- 3. Fraud means any of the following acts committed by insured or by his agent, with the intent to deceive the insurer or to induce the insurer to issue a life insurance policy:
  - a. The suggestion, as a fact of that which is not true and which the insured does not believe to be true;
  - b. The active concealment of a fact by the insured having knowledge or belief of the fact;
  - c. Any other act fitted to deceive; and
  - d. Any such act or omission as the law specifically declares to be fraudulent.
- 4. Mere silence is not fraud unless, depending on circumstances of the case, it is the duty of the insured or his agent keeping silence to speak or silence is in itself equivalent to speak.
- 5. No Insurer shall repudiate a life insurance Policy on the ground of Fraud, if the Insured / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis- statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.
- 6. Life insurance Policy can be called in question within 3 years on the ground that any statement of or suppression of a fact material to expectancy of life of the insured was incorrectly made in the proposal or other document basis which policy was issued or revived or rider issued. For this, the insurer should communicate in writing to the insured or legal representative or nominee or assignees of insured, as applicable, mentioning the ground and materials on which decision to repudiate the policy of life insurance is based.
- 7. In case repudiation is on ground of mis-statement and not on fraud, the premium collected on policy till the date of repudiation shall be paid to the insured or legal representative or nominee or assignees of insured, within a period of 90 days from the date of repudiation.
- 8. Fact shall not be considered material unless it has a direct bearing on the risk undertaken by the insurer. The onus is on insurer to show that if the insurer had been aware of the said fact, no life insurance policy would have been issued to the insured.
- 9. The insurer can call for proof of age at any time if he is entitled to do so and no policy shall be deemed to be called in question merely because the terms of the policy are adjusted on subsequent proof of age of life insured. So, this Section will not be applicable for questioning age or adjustment based on proof of age submitted subsequently.

[Disclaimer: This is only a simplified version prepared for general information. You are advised to refer to the Insurance Act 1938 as amended from time to time for complete and accurate details.]

## **ANNEXURE 2**

# Section 39 - Nomination by Policyholder

Nomination of a life insurance Policy is as below in accordance with Section 39 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

- 1. The policyholder of a life insurance policy on his own life may nominate a person or persons to whom money secured by the policy shall be paid in the event of his death.
- 2. Where the nominee is a minor, the policyholder may appoint any person to receive the money secured by

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the policy in the event of policyholder's death during the minority of the nominee. The manner of appointment is to be laid down by the insurer.

- 3. Nomination can be made at any time before the maturity of the policy.
- 4. Nomination may be incorporated in the text of the policy itself or may be endorsed on the policy communicated to the insurer and can be registered by the insurer in the records relating to the policy.
- 5. Nomination can be cancelled or changed at any time before policy matures, by an endorsement or a further endorsement or a will as the case may be.
- 6. A notice in writing of Change or Cancellation of nomination must be delivered to the insurer for the insurer to be liable to such nominee. Otherwise, insurer will not be liable if a bonafide payment is made to the person named in the text of the policy or in the registered records of the insurer.
- 7. Fee to be paid to the insurer for registering change or cancellation of a nomination can be specified by the Authority through Regulations.
- 8. On receipt of notice with fee, the insurer should grant a written acknowledgement to the policyholder of having registered a nomination or cancellation or change thereof.
- 9. A transfer or assignment made in accordance with Section 38 shall automatically cancel the nomination except in case of assignment to the insurer or other transferee or assignee for purpose of loan or against security or its reassignment after repayment. In such case, the nomination will get affected to the extent of insurer's or transferee's or assignee's interest in the policy. The nomination will get revived on repayment of the loan.
- 10. The right of any creditor to be paid out of the proceeds of any policy of life insurance shall not be affected by the nomination.
- 11. In case of nomination by policyholder whose life is insured, if the nominees die before the policyholder, the proceeds are payable to policyholder or his heirs or legal representatives or holder of succession certificate.
- 12. In case nominee(s) survive the person whose life is insured, the amount secured by the policy shall be paid to such survivor(s).
- 13. Where the policyholder whose life is insured nominates his
  - a. parents or
  - b. spouse or
  - c. children or
  - d. spouse and children
  - e. or any of them

the nominees are beneficially entitled to the amount payable by the insurer to the policyholder unless it is proved that policyholder could not have conferred such beneficial title on the nominee having regard to the nature of his title.

- 14. If nominee(s) die after the policyholder but before his share of the amount secured under the policy is paid, the share of the expired nominee(s) shall be payable to the heirs or legal representative of the nominee or holder of succession certificate of such nominee(s).
- 15. The provisions of sub-section 7 and 8 (13 and 14 above) shall apply to all life insurance policies maturing for payment after the commencement of Insurance Laws (Amendment) Act, 2015.
- 16. If policyholder dies after maturity but the proceeds and benefit of the policy has not been paid to him because of his death, his nominee(s) shall be entitled to the proceeds and benefit of the policy.
- 17. The provisions of Section 39 are not applicable to any life insurance policy to which Section 6 of Married Women's Property Act, 1874 applies or has at any time applied except where before or after Insurance Act, 1938 as amended from time to time, a nomination is made in favour of spouse or children or spouse and children whether or not on the face of the policy it is mentioned that it is made under Section 39. Where nomination is intended to be made to spouse or children or spouse and children under Section 6 of MWP Act, it should be specifically mentioned on the policy. In such a case only, the provisions of Section 39 will not apply.

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#### **Annexure 3:**

## Section 38 - Assignment or transfer of a policy

Assignment or transfer of a policy should be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time. The extant provisions in this regard are as follows:

- 1. This policy may be transferred/assigned, wholly or in part, with or without consideration.
- 2. An Assignment may be effected in a policy by an endorsement upon the policy itself or by a separate instrument under notice to the Insurer.
- 3. The instrument of assignment should indicate the fact of transfer or assignment and the reasons for the assignment or transfer, antecedents of the assignee and terms on which assignment is made.
- 4. The assignment must be signed by the transferor or assignor or duly authorized agent and attested by at least one witness.
- 5. The transfer or assignment shall not be operative as against an insurer until a notice in writing of the transfer or assignment and either the said endorsement or instrument itself or copy there of certified to be correct by both transferor and transferee or their duly authorised agents have been delivered to the insurer.
- 6. Fee to be paid for assignment or transfer can be specified by the Authority through Regulations.
- 7. On receipt of notice with fee, the insurer should Grant a written acknowledgement of receipt of notice. Such notice shall be conclusive evidence against the insurer of duly receiving the notice.
- 8. If the insurer maintains one or more places of business, such notices shall be delivered only at the place where the policy is being serviced.
- 9. The insurer may accept or decline to act upon any transfer or assignment or endorsement, if it has sufficient reasons to believe that it is (a) not bonafide; (b) not in the interest of the policyholder; (c) not in public interest; or d.is for the purpose of trading of the insurance policy.
- 10. Before refusing to act upon endorsement, the insurer should record the reasons in writing and communicate the same in writing to policyholder within 30 days from the date of policyholder giving a notice of transfer or assignment.
- 11. In case of refusal to act upon the endorsement by the insurer, any person aggrieved by the refusal may prefer a claim to IRDAI within 30 days of receipt of the refusal letter from the insurer.
- 12. The priority of claims of persons interested in an insurance policy would depend on the date on which the notices of assignment or transfer is delivered to the insurer; where there are more than one instruments of transfer or assignment, the priority will depend on dates of delivery of such notices. Any dispute in this regard as to priority should be referred to the Authority.
- 13. Every assignment or transfer shall be deemed to be absolute assignment or transfer and the assignee or transferee shall be deemed to be absolute assignee or transferee, except (a) where assignment or transfer is subject to terms and conditions of transfer or assignment OR (b) where the transfer or assignment is made upon condition that (i) the proceeds under the policy shall become payable to policyholder or nominee(s) in the event of assignee or transferee dying before the insured; or (ii) the insured surviving the term of the policy. Such conditional assignee will not be entitled to obtain a loan on policy or surrender the policy. This provision will prevail notwithstanding any law or custom having force of law which is contrary to the above position.
- 14. In other cases, the insurer shall, subject to terms and conditions of assignment, recognize the transferee or assignee named in the notice as the absolute transferee or assignee and such person (a) shall be subject to all liabilities and equities to which the transferor or assignor was subject to at the date of transfer or assignment;(b) may institute any proceedings in relation to the policy; and (c) obtain loan under the policy or surrender the policy without obtaining the consent of the transferor or assignor or making him a party to the proceedings.
- 15. Any rights and remedies of an assignee or transferee of a life insurance policy under an assignment or transfer effected before commencement of the Insurance Laws (Amendment) Act, 2015 shall not be affected by this section.

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# Annexure 4: (as per on-going enrolment)

Sr No	Name of Insure d Person	Coverag e Start Date	Coverag e End Date	Gender	Date Birth	of	Nominee Name & Relationsh ip with Insured Person	Mobile No. & Email ID	Addres s of the Insured
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\*Other details as required might be asked by Acko which is not mentioned here

## **Format for Fields:**

- 1. Date DD/MM/YYYY
- Gender MALE/FEMALE
   Relationship -SELF/SPOUSE/SON/DAUGHTER
- 4. Phone Number 10-digit Indian Number

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