



दि ओरिएण्टल इंश्योरेंस कम्पनी लिमिटेड  
THE ORIENTAL INSURANCE COMPANY LIMITED  
पंजीकृत कार्यालय :- ओरिएण्टल हाऊस, पो.बॉ. नं- 7037, ए-25/27 आसफ अली रोड, नई दिल्ली  
Regd. Office: Oriental House, P.B. No. 7037 A-25/27, Asaf Ali Road, New Delhi

## KISAN PACKAGE INSURANCE POLICY UIN- IRDAN556P0122V01200506

Whereas the insured named in the schedule hereto has made to ORIENTAL INSURANCE COMPANY LIMITED (hereinafter called "the company") a written proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein,

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the insured shall sustain loss or damage to property or incur liability or the insured or managerial staff or employees of the insured permanently working with the insured shall sustain bodily injury or the insured shall sustain loss as a result of the death due to disease, accident occurring during the period of insurance of any animal/bird as described herein at any time or any specified period in respect of which the insured shall have paid or agreed to pay and the company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company will pay to the insured the value at the time of happening of such loss of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein as the case may be, but not exceeding in any one period of insurance in respect of each of the item specified herein the sum set opposite thereto respectively.

### GENERAL CONDITIONS

- 1. Notice:** Every notice and communication to the Company required by this policy shall be in writing to the Policy issuing office of the Company.
- 2. Mis-description** -This policy shall be void and all premium paid hereon shall be forfeited to the company in the event of misrepresentation, mis-description or nondisclosure of any material fact.
- 3. Reasonable care:** The insured shall take all reasonable steps to safeguard the property insured against any accident, loss or damage. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.
- 4. Cancellation:** The Company may at any time by seven days notice in writing cancel this policy in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance. This policy may also be terminated at any time at the request of the insured in which case the Company will retain the premium at customary short period rate for the period this policy has been in force. In case of any claim under the policy. NO REFUND OF premium will be made.

### 5. Claims Procedure

- The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this policy.
  - in the event of theft lodge forthwith a complaint with the Police within 24 hours of loss and shall take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
  - give immediate notice thereof to the Company and shall within fourteen (14)days thereafter furnish to the Company at his own expenses detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.

**ii)** if the insured or any member of the insured's family staff named in the schedule sustain any bodily injury or contract any disease or suffer from any illness, requiring treatment at any Clinic, Nursing Home or Hospital in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company as soon as possible but in any event within fourteen days (14) of the date of injury or contracting disease or suffering from illness.

If the insured or member of the insured's family comprising the insured's spouse and children shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a Medical Attendant or otherwise required by the company shall be furnished at the expense of the insured or his legal representatives and shall be in such form and of such nature as the Company may prescribe. The insured person must immediately after the occurrence of accident which may be the subject of a claim hereunder obtain medical treatment failing which the company will not be liable for any consequence thereof.

**iii)** The insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company, any writ Summons or other legal process issued or commenced against the insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent. Insured shall to the extent possible preserve the damaged property including dead animals/birds and make it available for inspection by Company's representative or surveyor appointed by it.

**6. Contribution:** In the event of any loss damage liability or expenses covered by this policy there shall be any other insurance covering the same loss/damage, liability or expenses whether effected by the insured or not, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss/damage, liability or expenses.

**7. Fraud:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the insured or any one acting on the insured's behalf to obtain any benefit under this policy all benefits under the policy shall be forfeited.

**8. Indemnity :** The company may at its option reinstate replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall be the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage not more than the Sum insured by the company thereon.

**9. Average :** If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon then the insured shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Every item if more than one of the policy shall be separately subject to this condition.

**10. Subrogation :** The Insured and any claimant under the policy shall at the expenses of the company do and concur in doing and permit to be done all such acts and things that may be necessary and reasonably required by the company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity for other parties to which the company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under policy whether such acts or things shall or become necessary or required before or after the insured's indemnification by the company.

**11. Arbitration :** if any difference shall arise as to the quantum to be paid under this policy (Liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of sole arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act, 1940 as amended from time to time and for the time being in force. In case either party shall refuse to fail to appoint sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the

reference and who shall sit with the arbitrators and preside at their meetings.

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

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

It is also hereby further expressly agreed and declared that if the company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of the suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. **Interest:** No sum payable under this policy shall carry interest.

13. **Inspection:** The Company shall at all reasonable times have the right to inspect and examine any property insured hereunder.

14. **Transfer of Interest:** The insurance granted by this policy shall cease to attach to any items described in the schedule, the interest in which shall pass from the insured otherwise than by will of operation of law or to the legal heir in the event of death of insured, unless the consent of the company for the continuance of the insurance shall be obtained and signified by the endorsement thereon.

The insured shall at the expenses of the company do and concur in doing and permit to be done all such acts and things as may be necessary or required by the company in enforcing any right or remedies or of obtaining relief or indemnity from parties (other than those insured under the policy) to which the company shall be or would become entitled or subrogated upon their paying for or making good loss or damage under this policy. Whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the Company.

15. **Observation of Terms and Conditions:** The due observance and fulfillment of the terms and conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company to make any payment under this policy.

## **GENERAL EXCEPTIONS**

The Company shall not be liable in respect of:

1. Loss, damage, liability or expenses whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection herewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. Loss or damage caused by willful act or gross negligence of insured or his representative.
5. a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.  
b) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of Condition 4(b) only combustion shall include any self-sustaining process of nuclear fission.

## **SECTION-1**

### **(A) BUILDING AND CONTENTS (Excluding Jewellery and Valuables)**

#### **Coverages:**

- 1. Home Building Cover**
- 2. Home Content Cover**
- 3. Home Building and content cover**

The company will indemnify the physical loss or damage or destruction caused to insured property by the following unforeseen events occurring during the policy period.

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

S.No.	Column A	Column B
	<b>We cover physical loss or damage, or destruction caused to the Insured Property by</b>	<b>We do not cover any loss or damage, or destruction caused to the Insured Property</b>
1	Fire	Caused by burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	-
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by <ol style="list-style-type: none"> <li>a. normal cracking, settlement or bedding down of new structures,</li> <li>b. the settlement or movement of made up ground,</li> <li>c. coastal or river erosion,</li> <li>d. defective design or workmanship or use of defective materials, or</li> <li>e. demolition, construction, structural alterations or repair of any property, or ground works or excavations.</li> </ol>
7	Bush fire, Forest Fire, Jungle Fire	
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.
9	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	caused by <ol style="list-style-type: none"> <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> </ol>
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.
12	Bursting or overflowing of water tanks, apparatus and pipes,	-
13	Leakage from automatic sprinkler installations.	<ol style="list-style-type: none"> <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> </ol>

14	Theft within 7 days from the occurrence of and proximately caused by any of the above Insured Events.	if it is <ul style="list-style-type: none"> <li>a. any article or thing outside Your Home, or</li> <li>b. any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.</li> </ul>
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## Sum Insured :

### i) For Home Building:

The maximum amount We pay under this Policy is the Sum Insured which is based on the prevailing Cost of Construction of Your Home Building at the Policy Commencement Date as declared by You and accepted by Us. It is shown in the Policy Schedule. If Policy Schedule shows any limit for any cover or item, such limit is the maximum We will pay for that item or cover. Premium is calculated with reference to the amount of Sum Insured.

In this policy, 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.

### ii) For Home Contents:

The maximum amount We pay under this policy is the Sum Insured and it is shown in the policy schedule. 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.

The policy has inbuilt cover for General Contents of Your Home equal to 20% of the Sum Insured for Home Building subject to a maximum of ₹ 10 Lakhs (Rupees Ten lakh) if You have opted for both Home Building and Home Contents cover. You can choose a higher Sum Insured by declaring it in the Proposal Form and paying additional premium.

If You have purchased only Home Contents cover, You have to declare Sum Insured for General Contents.

The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of that item/s.

The Sum Insured for the Home Building Cover shall be equal to the Cost of Construction of Your Home Building including fittings and fixtures at the Policy Commencement date. The cost of construction is calculated as follows-

**[Carpet area of Your home structure in sq.m. X rate of cost of construction at the commencement date declared by You and accepted by Us] + cost of construction for additional structures at the Policy Commencement date declared by You and accepted by Us.**

The rate of cost of construction is the prevailing rate of cost of construction of Your Home Building at the Policy Commencement date as declared by You and accepted by Us.

## SPECIAL CONDITIONS

1. If the actual carpet area is less than the carpet area You have declared, We will calculate the claim amount on the basis of the actual carpet area.
2. No Underinsurance:  
Underinsurance does not apply to this policy. This is a very special feature of this policy. Thus, if Your Sum Insured calculated on the basis of the information that You have provided Us is less than the actual value at risk, the difference will not affect the amount We pay.

### (B) BURGLARY AND HOUSEBREAKING (excluding money and valuables)

The company will indemnify the insured in respect of loss of or damage to contents whilst contained in the insured premises by Burglary, Housebreaking including terrorism.

The company shall not be liable in respect of

- (i) Loss or damage by burglary and/or Housebreaking where member of the Insured's family is concerned as principal or accessory.

- (ii) Loss of or damage to livestock, motor vehicles and pedal cycles.
- (iii) Loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables unless specifically declared.

## SECTION – II

### STOCK OF FARM PRODUCE (GRAINS/OR SEEDS ONLY OF ALL KINDS) AND UNPROCESSED GRAINS

#### Sub section II-A Stock of farm produce

The company will indemnify the insured in respect of physical loss or damage to the stock whilst stored in the open and or Godown by

- a) Fire including due to its own fermentation or natural heating or spontaneous combustion.
- b) Explosion or implosion of gas in domestic appliances.
- c) Lightening.
- d) Earthquake, volcanic eruption or other convulsions of nature.
- e) Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation.
- f) Bush Fire, Forest Fire, Jungle Fire.
- g) 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.)
- h) Missile testing Operations.
- i) Riot, strike, malicious damages.
- j) Act of Terrorism. (Coverage as per terrorism clause attached)
- k) Theft within 7 days from the occurrence of and proximity caused by any of the above insured events.

#### SPECIAL EXCEPTION

The company shall not be liable in respect of

- a) Deliberate, Willful or intentional act or omission or anyone on Your behalf.
- b) Loss or damage by burglary and/or housebreaking or theft where any member of the Insured's family is concerned as principal or accessory.
- c) (i) Excess of Rs. 5000/- for each claim. This means that we will deduct Rs. 5000 for each and every loss suffered by insured under the terms of this policy.  
(ii) For Terrorism risk the excess shall be as per the clause attached to this policy.
- d) The following material or goods if stored in the aggregate in excess of 1% of the total value of stock
  - (i) Materials which are easily ignitable/fast burning (e.g. grass, hay, jute, oily and/or greasy waste, straw)
  - (ii) Flammable liquids.
- e) If any work or person or trade of any kind enough storage or removal of materials be carried on in the godown to which this insurance applies and/or any godown communicating (applicable to Sub-Section II (a) only)

#### Sub Section II B

This section offers protection to unprocessed food grain kept in field for post-harvest operations against loss/ damage upto the sum specified in the schedule due to the following.

- a) Fire
- b) Termite damage.
- c) Riot, Strike, malicious damage as per RSMD clause.
- d) Terrorism.

#### SPECIFIC EXCLUSIONS :

This insurance does not cover

1. Grass, fodder, straw, husk etc. Only food grains shall be considered as insured subject matter.
2. A loss upto a sum of Rs. 2500/- which shall be deducted as excess on each and every claim arising out of each incident.
3. Loss or damage of property occasioned by its own undergoing any heating or drying process.
4. Loss or damage occasioned by or through or in consequence of the burning of property by order of any public authority and subterranean fire.
5. Property insured if removed to any place other than in which it is stated to be kept while insuring and stated in the schedule.



## SECTION III

### TELEVISION SET

The company will indemnify the insured in respect of:

1. Loss or damage to the Television Apparatus described in the schedule whilst contained or fixed in the insured premises by:
  - a) Fire, lightning, explosion of gas in domestic appliances.
  - b) Bursting and overflowing of water tanks apparatus or pipes.
  - c) Aircraft or articles dropped therefrom.
  - d) Earthquake, fire and/or shock.
  - e) Flood, inundation, typhoon, storm, tempest hurricane tornado and cyclone.
  - f) Riot, strike or malicious damage.
  - g) Burglary and/or housebreaking or theft.
  - h) Accidental external means
  - i) Mechanical or electrical breakdown.

Provided that the liability of the company in respect of such loss or damage in any one period of insurance is limited to the amount specified in the schedule.

2. All sums which the insured shall be legally liable to pay as compensation and litigation expenses incurred by the insured with the company's written consent in respect of accidental death of or bodily injury to any person other than a member of the insured's family or in the custody or control of the insured or any member of the insured's family or person under the insured's service arising out of accident happening through or in connection with the Television Apparatus or to breakdown or defect in the Television apparatus or breaking or collapse of the internal fittings or most forming part of the Television apparatus provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 25000/- (Rupees Twenty Five thousand only).
3. Damage to property belonging to or in the custody or control of the insured caused by breakage or collapse of the antenna fittings or most forming part of the Television Apparatus in so far as such property is not otherwise insured provided that the liability of the Company in respect of such damage in any period of insurance is limited to Rs.3000/- (Rupees Three thousand only).

### DEFINITION:

The term "Television Apparatus" as used herein shall mean and include the Television Set, the accessories forming part of the set and Antenna both external and internal.

### SPECIAL EXCEPTIONS:

The Company shall not be liable in respect of:

- a) Loss of or damage to External antenna or fittings by theft.
- b) Loss or damage caused by or arising out of or traceable to erection, repairing or dismantling of the Television apparatus.
- c) Loss or damage for which the manufacturers or supplier of the Television apparatus is responsible either by law or contract.
- d) Liability assumed by the insured by Agreement unless such liability could have attached to the insured notwithstanding such agreement.

## SECTION- IV

### PEDAL CYCLE/CYCLE RICKSHAW

(A) The Company will indemnify the insured in respect of loss of or damage to the Pedal Cycle/Cycle Rickshaw belonging to the insured or any member of the insured's family by :

- a) Fire, Lightning or External Explosion.
- b) Riot, Strike or Malicious Act.
- c) Burglary and/or Housebreaking or Theft.
- d) Accidental External Means.
- e) Flood, Cyclone, Storm, Tempest and other similar convulsions of nature and atmospheric disturbance.
- f) Earthquake Fire and/or shock.

Provided that the liability of the Company in respect of loss or damage to any Pedal Cycle/Cycle Rickshaw in any one period of insurance will not exceed the sum insured set against such Pedal Cycle/Cycle Rickshaw in the Schedule.

(B) The Company will indemnify the insured in respect of all sums which the insured shall become legally liable to pay as compensation and litigation expenses incurred by the insured with the Company's written consent for accidental death of or bodily injury to any person other than a member of the insured's family or a person in the insured's service or being conveyed on such cycle and/or accidental damage to property not belonging to or in the custody or control of the insured or any member of the insured's family or being conveyed on such cycle in the event of accident caused by or happening through or in-connection with any Pedal Cycle insured hereunder provided that the liability of the Company in respect of such compensation and litigation expenses in any one period of insurance is limited to Rs. 10,000/- (Rupees Ten thousand only).

**SPECIAL EXCEPTION:**

The Company shall not be liable in respect of :

- I. Any accident, loss, damage or liability caused by or through or in connection with Pedal cycle/cycle rickshaw whilst it is being used for hire or reward or outside India.
- II. damage caused by over loading, strain or mechanical breakdown.
- III. loss of or damage to accessories by theft unless the Pedal Cycle/Cycle Rickshaw is stolen at the same time.
- IV. loss, damage or liability occurring whilst being used for racing or pacemaking.
- V. the first Rs. 10/- of each and every loss arising under Sub Section (A) hereof however, if the loss or damage exceed Rs 10/- the Company is liable to pay in full for such loss or damage.

**SPECIAL CONDITIONS :**

The Pedal Cycle/Cycle Rickshaw should be securely locked when left unattended.

## **SECTION - V**

**PERSONAL ACCIDENT :**

If the insured (between the age of 10 and 70 years) named in the Schedule shall sustain bodily injury solely and directly caused by accident, violent external and visible means resulting in death or disablement as stated hereinafter, the Company shall pay to the insured or his nominee/Assignee/his legal personal representative the sum or sums hereinafter set forth that is to say:

- a) If such injury shall within twelve calendar months of its occurrence, be the sole and direct cause of the death of the insured the capital sum insured stated in the schedule. The amount payable under the clause shall be paid to the Nominee/Assignee/Insured's Legal Personal representative shown in the Schedule.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two hands or two feet or of one hand and one foot or loss of sight of one eye and loss of use of one hand or one foot the capital sum insured stated in the schedule hereto.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or a foot, fifty percent (50%) of the capital sum insured stated in the schedule hereto.
- d) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of permanently totally and absolutely disabling the insured from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever, the capital sum insured stated in the schedule.

**SPECIAL EXCLUSIONS :**

Provided always that the company shall not be liable under the policy for :

1. Compensation under more than one of the Sub-Clauses (a) (b) (c) or (d) in respect of same injury disablement.
2. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this policy.
3. Payment of compensation in respect of death, injury or disablement of the insured from
  - (a) intentional self injury, suicide or attempted suicide
  - (b) whilst under the influence of intoxicating liquor or drugs
  - (c) directly or indirectly caused by insanity
  - (d) arising or resulting from the insured committing any breach of the law with criminal intent.



4. Payment of compensation in respect of death, injury or disablement of the insured due to or arising out of directly or indirectly connected with or traceable to his taking part in military exercises excluding daily parade (Drill type) horse riding (not Horse racing) and chandmari.

### **SPECIAL CONDITIONS**

1. Upon the happening of any event which may give rise to claim under this policy, the insured shall forthwith give notice thereof to the company, unless reasonable cause is shown, the insured should immediately but within 7 days after the event give written notice to the Company with full particulars of the claim.
2. Proof, satisfactory to the Company shall be furnished of all matters upon which a claim is based. Provided that in the case of valid claim arising under sub clause (a) (b) and (d) all sums payable hereunder shall be payable only on delivery of this policy duly cancelled and discharged.

## **SECTION – VI**

### **INSURANCE OF TINY SECTORS:**

This insurance covers risks of artisan, village and cottage industries, tiny sectors and small scale industries and bio-gas plants against the loss or a damage due to :

1. Fire, lightning, explosion of gas in domestic appliances.
2. Bursting and overflowing of water tanks apparatus or pipes.
3. Aircraft or articles dropped there from.
4. Riot Strike or Malicious Act.
5. Earthquake (Fire and/or shock) subsidence and landslide (including rockslide damage)
6. Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone.
7. Impact damage.

This insurance covers the loss and/or damage of the total value at risks (mentioned above) for the building, machinery, stock and stock-in-process with and/or outside the worksite.

### **SPECIAL EXCEPTIONS:**

The company shall not be liable in respect of:

- (i) loss of or damage to livestock, motor vehicles and pedal cycles.
- (ii) loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes stock and share certificates, business books, manuscripts documents or any kind of unset precious stones and jewellery and valuables.

### **Important:**

Where the total value at risk is in excess of Rs. 10 lacs, it is not permissible to issue this cover.

## **SECTION – VII**

### **CATTLE/LIVESTOCK INSURANCE:**

The Company will indemnify the insured if any animal described in the schedule and belonging to the Insured shall die whilst within the geographical area specified in the schedule due to

- a) any disease (inclusive of Rinderpest, Black quarter, Hemorrhagic septicaemia, FMD, Theilariasis (subject to vaccination) Anthrax or
- b) accident (inclusive of Flood, Cyclone, Famine) or other fortuitous circumstances (fortuitous means accidental in nature).
- c) Surgical operations or
- d) Strike, riot, civil commotions, risk, contracted or occurring during the period of insurance.

### **SPECIAL EXCLUSIONS:**

Provided always that this policy does not cover (unless expressly agreed to by the Company in writing) death directly or indirectly due to or arising out of or resulting from:

- 1) Malicious or willful injury or neglect, overloading, unskillful treatment or use of animal for purposes other than stated in the policy without the consent of the Company in writing.
- 2) accident/diseases contracted prior to commencement of risk and diseases contracted within 15 days of commencement of risk (for non scheme animals only)

- 3) Intentional slaughter of the animal except on basis where destruction is necessary to terminate incurable suffering on humane considerations on the basis of certificate issued by qualified Veterinary surgeon or in cases where destruction is resorted to by order of lawfully constituted authority.
- 4) (a) Transport by air and sea.  
(b) Transport by land (transport on road by conveyance beyond 25 Kg. from place of stabling)  
(c) Transit by foot beyond 50 kms from the place of stabling.
- 5) Pleuropneumonia in respect of cattle in Lakhimpur and Sibsagar districts of Assam.
- 6) Theft or clandestine sale of insured animal.
- 7) Partial disability of any type, whether permanent or temporary.
- 8) Permanent total disability which, in the case of milch cattle results in permanent and total incapacity to conceive or yield milk, in the case of stud bulls results in permanent and total incapacity for breeding purpose and in the case of bullocks and castrated male buffaloes results in permanent and total incapacity for the purpose of use mentioned in the schedule.

**Note :**

- I. Exclusion no.8 of this policy as stated above can be deleted by paying 1% extra premium and with regard to permanent total disability claims the Company's liability in case of Milch and draught animals will be restricted to 50% & 70% respectively of the Sum Insured or Market value at the time of death whichever is lower. In case of IRDP, it shall be restricted to 75% of Sum Insured.
- II. Diseases for which vaccinations are available shall be covered if insured animal is successfully inoculated/vaccinated against those diseases.
- III. Transit Cover No extra premium will be charged for transit of animal from place of purchase to place of stabling. In case of transfer of policy to a new owner, the new owner will be granted transit cover without additional premium if the transit distance is upto 80 KM. If the transit distance is more than 80 KM. additional premium will be charged. For the purpose of this transit cover, transit shall mean transport by Road or Rail and not on foot. Further, for transfer of policy a nominal transfer fee will be charged.

**SPECIFIC EXCEPTIONS:**

1. Every animal must be sound and in perfect health and free from any injury or disease at the time of acceptance of proposal for insurance or for any renewal, addition or substitution and must also remain sound and be in perfect health and free from any injury or disease at the time of payment of the premium or balance thereof.
2. The insured shall give immediate notice in writing to the Company of any illness, lameness, or accident or injury to any animal hereby insured.
3. The insured shall cause every animal insured to have sufficient and proper food, water, shelter and shall keep secure all fences, yards, sheds and stabling and shall at all time and to the best of his knowledge and ability use and exercise every due and proper precautions and safeguards against loss or danger of loss under this policy. The intent and meaning of this condition being that each insured animal shall have the same care and attention as when not insured.
4. In the event of illness or accident, the insured shall at his own expense immediately obtain the services of a qualified Veterinary surgeon and cause the animals to be properly treated.
5. On the death of animal hereby insured, the insured shall give immediate notice thereof by a detailed telegram containing policy/cover note no., tag no, and his full address to the Company at the office which has issued the policy and shall give the Company an opportunity of inspecting carcass by not removing, cutting or parting with it until at least the-expiration of 24 hours after such notice shall have been received by the Company. The insured shall also within 14 days furnish to the Company such information's i.e. claim form along with treatment certificates and satisfactory proof as to the death (P.M. Report), Identity and value of the animal ear tag etc. as the Company may require.
6. The insured shall permit any authorised representative of the Company at all times to inspect the animal thereby insured and premises of the insured and the insured shall furnish any information which may require or shall comply with all reasonable regulations and directions from time to time made and given by the company.
7. Eartag (if insured animal was ear tagged for identification) of the deceased animal along with piece of ear on which it was tagged be submitted along with completed claim papers.

**8. No Tag No Claim**

Notwithstanding anything contained herein to the contrary it is hereby declared and agreed that no claim in respect of death of animals covered under the policy shall be entertained unless the ear tag in respect of animals is/are in a intact condition at the time of death of animals and is/are surrendered to the Company in the event of loss of ear tags it is the responsibility of the insured to give immediate tag loss intimation to the insurance office and get the animals retagged at his own cost and submit the retagging certificate to the insurance company subject otherwise to the terms and conditions of the policy.

## 9. 15 Days Waiting Period

Withstanding anything contained herein to the contrary it is hereby declared and agreed that no claim in respect of animal/s covered by this policy shall be payable in the event of death of animal/s due to disease within 15 days from the date of commencement of the risk.

## SECTION VIII

### KISAN AGRICULTURAL, PUMPSET INSURANCE:

The Company will indemnify the insured against unforeseen and sudden physical damage caused by and or solely due to any of the following perils mentioned hereunder to the Agricultural Pumpset both centrifugal (Electrical/diesel driven) and submersible up to 25 H.P. capacity:-

1. Fire and or lightning.
2. Burglary, theft (due to violent forcible entry and provided pump set is kept in locked enclosure).
3. Mechanical and Electrical breakdown.
4. Riot, Strike, Malicious damage.
5. Terrorism.

### SPECIAL EXCLUSIONS:

1. Normal wear and tear, gradual deterioration due to atmospheric condition or otherwise.
2. Willful act or gross negligence of insured or his representatives.
3. Loss, damage and/or liability due to the faults existing in pumpset at the time of commencement of this insurance and/or known to the insured or his representatives, regardless of whether such faults or defects were known to the Company.
4. Loss or damages for which the manufacturer or supplier of the property is responsible either by law or contract.
5. The cost of dismantling cost of transport to the repair shop and back to the insured premises and the cost of re-erection arising out of any damages to the pumping set.
6. Loss/damage due to flood unless specifically insured by paying adequate additional premium.

### SPECIAL CONDITION:

1. The insured shall immediately notify the issuing office of the Company by telephone or telegram as well as in writing giving an indication as to nature and extent of loss or damage.
2. The insured shall take reasonable steps within his power to minimize/restrain the loss or damage or liability.
3. No material alteration shall be made or admitted by the insured whereby the risk/damage is increased, unless the continuance of the insurance be confirmed and memorandum signed by or on behalf of the Company.
4. The insured shall preserve damaged or defective parts and make them available for inspection to the official/surveyor of the Company in the event of any claim.
5. The company shall not be liable for any loss or damage for which notice and complete claim form have not been received by the Company within 14 days of its occurrence.
6. The liability of the Company under the policy in respect of any item of property sustaining damage for which indemnity is provided shall cease if the said item is kept in operation without being repaired to the satisfaction of the Company.
7. The deductible excess which is 1% of the sum insured or Rs. 100/- whichever is more shall be applicable in respect of each and every claim.
8. Maximum rewinding charges are payable @ 15% of the sum insured or actual whichever is lower subject to deduction of salvage value of burnt copper and excess as stated above.
9. In the event of the Company disclaiming liability in respect of any claim, if any action or suit be not made within three months after such disclaimer, all benefits under this policy in respect of such claim shall be forfeited.

### SPECIAL PROVISION:

1. Sum Insured: It shall be market value of pumpset at the time of accepting the proposal.
2. Basis of Indemnity :
  - a) In case where damage to an insured item can be repaired the Company will pay the expenses necessarily incurred to restore the damaged machine to its former state of serviceability but in any case not exceeding limit of rewinding charges which shall be a maximum of 15% of Sum Insured or actuals whichever is lower subject to deduction of salvage value of burnt copper and excess applicable. If the cost of repairs exceeded the actual value of the pumping set insured immediately before the occurrence of the damage the settlement shall be made on the basis provided for in (b) below:
  - b) Total loss claims in case of Pumpsets other than submersible pumpsets are subject to depreciation of 10% per year however maximum shall be 75%, of replacement value of pumping set in case of total loss indemnity will be actual value of the item subject to deduction of depreciation @10% per year.
  - c) In case of total loss to submersible pumpset where it cannot be recovered, only 50% of the assessed loss shall be paid.

- d) Theft or burglary cover will be available only if pumpset is kept in locked enclosures (not applicable to submersible pumpsets) and the liability will arise only if there is forcible and violent entry.
- e) The liability of the Company for any one item will not exceed the Sum Insured set against such item in the schedule.
- f) Irrespective of no. of claims reported under the policy, the maximum liability will not exceed the Sum Insured under this section of the policy.

#### **THEFT BURGLARY ENDORSEMENT:**

It is hereby declared and agreed that if the property described in the schedule of the within mentioned policy shall be lost, by theft following upon an actual forcible and violent entry of the premises, by the person or persons committing such theft, then company will pay or make good to the insured such loss to the extent of the intrinsic value of the property so lost provided the liability of the company shall in no case exceed in respect of such item, the sum expressed in the schedule hereto to the insured thereon. It is hereby declared and agreed that the theft burglary of either the pump or the motor or both is held covered under this policy.

- (i) This section does not cover the following:
  - a) Loss or damage where any inmate or member of the insured's household or his business staff or any other persons lawfully in the premises is concerned in the actual theft of or damage to any of the articles or premises where such loss or damage has been expedited or in any way assisted or brought about by any such person or persons.
  - b) Loss or theft of individual parts of the pumping set.
- (ii) This section shall cease to attach
  - a) If the premises shall have been left uninhabited by day and night for 7 or more consecutive days and nights or while the premises are left uninhabited.
  - b) If the insured shall cause or suffer any material alteration to be made in premises or anyone to be done whereby the risk is increased.
  - c) To any property insured which shall be removed from the premises in which it is herein stated to be safe, so far as is expressly provided for in this section or this endorsement.

## **SECTION IX**

#### **POULTRY/DUCK INSURANCE:**

It is hereby declared and agreed that if the birds hereinafter described be lost by DEATH resulting from ACCIDENT or DISEASE, the Company will pay to the insured 80% of the value as per valuation table attached hereto at the time of happening of such loss of the bird/s.

#### **SPECIFIC EXCLUSION UNDER**

##### **Poultry/Duck Insurance**

- i.** Malicious/willful injury, neglect.
- ii.** Transit by any mode of transport.
- iii.** Improper management (overcrowding).
- iv.** Undergrowth, cannibalism, culling, action of predators, like preying birds and carnivorous animals.
- v.** Theft and clandestine sale of birds.
- vi.** Intentional slaughter of the birds except in the case where destruction is necessary to terminate incurable suffering on humane consideration and to protect remaining healthy flock to reduce additional losses on the basis of certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by order of lawfully constituted authority under intimation to the company.
- vii.** Consequential loss however caused.
- viii.** Permanent and partial disablement of any nature.
- ix.** Loss of production.
- x.** Marek's disease, Ranikhet disease, fowl pox, Infectious bronchitis, Fowl cholera and Gumioro disease. These diseases are covered by the policy if the birds are successfully inoculated against these diseases and necessary veterinary certificates to that effect are supplied to the Company. Coccidiosis and other diseases are covered only if preventive and curative measures are taken from time to time. The farm should be closed for 2 months if epidemic disease occurs.
- xi.** Malnutrition/shortage of water death due to starvation because of non supply of feed to farm due to any reason whatsoever.
- xii.** Loss due to huddling and/or piling of birds.
- xiii.** Avian Leucosis complex (ALC).

## SPECIAL CONDITIONS UNDER POULTRY/DUCK INSURANCE:

**Reasonable care** : The insured shall at all times exercise all reasonable care and diligence in the selection of employees and shall cause to have every bird insured to have sufficient and proper balanced standard feed, water and shelter and shall keep secure all fences, yards, sheds and cages and shall use and exercise every precaution in every manner and provide the same care and attention as if no insurance had been effected.

The insured shall not introduce any diseased or infected bird/birds among any insured stock or upon any part of his premises, not allow the insured stock to mix with diseased or infected birds, not permit them to be introduced in sheds, buildings, or any other place such affected birds have been kept. The insured shall also isolate any birds affected with any disease from the remainder of this stock immediately upon the discovery of the attack and shall take all necessary and proper precautions to protect the healthy stock from any chance of infection.

**Inspection** : The insured shall permit the authorized representatives of the Company at all time to inspect the birds insured and premises of the insured and also shall furnish any information which company may require and shall comply with all reasonable regulation and direction from time to time made and given by the Company.

**Maintenance** : The insured should have proper adequate veterinary facility and they must ensure good housekeeping of the farm. Birds should be purchased from approved standard hatcheries only. Proper record of daily stock position, feed consumption and egg production must be maintained by the insured Debeaking and Deworming should be carried by report and records for these should be maintained by the insured besides the veterinary surgeon's of vaccination carried out at the farm.

### CESSATION OF RISK

The Policy shall cease to cover any bird immediately after the insured sells or parts with any interest in it whatsoever, whether temporary or permanent without the consent/approval of the insurer.

### ADMISSIBILITY OF THE CLAIM

a) Excess Clause: Claim under the policy should be admissible only if the mortality in the flock exceeds beyond the excess limit given below.

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i.	Broilers	Mortality
	1 day old to 8 weeks	5% of population in each batch
ii	Layers	
	1day old to 8 weeks	5% of population in each batch
	9 <sup>th</sup> week to 20 weeks	3% of population on remaining birds
	21 <sup>st</sup> week to 72 weeks	1% of population in each month on remaining birds.
Iii	Ducks	5% of population in each batch at one time. One time means within 48 hrs after origin of loss.

### Liability:

The company will indemnify 80% of the value of the bird at the time of death as per the valuation table attached hereto. This provision does not apply to birds insured under IRDP and such other Govt. sponsored programmes. There is separate valuation table for ducks.

### Claim procedure:

1. In the event of death of birds immediate intimation should be given to the Company and the insurer should be supplied with the following documents and other required information:
  - a) Duly filled claim form.
  - b) Vet. P.M. report copy of sample birds.
  - c) Daily records of mortality, feeding etc.
  - d) Purchase invoices for the birds.
  - e) Any other proofs to substantiate the loss like photographs, medical bills etc. as and when required.



2. In the case of alarming death/out-break of epidemic nature, immediate notice within 12 hours should be given to the Company and all birds should be segregated and produced to the representative of the Company or to any person authorised by the Company for inspection.
3. Daily mortality details should be sent to the Company on weekly basis, failing which report will be treated as nil for that particular week.
4. Delay in reporting of the claim should be avoided, and if there is delay for more than three days, the claim would be treated as non-standard.
5. A cross check should be made in regard to details given in the claims with mortality register of the firm.
6. If mortality in epidemic form occurs daily inspection should be made by the vet. Doctors.

#### **SPECIAL EXCLUSIONS FOR DUCKS:**

1. Diseases contracted prior to and within 15 days of commencement of risk.
2. Diseases such as Coli. Salmonellosis, Pasteurellosis, Erysipelas, Antipestifer infection, Botulism (Western Duck Sickness), Aspergillosis, Coccidiosis, Malnutrition are covered only if treated in proper time and preventive measures are taken against these diseases continuously.
3. Duck Virus Hepatitis, Duck Virus Enteritis (Duck Plague), Ornithosis, Duck Influenza. These diseases are covered if ducks are properly vaccinated and treated in proper time.

## **SECTION-X**

#### **BAGGAGE INSURANCE**

The Company will indemnify the insured and/or such members of his/her family as are permanently residing with him/her in respect of personal baggage accompanying the insured or his/her family members belonging to him/her or for which he/she is responsible whilst travelling anywhere in India LOST, DESTROYED or DAMAGED by ACCIDENT or MIS-FORTUNE, provided that the liability of the Company in respect of the property so lost, destroyed or damaged shall be limited to its actual value at the time of happening of such loss but not exceeding in any one period of insurance in respect of each of the several items specified in the Schedule for the sum set opposite thereto respectively.

**Special Exceptions:** The Company shall not be liable in respect of:

- a) Loss of or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or of china, marble, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicles or aircraft by which such property is conveyed.
- b) Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- c) Loss of or damage to the any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets, and tape recorders) arising from (overrunning)excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightening included).
- d) Loss or damage caused by mechanical derangement or overwinding of watches and clocks.
- e) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely locked and properly fastened.
- f) Loss or damage whilst being conveyed by any carrier under contract of affreightment.
- g) loss of or damage to money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or documents, jewellery, watches, furs, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.
- h) Loss of or damage to articles which did not form part of the contents of any of the packages when the journey commenced unless specifically declared and accepted by the Company.
- i) Loss, destruction of or damage to articles of consumable nature.
- j) Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles of clothes whilst being worn on the person or carried about.
- k) loss, destruction or damage caused by or arising from the leakage, spilling or exploding of liquids, oils or materials of a like nature or articles of a dangerous or damaging nature.
- l) Any tour or travel undertaken within the municipal limits of the village, town or city wherein the insured is permanently residing.



## SECTION – XI

### ANIMAL DRIVEN CART INSURANCE

The company will indemnify the insured against the loss or damage to cart/tonga, death or permanent disability of the animals used for pulling the cart/tonga, liabilities to third parties and passengers and death or disablement to driver (loss of use of limb and or sight) due to accident whilst cart/tonga is also damaged in accident caused by outward violent and visible means against sums not exceeding the limit stated in the schedule.

This section therefore has four subsections:

#### Sub-Section A Damage to the vehicle (Cart/tonga)

The company will indemnify the insured by payment or at the option by repair, reinstatement or replacement against loss of or damage to the cart/tonga and/or its accessories whilst thereon specified in the schedule (hereinafter to carvings and/or its accessories whilst thereon specified in the schedule (hereinafter called the vehicle)

- a) by accidental external means
- b) by fire, explosion, lightning, storm, tempest, flood, Inundation, earthquake, burglary or theft.
- c) by malicious act including riot & strike
- d) whilst in transit by road, rail, inland waterways

Provided always that

1. The company shall not be liable under this section to make any payment in respect of
  - a) damage to hard or pneumatic rubber tyres whatever fitted to the vehicle unless the vehicle is lost or damaged at the same time when the liability of the company is limited to fifty percent towards the cost of replacement
  - b) Consequential loss, depreciation, wear and tear, mechanical failure or breakdown.
  - c) loss of or damage to accessories by burglary, housebreaking or theft unless the vehicle is stolen at the same time,
  - d) First Rupees 100/- in respect of each and every claim in respect of cart and Rs. 200/- in respect of tonga.

In case of total loss to cart/tonga, company's liability will be 75% of Sum Insured of cart/tonga and salvage will be the property of the insured.

#### Sub-section- B- Injury to animal

The company will also indemnify the insured for the death or permanent disablement of the animal/s used for pulling the cart/tonga provided that the animals are insured under this policy and provided further that such death/ disablement arises out of and during the course of an accident to insured cart/tonga under section-A of Section-XI of this policy.

Permanent total disability shall mean the permanent and total incapacity of the said animal/s for the purpose of pulling the vehicle as mentioned in the proposal and indemnity in such cases shall be restricted to 70% of Sum insured set forth for injured animal/s.

The company shall not be liable under this section for any injury sustained:

- a) Whilst the said animal is being used for any purpose other than as stated in the schedule.
- b) By the said animal solely animal solely due to pre-existence of any disease, overstrain and/or fatigue.

#### Sub-section- C – Third Party including Passengers Liability

The company will indemnify the insured in the event of accident caused by or through or happening in connection with the use of the vehicle against all sums including claimants cost and expenses but not exceeding Rs. 5,000/ in respect of any one claim or series of claims arising out of any one event and Rs, 10,000/- during the year which the insured shall become legally liable to pay in respect of:

- a) death or bodily injury to any person including passengers while such passengers are mounting into dismounting from or travelling in the vehicle other than members of the insured's family or household or persons who at the time of the accident ate engaged in and upon the services of the insured.
- b) damage to property including goods or other property of passengers while being conveyed in the vehicle other than property belonging to or held in trust or in the custody or control of the insured or any member of the insured's family or household. Provided always that
  1. The company shall not be liable under this section for:
    - a) death, injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading therefrom.
    - b) damage to any bridge, viaduct or weighbridge or to any road or anything beneath by vibration or by the weight of the vehicle and any load carried by the vehicle.

- c) any liability which attaches by virtue of any agreement but which would not have attached in the absence of such agreement.
  - d) any compensation against passenger liability claims if the vehicle be intentionally overloaded or if the vehicle carries more persons than its carrying capacity (as recorded) at the time of accident giving rise to a claim.
2. In terms of and subject to the limitations of and for the purpose of this/section, the Company will indemnify any person who is driving any vehicle described in the schedule on the insured's order or with his permission provided that such person.
- a) is not suffering from impairment of sight or hearing or any other physical infirmity or disease.
  - b) shall as though he were the insured observe, fulfill and be subject to the terms, exceptions, conditions and limitations of this policy in so far as they can apply.
3. In the event of the death of the Insured, the Company will respect of the liability incurred by the insured, indemnify his personal representatives in terms of and subject to the limitations of this Section provided that such personal representatives shall as though they were the Insured observe, fulfill and be subject to the terms exceptions conditions and limitations of this policy in so far as they can apply.

IN ADDITION the Company will also pay in respect of a claim for damages to which the indemnity expressed in the Section applies all costs and expenses incurred with written consent of the Company.

#### **Sub-Section D Accident to the insured or Driver**

The company will pay to the insured or to his legal representative the sum or sums hereinafter set forth if the insured or any person who is driving the vehicle on the insured's order or with his permission (hereinafter called the Driver) shall sustain any bodily injury resulting solely and directly from accident whilst independently of any other cause shall within twelve calendar months of its occurrence be the sole and direct cause of

<b>(a)</b>	death of the driver	Rs. 10,000/-
<b>(b)</b>	the total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	Rs. 10,000/-
<b>(c)</b>	the total and irrecoverable loss of sight of one eye or fatal and irrecoverable loss of use of a hand or a foot.	Rs. 5,000/-
<b>(d)</b>	Permanently totally and absolutely disabling the driver from engaging in being occupied with or giving attention to any employment or occupation of any description of whatsoever.	Rs. 10,000/-

Provided always that the Company shall not be liable under this section for

- (i) Compensation under more than one of the clauses (a) (b) (c) or (d) in respect of same injury or disablement.
- (ii) Payment of compensation in respect of injury or disablement arising out of or contributed or traceable to any disability existing on the date of issue of the policy.
- (iii) Payment of compensation in respect of death or disablement or injury due to intentional self injury suicide or attempted suicide, insanity.
- (iv) any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the insured or the driver or any person on behalf of them.

#### **GENERAL EXCEPTIONS :**

1. any injury, loss, damage or liability caused by or through or in connection with any animal and/or vehicle whilst such animal and/or vehicle is being used otherwise than for the purpose of the business specified in the schedule or for social domestic or pleasure purposes.
2. any injury, loss, damage or liability arising outside the geographical limit specified in the schedule.
3. any claim arising out of any contractual liability.
4. Injury, loss, damage or liability caused or arising whilst the driver is under the influence of intoxicants or committing any breach of law with criminal intent.
5. any injury, loss, damage or liability caused, sustained or incurred during the period of acquisition, detention or seizure of the vehicle or the animal by the Government/any statutory/local body for any purpose/reason.

6. any claim arising out of any contractual liability.

#### **SPECIAL CONDITIONS:**

1. The insured shall at all times by personal or other competent supervision take all proper precautions to employ only competent drivers and to ensure that the vehicle and accessories are kept in a proper state of repair and that no animal known to be vicious is used. The insured animal shall have the same care and attention as when not insured. In the event of any accident which may give rise to a claim under section I, the vehicle be driven before necessary repairs are affected, any extension of the damage or further damage to the vehicle shall be entirely at the insured's own risk.
2. In the event of injury to any animal in circumstances which may give rise to a claim under Section II of this policy, the insured shall at his own expense immediately obtain the services of a duly qualified veterinary surgeon and cause the injured animal to be properly treated. In the event of the death of any animal in such circumstances the insured shall give the Company at least twenty four hours notice of the death before cutting or disposing of the carcass.
3. Every letter, claim, writ, summons and process shall be notified or forwarded to the Company immediately on receipt. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any accident for which there may be liability under this Policy.
4. The Company may in the case of any occurrence giving rise to a claim under Section C hereunder pay to the insured the maximum sum payable under this Policy in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Company shall thereafter not be under any further liability in respect of such occurrence.
5. If at the time of any claim under this Policy there is any other existing insurance covering the contingencies under Sections I, II and III of Policy, the Company shall not be liable to pay or contribute more than its retable proportion of such injury, loss, damage, compensation, costs or expenses.
6. Proof satisfactory to the Company shall be furnished of all matters upon which a claim under Section IV is based. Any medical or other agent of the Company shall be allowed to examine the insured person/ Driver on the occasion of any alleged injury or disablement when and so after as the same may reasonably be required on behalf of the Company. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the insured or by any person on behalf of the insured.
7. In case of a valid claim under any section of this Policy any sum payable hereunder shall be paid only on delivery of the Policy for cancellation as follows:
  - a) Cancellation of Policy for total or constructive total loss claim only under Section I.
  - b) Cancellation of Policy for any claim under Section II.
  - c) Cancellation of Section III only on payment of full sum of Rs. 10,000/-.
  - d) Cancellation of Section IV only on payment of any amount under any subsection provided always that the Section III & IV may be reinstated on payment of prorata premium upto the expiry of the Policy from the date of accident.

## **SECTION XII**

#### **HONEYBEE INSURANCE :**

The Company subject to terms, provisions, conditions mentioned herein will indemnify the insured in respect of total loss or damage to the Beehives and Bee colonies specified in the schedule within the specified location from an accident involving fire, flood, inundation, storm, tempest, cyclone, Hurricane and tornado.

#### **EXCLUSIONS :**

- i. Loss/Damage to Beehive and/or Bee Colony due to any disease, theft or accident during transit unless specifically insured.
- ii. Partial loss/damage of whatsoever nature.
- iii. Loss of production and consequential loss.
- iv. Intentional destruction.
- v. Malicious or willful act, neglect, mishandling and improper management.
- vi. Clandestine sale.
- vii. Predatory wasps, waxmoth and ectoparasitic mites.
- viii. Loss of Beecolony resulting from death of Queenbee.
- ix. Normal wear and tear and gradual deterioration of beehives.
- x. Nuclear and war related perils.

### **SPECIAL CONDITIONS:**

1. **NOTICE:** Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
2. **Misdescription:** This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription, or non-disclosure of any material particular.
3. **Chance of Hazard:** Before each renewal of the Insurance the Insured shall give written notice to the (Company of disease, of injury, with-which the bees had been or are affected.
4. **Reasonable Care and Maintenance:** All reasonable care should be taken by the Insured to maintain the hives and bees properly as though they are uninsured.
5. **Inspection :** The Insured shall permit the authorised representative of the Company at all times to inspect the hives and bees hereby insured and premises of the Insured and also shall furnish any information which the Company may require and shall comply with all reasonable regulations and directions from time to time made and given by the Company.
6. **Cancellation :** The Company may at any time by seven days notice in writing cancel this policy in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance.
7. **Claims:** On occurrence of any accident or disease immediate notice should be given to the company. The duly completed claim form should be submitted with, the required certificates from the authorised Officer to substantiate the claim. In case of disease, outbreak, and certificate from qualified Entomologist and in case of claims arising out of natural calamities, report from Meteorological dept. shall be obtained. In case of theft/burglary, FIR has to be lodged with the police station and final report shall also be obtained.
8. **Contribution:** If at the time of any loss covered by this Policy there shall be any Other Insurance covering the same whether effected by the Insured or not then the Company shall not be liable for more than its rateable proportion thereof.
9. **Fraud:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means are used by the insured or any one acting on the insured's behalf to obtain any benefit under this Policy, all benefits under this policy shall be forfeited.

### **COMPANY'S LIABILITY**

it shall be restricted to 80% of the claim amount or Sum Insured whichever is lower.

### **SALVAGE**

Salvage value in any shall be reduced from the claim amount.

### **Note:**

This policy may be extended to cover the following perils on additional premium

- a) Total Loss of Beehives and/or colonies due to theft.
- b) Total Loss/Damage to Bee Colonies due to specified viral diseases namely Thaisac Brood virus (TSBV) & iridovirus and pesticide poisoning from crops foraged by Honey bees.
- c) Transit loss during migration of the beecolonies. This cover shall be limited to Accidental loss/damage to Beehives and/or Colonies:-
  1. If vehicle carrying them meets with an accident.
  2. Due to summer heat and crumbling of Honey Combs.

## **SECTION-XIII**

### **GUN INSURANCE POLICY**

Following contingencies are covered under this section:-

#### **(A) CLAIMS BY PUBLIC**

1. Bodily injury to any person not being a member of the insured's family or household or in his service.
2. Damage to property not belonging to or in the charge or under the control of the insured or of a member of his family or household or of a person in his service.

PROVIDED ALWAYS that the amount payable in respect of any one accident or number of accidents occurring or arising out of one event, shall not in any case exceed the limit of indemnity specified in the schedule in addition to:

- (i) Cost and expenses recoverable from the Insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the company shall have paid or offered to pay either the full amount of the claim or total amount recoverable in respect of any one event as herein before provided.
- (ii) Costs and expenses incurred by the insured with the consent of the company.

#### **(B) DAMAGE TO GUNS**

Loss of or damage to the Guns, belonging to the insured and described in the schedule, from any cause (including the bursting of Barrels except whilst undergoing test and excluding Wear and Tear) upto an amount not exceeding the declared Value specified in the said schedule.

#### **SPECIAL FEATURES**

1. Guns/sporting Guns/Security Guns older than 10 years cannot be covered.,
  2. Third Party liability should be limited to Rs. 10,000/- any one accident any one year.
- In special cases the limit may be increased to Rs. 20,000/- by charging an additional premium of Rs. 5/-

### **SECTION- XIV**

#### **Medical hospitalisation expenses (Excluding Domiciliary Hospitalisation)**

If the insured or his/her family member as stated in the proposal-cum-policy Schedule (below 70 years of age) shall contract any disease or illness or sustain any bodily injury in India and such disease or injury shall require such insured person upon the advice of duly qualified medical practitioner or surgeon to incur medical/surgical expenses at any hospital/nursing home in India as an inpatient. The company will pay to the insured such expenses but not exceeding in any one period of insurance the amount stated in the schedule of benefits.

Hospitalization Benefits includes the following:

ICU/Room, Boarding expenses as provided by the Hospital/Nursing Home, Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees, Nursing Expenses, Anesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, drugs, Diagnostic Material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, artificial limbs.

#### **AYUSH Treatment**

The Company shall indemnify medical expenses incurred for inpatient care treatment under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems of medicines during each Policy Year up to the limit of sum insured as specified in the policy schedule in any AYUSH Hospital

**Transportation:** Cost of transportation of Insured to hospital upto Rs.250/- during policy period

**Meals:** Cost of meals for the patient not exceeding Rs.50/- per day of hospitalization and not exceeding Rs.500/- during policy period.

N.B. Company's liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured of Rs.10, 000/- or 20,000/- per person as mentioned in the Schedule.

#### **Modern Treatment Methods and Advancement in Technologies:**

The following treatment procedures are covered (wherever medically indicated) either as in-patient or as part of domiciliary hospitalization or as day care treatment in a hospital.

- A. Uterine Artery Embolization and HIFU**
- B. Balloon Sinuplasty**
- C. Deep Brain stimulation**
- D. Oral chemotherapy**
- E. Immunotherapy- Monoclonal Antibody to be given as injection**
- F. Intra vitreal injections**
- G. Robotic surgeries**
- H. Stereotactic radio surgeries**
- I. BronchialThermoplasty**
- J. Vaporisation of the prostate (Green laser treatment or holmium laser treatment)**
- K. IONM - (Intra Operative Neuro Monitoring)**
- L. Stem cell therapy:** Hematopoietic stem cells for bone marrow transplant for haematological conditions to be covered.

**Telemedicine-** Expenses incurred by insured on telemedicine/Tele-consultation with a registered medical practitioner for Diagnosis & treatment of a disease/illness covered under the Policy. Such reasonable incurred expenses will be reimbursable wherever consultation with a Registered medical practitioner is allowed in the terms and conditions of policy contract and shall be subject to Limits/Sub limits prescribed in Policy Schedule. Telemedicine offered shall be in



compliance with the Telemedicine Practice Guidelines dated 25th of March 2020 by MCI and as amended from time to time." The limit of amount payable for telemedicine is Maximum Rs. 2,000/- per insured &/or per family, for a policy period.

**HIV/ AIDS Cover** The Company shall indemnify the Hospital or the Insured the Medical Expenses (including Pre and Post Hospitalization Expenses) related to following stages of HIV infection: a. Acute HIV infection – acute flu-like symptoms b. Clinical latency – usually asymptomatic or mild symptoms c. AIDS – full-blown disease; CD4 < 200

**MENTAL ILLNESS COVER** The Company shall indemnify the Hospital or the Insured the Medical Expenses (including Pre and Post Hospitalization Expenses) only under certain conditions as:-

1. Illness covered under definition of mental illness\*.
2. Hospitalization in Mental Health Establishment as defined under definitions clause\*.
3. Hospitalization as advised by Mental Health Professional as defined under definitions clause\*.
4. Mental Conditions associated with the abuse of alcohol and drugs are excluded.
5. Mental Retardation and associated complications arising therein are excluded.
6. Any kind of Psychological counseling, cognitive/ family/ group/ behavior/ palliative therapy or other kinds of psychotherapy for which Hospitalization is not necessary shall not be covered. \* For starred items, refer definitions clause.

**DONOR EXPENSES:** The policy covers in-patient hospitalisation Medical expenses in respect of organ donor provided that the donation conforms to the Transplantation of Human Organs Act 1994(amended) and other applicable laws and rules and

- i. the organ donated is for the use of the insured person who has been medically advised to undergo organ transplant
- ii. The claim of the insured person is admissible under the hospitalization section of the policy.

The policy does not cover:

- a. cost directly or indirectly associated with the acquisition of the organ and/or cost of organ.
- b. cost towards donor screening
- c. any pre and post hospitalization medical expenses of the donor.
- d. any other medical treatment or complication consequent to organ harvesting, in respect of the donor.

#### **DEFINITION:**

**ACCIDENT:** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**AMBULANCE SERVICES:** means ambulance service charges reasonably and necessarily incurred in shifting the insured person from residence to hospital for admission in emergency ward / ICU or from one Hospital / Nursing Home to another Hospital / Nursing Home, by registered ambulance only. The ambulance service charges are payable only if the hospitalization expenses are admissible under the policy.

**AYUSH:** AYUSH treatment refers to the Medical and/or hospitalisation treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha, and Homeopathy systems.

**ANY ONE ILLNESS:** means continuous period of Illness and it includes relapse within 45 days from the date of last consultation with the Hospital /Nursing Home where treatment was taken.

**CASHLESS FACILITY:** means a facility extended by the insurer to the insured where the payments of the costs of the 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 of pre- authorization approved.

**CONGENITAL ANOMALY:** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

**a. Internal Congenital Anomaly:** which is not in the visible and accessible parts of the body

**b. External Congenital Anomaly:** which is in the visible and accessible parts of the body

**CONDITION PRECEDENT:** means a policy term or condition upon which the Insurer's liability under the policy is conditional.

**CO-PAYMENT:** is a cost-sharing requirement under a health insurance policy that provides that the policy holder/insured will bear a specified percentage of the admissible claim amount. A Co-payment does not reduce the Sum Insured.

**DAILY HOSPITAL CASH ALLOWANCE:** When an insured person is hospitalized and a claim is admitted under the policy, then the insured person shall be paid a daily cash allowance as specified in section 1.2 A (f). However, a deductible of 2 days per hospitalization shall apply, i.e Daily cash allowance will become payable from the third day onwards of continuous hospitalization.

**DAY CARE CENTRE:** means any institution established for day care treatment of illness and/or injuries OR a medical set -up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-



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

**DAY CARE TREATMENT:** refers to medical treatment, and/or surgical procedure which is:

- i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- ii. which would have otherwise required a hospitalization of more than 24 hours procedures/treatments usually done in outpatient department are not payable under the policy even if converted to Day Care surgery / procedure or taken as an inpatient in a hospital for more than 24 hours.

**DEDUCTIBLE:** is a cost-sharing requirement under this policy that provides that the Company will not be liable for a specified period, which will apply before any Benefits are payable by the Company. A deductible does not reduce the Daily Cash Benefit Period. Deductible is applicable per event.

**DOMICILIARY HOSPITALISATION:** 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:

- i the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- ii the patient takes treatment at home on account of non availability of a room in a hospital.

**DENTAL TREATMENT:** Dental treatment means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and Surgery

**FAMILY:** consists of the proposer and any one or more of the family members as mentioned below:

- i. legally wedded spouse.
- ii. dependent Children (i.e. natural or legally adopted) between the age 3 months to 18 years. However male child can be covered upto the age of 25 years if he is a bonafide regular student and financially dependent on the proposer. Female child can be covered until she gets married. Divorced and widowed daughters are also eligible for coverage under the policy, irrespective of age. If the child above 18 years is financially independent or if the girl child is married, he or she shall be ineligible for coverage in the subsequent renewals.
- iii. Parents / Parents-in-law (either of them).
- iv. Unmarried siblings, if financially dependent on the Insured.

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

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

- a) has qualified nursing staff under its employment round the clock;
- b) 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;
- c) has qualified Medical Practitioner (s) in charge round the clock;
- d) has a fully equipped operation theatre of its own where surgical procedures are carried out
- e) Maintains daily records of patients and makes these accessible to the Insurance Company's authorized personnel.

\*Following are the enactments specified under the schedule of Section 56 of Clinical Establishment (Registration and Regulation) Act, 2010 as of October 2013. Please refer to the Act for amendments, if any:

1. The Andhra Pradesh Private Medical care Establishments (Registration and Regulations) Act, 2002
2. The Bombay Nursing Homes Registration Act, 1949
3. The Delhi Nursing Home Registration Act, 1953
4. The Madhya Pradesh Upcharya Griha Tatha Rujopchar Sanbadhu Sthapamaue (Ragistikaran Tatha Anugyapan) Adhinyam, 1973.
5. The Manipur Homes and Clinics Registration Act, 1992.
6. The Nagaland Health Care Establishments Act, 1997
7. The Orissa Clinical Establishments (Control and Regulations) Act, 1990
8. The Punjab State Nursing Home Registration Act, 1991
9. The West Bengal Clinical Establishment Act, 1950

**HOSPITALISATION:** means admission in a Hospital for a minimum period of twenty four (24) in-patient care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

**INTENSIVE CARE UNIT:** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**INSURED PERSON :** means person(s) named in the schedule of the policy

**ILLNESS:** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and requires medical treatment.

**a. Acute condition** - is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.

**b. Chronic condition** - is 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, check-ups, and/or tests
- (ii) it needs ongoing or long-term control or relief of symptoms
- (iii) it requires rehabilitation or to be specially trained to cope with it
- (iv) it continues indefinitely
- (v) it comes back or is likely to come back.

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

**IN-PATIENT:** means an Insured person who is admitted to hospital and stays for at least 24 hours for the sole purpose of receiving the treatment for suffered ailment/illness/disease/injury/accident during the currency of the policy.

**I .D. CARD:** means the card issued to the Insured Person by the TPA to avail Cashless facility in the Network Hospital.

**MEDICAL ADVICE:** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

**MEDICAL EXPENSES:** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of disease 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.

**MEDICALLY NECESSARY TREATMENT:** 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.

**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 the scope and jurisdiction of license.

**NETWORK PROVIDER:** means Hospitals or healthcare providers enlisted by an insurer, TPA or jointly by an insurer and TPA to provide medical services to an insured by a cashless facility.

**NON-NETWORK:** Any Hospital, day care centre or other provider that is not part of the Network.

**NOTIFICATION OF CLAIM:** means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication.

**OPD TREATMENT:** is 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.

**PRE EXISTING DISEASE:** means any condition, ailment or Injury or disease:

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

**POLICY PERIOD:** means the period of coverage as mentioned in the schedule

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

**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.

**REASONABLE AND CUSTOMARY CHARGES :** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved .

**RENEWAL :** Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time bound exclusions and for all waiting periods.

**ROOM RENT:** means the amount charged by a Hospital towards room and boarding expenses and shall include the associated medical expenses.

**SUBROGATION:** means the right of the Insurer to assume the rights of the Insured Person to recover expenses paid out under the policy that may be recovered from any other source.

**SURGERY/ SURGICAL OPERATION:** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or a day care centre by a medical practitioner

**THIRD PARTY ADMINISTRATOR (TPA):** means any person who is licensed under the IRDA (Third Party Administrators – Health Service) Regulations, 2001 by the Authority, and is engaged, for a fee or remuneration by an insurance company, for the purposes of providing health services.

**UNPROVEN/EXPERIMENTAL TREATMENT:** Treatment means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

**AYUSH Hospital:**

An 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 five 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.

**AYUSH Day Care Centre:**

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 inpatient services and must comply with all the following criterion:

- i. Having qualified registered AYUSH Medical Practitioner (s) in charge.
- ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iii. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

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

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

**Mental Illness:** "mental illness" means a substantial disorder of thinking, mood, perception, orientation or memory that grossly impairs judgment, behavior, capacity to recognize reality or ability to meet the ordinary demands of life, mental conditions associated with the abuse of alcohol and drugs, but does not include mental retardation which is a condition of arrested or incomplete development of mind of a person, specially characterized by sub normality of intelligence.

**Mental Health Establishment:**"mental health establishment" means any health establishment, including Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy establishment, by whatever name called, either wholly or partly, meant for the care of persons with mental illness, established, owned, controlled or maintained by the appropriate Government, local authority, trust, whether private or public, corporation, co- operative society, organization or any other entity or person, where persons with mental illness are admitted and reside at, or kept in,

for care, treatment, convalescence and rehabilitation, either temporarily or otherwise; and includes any general hospital or general nursing home established or maintained by the appropriate Government, local authority, trust, whether private or public, corporation, co-operative society, organisation or any other entity or person; but does not include a family residential place where a person with mental illness resides with his relatives or friends.

**Mental health professional:**

- (i) a psychiatrist or
- (ii) a professional registered with the concerned State Authority under section 55; or a professional having a post-graduate degree (Ayurveda) in Mano VigyanAvum Manas Roga or a post-graduate degree (Homoeopathy) in Psychiatry or a post-graduate degree (Unani) in Moalijat (Nafasiyatt) or a post-graduate degree (Siddha) in SirappuMaruthuvam.

**EXCLUSIONS:**

- 2.1 The company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any insured person in connection with or in respect of:
  - 2.1.1 Routine eye examinations and cost of glasses and contact lenses.
  - 2.1.2 Dental treatment or surgery of any kind unless requiring hospitalisation.
  - 2.1.3 Charges incurred at hospital or nursing home primarily for diagnostic, x-ray or laboratory examinations or other diagnostic studies not consistent with or incidentals to the diagnosis and treatment required at a hospital or nursing home.
  - 2.1.4 Expenses on victims and toniest unless forming part of treatment for injury or disease as certified by the amender physician
  - 2.1.5 Treatment arising from to traceable to pregnancy, Childbirth including caesarean section.

The Company shall not be liable to make any payment under the policy in connection with or in respect of following expenses till the expiry of waiting period mentioned below:

**Pre-existing Diseases - code –ExcI 01**

- a). Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with the insurer or its reinstatement.
- 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 ( Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of the prior coverage.
- d). Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by insurer or its reinstatement.

**Specified disease / procedure waiting period- code- ExcI 02**

- a). Expenses related to the treatment of the listed Conditions, surgeries/treatments shall be excluded until the expiry of the specified waiting period of the 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 disease/ procedure falls 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 waiting period for the same would be reduced to the extent of prior coverage.
- f). The expenses on treatment of following ailments / diseases / surgeries, if contracted and / or manifested after inception of first Policy (subject to continuity being maintained), are not payable during the waiting period specified below.

	<b>Ailment / Disease / Surgery</b>	<b>Waiting Period</b>
xiii	Surgery of gallbladder and bile duct excluding malignancy.	2 Years
xiv	Surgery of genito urinary system excluding malignancy.	2 Years
xv	Pilonidal Sinus.	2 Years
xvi	Gout and Rheumatism.	2 Years
xvii	Hypertension.	2 Years
xviii	Diabetes.	2 Years

xix	Calculus diseases.	2 Years
xx	Surgery for prolapsed inter vertebral disk unless arising from accident.	2 Years
xxi	Surgery of varicose veins and varicose ulcers.	2 Years
xxii	Congenital internal diseases.	2 Years
xxiii	Joint Replacement due to Degenerative condition.	4 Years
xxiv	Age related osteoarthritis and Osteoporosis.	4 Years

**If the above diseases are pre-existing at the time of inception, Exclusion no.4.1 for pre-existing disease shall be applicable**

**Note:** If the continuity of the renewal is not maintained then subsequent cover will be treated as fresh Policy and clauses 4.1., 4.2, 4.3 shall apply afresh, unless agreed by the Company and suitable endorsement passed on the Policy, by the duly authorized official of the Company. Similarly, if the Sum Insured is enhanced subsequent to the inception of the first Policy, clauses 4.1, 4.2 and 4.3 shall apply afresh on the enhanced portion of the Sum Insured.

### **30 day waiting period- code – Excl 03**

- 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.

**GENERAL EXCLUSIONS:** The Company shall not be liable to make any payment under this Policy in respect of any expense whatsoever incurred by any Insured Person in connection with or in respect of:

### **Investigation & Evaluation – Code – Excl 04**

- 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.

### **Rest Cure, rehabilitation and respite care – Code –Excl 05**

Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:

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

### **Obesity/Weight Control: Code- Escl 06**

Expenses related to the surgical treatment of obesity that does not fulfill 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 conjunctions with any of the following severe co-morbidities following failures of less invasive methods of weight loss:
    - i) Obesity – related cardiomyopathy
    - ii) Coronary heart diseases
    - iii) Severe Sleep Apnea.
    - iv) Uncontrolled Type 2 Diabetes.

### **Change of Gender Treatments: Code – Excl 07**

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

### **Cosmetic or Plastic Surgery- Code- Excl 08**

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an accident burns(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.



**Hazardous or Adventure sports- Code- Excl 09**

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.

**Breach of law – Code –Excl 010**

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

**Excluded Providers- Code – Excl 011**

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website /notified to the policy holders are not admissible. However, in case of life threatening situations or following an accident, expenses upto the stage of stabilization are payable but not complete claim.

Treatment for Alcoholic drug or substance abuse or any addictive condition and consequences thereof – Code- Excl01  
Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons.-Code- Excl013

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- Excl014

**Refractive Error- Code- Excl 015**

Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptries.

**Unproven Treatments- Code – Excl 016**

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.

**Sterility and Infertility- Code- Excl 017**

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). Gestation Surrogacy.
- iv). Reversal of sterilization.

**Maternity- Code- Excl 018**

**i).** Medical treatment expenses traceable to childbirth (including complicated deliveries and cesarean 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. (The above exclusion is not applicable in Diamond Plan to the extent given under 1.5)

War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.

a) Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion: Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any Illness, incapacitating disablement or death.

b) 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 disablement or death.

c) Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death.

Any expenses incurred on OPD treatment.

Treatment taken outside the geographical limits of India.

Pre and post hospitalization expenses unrelated with disease / injury for which hospitalization claim has been admitted under the policy.



If the proposer is suffering or has suffered from any of the following diseases, as per serial no 1-16 listed in the below table at the time of taking the policy, the specific ICD codes mentioned therein will be permanently excluded from the policy coverage:

Sr. No.	Disease	ICD Code
1	Sarcoidosis	D86.0-D86.9
	Malignant Neoplasms	C00-C14 Malignant neoplasms of lip, oral cavity and pharynx, • C15-C26 Malignant neoplasms of digestive organs, • C30-C39 Malignant neoplasms of respiratory and intrathoracic organs• C40-C41 Malignant neoplasms of bone and articular cartilage• C43-C44 Melanoma and other malignant neoplasms of skin • C45-C49 Malignant neoplasms of mesothelial and soft tissue • C50-C50 Malignant neoplasms of breast • C51-C58 Malignant neoplasms of female genital organs • C60-C63 Malignant neoplasms of male genital organs • C64-C68 Malignant neoplasms of urinary tract • C69-C72 Malignant neoplasms of eye, brain and other parts of central nervous system • C73-C75 Malignant neoplasms of thyroid and other endocrine glands • C76-C80 Malignant neoplasms of ill-defined, other secondary and unspecified sites • C7A-C7A Malignant neuroendocrine tumours • C7B-C7B Secondary neuroendocrine tumours • C81-C96 Malignant neoplasms of lymphoid, hematopoietic and related tissue• D00-D09 In situ neoplasms • D10-D36 Benign neoplasms, except benign neuroendocrine tumours • D37-D48 Neoplasms of uncertain behaviour, polycythaemia vera and myelodysplastic syndromes • D3A-D3A Benign neuroendocrine tumours • D49-D49 Neoplasms of unspecified behaviour
3	Epilepsy	G40 Epilepsy
4	Heart Ailment Congenital heart disease and valvular heart disease	I49 Other cardiac arrhythmias, (I20-I25), Ischemic heart diseases, I50 Heart failure, I42, Cardiomyopathy; I05-I09 - Chronic rheumatic,heart diseases. • Q20 Congenital malformations of cardiac chambers and connections • Q21 Congenital malformations of cardiac septa • Q22 Congenital malformations of pulmonary and tricuspid valves • Q23 Congenital malformations of aortic and mitral valves • Q24 Other congenital malformations of heart • Q25 Congenital malformations of great arteries • Q26 Congenital malformations of great veins • Q27 Other congenital malformations of peripheral vascular system• Q28 Other congenital malformations of circulatory system • I00-I02 Acute rheumatic fever • I05-I09 • Chronic rheumatic heart diseases Nonrheumatic mitral valve disorders mitral (valve): • disease (I05.9) • failure (I05.8) • stenosis (I05.0). When of unspecified cause but with mention of: • diseases of aortic valve (I08.0), • mitral stenosis or obstruction (I05.0) when specified as congenital (Q23.2, Q23.3) when specified as rheumatic (I05), I34.0Mitral (valve) insufficiency • Mitral (valve): incompetence / regurgitation - • NOS or of specified cause, except rheumatic, I 34.1to I34.9 - Valvular heart disease.
5	Cerebrovascular disease (Stroke)	I67 Other cerebrovascular diseases, (I60-I69) Cerebrovascular diseases
6	Inflammatory Bowel Diseases	K 50.0 to K 50.9 (including Crohn's and Ulcerative colitis) ,K50.0 - Crohn's disease of small intestine; K50.1 -Crohn's disease of large intestine; K50.8 - Other Crohn's disease; K50.9 - Crohn'sdisease, unspecified. K51.0 - Ulcerative (chronic) enterocolitis; K51.8 -Other ulcerative colitis; K51.9 - Ulcerative colitis,unspecified.
7	Chronic Liver diseases	K70.0 To K74.6 Fibrosis and cirrhosis of liver; K71.7 - Toxic liver disease with fibrosis and cirrhosis of liver; K70.3 - Alcoholic cirrhosis of liver; I98.2 - K70.- Alcoholic liver disease; Oesophageal varices in diseases classifiedelsewhere. K 70 to K 74.6 (Fibrosis, cirrhosis, alcoholic liver disease, CLD)
8	Pancreatic diseases	K85-Acute pancreatitis; (Q 45.0 to Q 45.1) Congenital conditions of pancreas, K 86.1 to K 86.8 - Chronic pancreatitis

9	Chronic Kidney disease	N17-N19 Renal failure; I12.0 - Hypertensive renal disease with renal failure; I12.9 Hypertensive renal disease without renal failure; I13.1 - Hypertensive heart and renal disease with renal failure; I13.2 - Hypertensive heart and renal disease with both (congestive) heart failure and renal failure; N99.0 - Post procedural renal failure; O08.4 - Renal failure following abortion and ectopic and molar pregnancy; O90.4 - Postpartum acute renal failure; P96.0 - Congenital renal failure. Congenital malformations of the urinary system (Q 60 to Q64), diabetic nephropathy E14.2, N.083
10	Hepatitis B	B16.0 - Acute hepatitis B with delta-agent (coinfection) with hepatic coma; B16.1 - Acute hepatitis B with delta-agent (coinfection) without hepatic coma; B16.2 - Acute hepatitis B without delta-agent with hepatic coma; B16.9 - Acute hepatitis B without delta-agent and without hepatic coma; B17.0 - Acute delta-(super)infection of hepatitis B carrier; B18.0 - Chronic viral hepatitis B with delta-agent; B18.1 - Chronic viral hepatitis B without delta-agent;
11	Alzheimer's Disease, Parkinson's Disease -	G30.9 - Alzheimer's disease, unspecified; F00.9 - G30.9 Dementia in Alzheimer's disease, unspecified, G20 - Parkinson's disease.
12	Demyelinating disease	G.35 to G 37
13	HIV & AIDS	B20.0 - HIV disease resulting in mycobacterial infection; B20.1 - HIV disease resulting in other bacterial infections; B20.2 - HIV disease resulting in cytomegaloviral disease; B20.3 - HIV disease resulting in other viral infections; B20.4 - HIV disease resulting in candidiasis; B20.5 - HIV disease resulting in other mycoses; B20.6 - HIV disease resulting in Pneumocystis carinii pneumonia; B20.7 - HIV disease resulting in multiple infections; B20.8 - HIV disease resulting in other infectious and parasitic diseases; B20.9 - HIV disease resulting in unspecified infectious or parasitic disease; B23.0 - Acute HIV infection syndrome; B24 - Unspecified human immunodeficiency virus [HIV] disease
14	Loss of Hearing	H90.0 - Conductive hearing loss, bilateral; H90.1 - Conductive hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.2 - Conductive hearing loss, unspecified; H90.3 - Sensorineural hearing loss, bilateral; H90.4 - Sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.6 - Mixed conductive and sensorineural hearing loss, bilateral; H90.7 - Mixed conductive and sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.8 - Mixed conductive and sensorineural hearing loss, unspecified; H91.0 - Ototoxic hearing loss; H91.9 - Hearing loss, unspecified
15	Papulosquamous disorder of the skin	L40 - L45 Papulosquamous disorder of the skin including psoriasis lichen planus
16	Avascular necrosis (osteonecrosis)	M 87 to M 87.9

#### 4. CONDITIONS

**PAYMENT OF PREMIUM:** The premium under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorized official of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured Person in so far as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsements of this policy shall be valid, unless made in writing and signed by an authorised official of the Company.

**RENEWAL OF POLICY:** The policy shall ordinarily be renewable except on grounds of fraud, Misrepresentation by the insured person.

I. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years

II. Request for renewal along with requisite premium shall be received by the Company before the end of the Policy Period.

III. The Company shall not be responsible or liable for non-renewal of policy due to non-receipt or delayed receipt (i.e. After the due date) of the proposal form or of the medical practitioners report wherever required or due to any other reason whatsoever.

IV. Notwithstanding this, however, the decision to accept or reject for coverage any person upon renewal of this insurance shall rest solely with the Company. The company may at its discretion revise the premium rates and /or the terms & condition of the policy every year upon renewal thereof. Renewal of this policy is not automatic;

V. Premium due must be paid by the proposer to the company before the due date.

VI. The Company shall endeavor to give notice for renewal. However, the Company is not under obligation to give notice for renewal.

**ENTIRE CONTRACT:** This policy /prospectus/ proposal form and declaration given by the insured constitute the complete contract. Insurer may alter the terms and conditions of this policy/contract. Any alteration that may be made by the insurer shall only be evidenced by a duly signed and sealed endorsement on the policy.

**COMMUNICATION:** Every notice or communication to be given or made under this policy shall be delivered in writing at the address of the policy issuing office / Third Party Administrator as shown in the Schedule.

**PAYMENT OF PREMIUM:** The premium under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorized official of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured Person in so far as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsements of this policy shall be valid, unless made in writing and signed by an authorized official of the Company.

**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.

**NOTICE OF CLAIM:** Immediate notice of claim with particulars relating to Policy Number, ID Card No., Name of insured person in respect of whom claim is made, Nature of disease / injury and Name and Address of the attending medical practitioner / Hospital/Nursing Home etc. should be given to the Company / TPA while taking treatment in the Hospital / Nursing Home by Fax, Email. Such notice should be given within 48 hours of admission but before discharge from Hospital / Nursing Home, unless waived in writing.

**CLAIM DOCUMENTS:** Final claim along with original Bills/Cash memos/reports, claim form and documents as listed below should be submitted to the Company / TPA within 15 days of discharge from the Hospital / Nursing Home.

a. Original bills, all receipts and discharge certificate / card from the hospital.

b. All documents pertaining to the illness, starting from the date it was first detected, i.e Doctor's consultations reports / history

c. Medical history of the patient recorded by the Hospital.

d. Original Cash-memo from the hospital (s) / chemist (s) supported by proper prescription.

e. Original receipt, pathological and other test reports from a pathologist / radiologist including film etc supported by the note from attending Medical Practitioner / Surgeon demanding such tests.

f. Original attending Consultants / Anesthetists / Specialist certificates regarding diagnosis and bills / receipts etc. g. Surgeon's original certificate stating diagnosis and nature of operation performed along with bills / receipts etc. h. MLC/FIR/Post Mortem Report,( if applicable)

i. Disability certificate, Death certificate ( if applicable)

j. Details of previous policies, if the details are already not with TPA.

k. Any other information required by Company/TPA.

All documents must be duly attested by the Insured person/claimant.

In case of post hospitalization treatment (limited to 60 days) all supporting claim papers / documents as listed above should also be submitted within 15 days from completion of such treatment ( up to 60 days or actual period whichever is less) to the Company / T.P.A. In addition insured Person should also provide the Company / TPA such additional information and assistance as the Company / TPA may require in dealing with the claim.

Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time limit. Otherwise Company has a right to reject the claim.

**CLAIM SETTLEMENT (provision for Penal Interest):**

i. The Company shall settle or reject a claim, as the case may be, within 30 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 receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

iii. However, where the circumstance of a claim warrants an investigation in the opinion of the Company, it 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, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.

iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above bank rate from the date of receipt of last necessary document to the date of payment of claim.

**("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).**

#### **MEDICAL RECORDS:**

(i) The insured person hereby agrees to and authorizes the disclosure, to the Company / TPA or any other person nominated by the Company, of any and all Medical records and information held by any Institution / Hospital or Person from which the insured person has obtained any medical or other treatment to the extent reasonably required by the Company / TPA in connection with any claim made under this policy or the Company's liability there under.

(ii) The Company / TPA agree that they will preserve the confidentiality of any documentation and information that comes into their possession pursuant to (i) above and will only use it in connection with any claim made under this policy or the Company's liability there under.

(iii) Any medical practitioner authorized by the Company / TPA shall be allowed to examine the Insured Person in case of any alleged injury or disease requiring Hospitalization when and so often as the same may reasonably be required on behalf of the Company / TPA.

**PAYMENT OF CLAIM:** All medical treatment for the purpose of this insurance will have to be taken in India only and all claims shall be payable in Indian currency only.

**PROPORTIONATE CLAUSE** - If the Insured Person is admitted in the hospital in a room where the room category or the Room Rent incurred is higher than the eligibility as specified in the Policy Schedule/ Certificate of Insurance, then the Policyholder/ Insured Person shall bear a rateable proportion of the total & specified Associated Medical Expenses (including surcharge or taxes thereon) in the proportion of the difference between the Room Rent of the entitled room category/eligible Room Rent to the Room Rent actually incurred. However, this will not be applicable in respect of Medicines/Pharmacy/ Drugs, Consumables, Medical Devices/ implants and Cost of Diagnostics.

#### **ASSOCIATED MEDICAL EXPENSES :**

- Doctor's fees / Consultant fees/RMO fees
- Nursing expenses including administration charges/ transfusion charges/ injection charges
- Surgeon fees / Asst Surgeon fees
- Anesthesia fees
- Procedure charges of any kind which includes :-
  - I. Chemotherapy/Radiotherapy charges
  - II. Nebulisation
  - III. Hemodialysis
  - IV. PICC line insertion
  - V. Catheterisation charges
  - VI. Tracheostomy etc.
  - VII. IV charges
  - VIII. Blood transfusion charges
  - IX. Dialysis
  - X. Surgery Charges OT charges including OT gas, equipment charges

**SUBROGATION:** In the event of a claim paid under the policy, the Company shall assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**CONTRIBUTION:** Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

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

- i. is fixed in nature;
- ii. does not have any relation to the treatment costs;

**COMPLETE DISCHARGE :** Any payment to the Insured Person or his/ her nominees or his/ her legal representative or to the Hospital/Nursing Home or Assignee, as the case may be, for any benefit under the Policy shall be a valid and an effectual discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

**REPUDIATION:**

i. The Company shall repudiate the claim if not payable under the policy. The Company / TPA shall mention the reasons for repudiation in writing to the insured person. The insured person shall have the right to appeal/approach the Grievance Redressal Cell of the company at its policy issuing office, concerned Divisional Office, concerned Regional Office or of the Head Office, situated at A-25/27, Asaf Ali Road, New Delhi-110002.

If the insured is not satisfied with the reply of the Grievance Cell under (i), he may approach the Insurance Ombudsman, established by the Central Government for redressal of grievance. The Insurance Ombudsman is empowered to adjudicate on personal lines of insurance claims upto Rs.30 lacs.

**GRIEVANCE REDRESSAL:**

In case of any grievance the insured person may contact the company through

**Website:** [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) **Toll free:** 1800118485 Or 011-33208485

**E-mail:** [csd@orientalinsurance.co.in](mailto:csd@orientalinsurance.co.in)

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at:

**Customer Service Department 4th Floor, Agarwal House Asaf Ali Road, New Delhi-110002.**

For updated details of grievance officer, kindly refer the link

<https://orientalinsurance.org.in/documents/10182/7605007/List+of+Nodal+Officer+.pdf/992a7f9b-aef7-5cac-c613-ffc05d578a3e>

**Insurance Ombudsman** –If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The contact details of the Insurance Ombudsman offices have been provided as Annexure-III & revised details of insurance ombudsman as and when amended as available in the website <http://ecoi.co.in/ombudsman.html> Grievance may also be lodged at IRDAI Integrated Grievance Management System – <https://igms.irda.gov.in/>

**DISCLAIMER OF CLAIM:** If the Company shall disclaim liability and communicates in writing (either through the TPA or by itself) to the Insured in respect of any claim hereunder and such claim has not within 12 calendar months from the date of such disclaimer been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

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

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

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

**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 his/her behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule, who shall be jointly and severally liable for such repayment.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent, 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 policy 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 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.



**CANCELLATION CLAUSE:**

a). The Insured may cancel this Policy by giving 15 day's written notice, and in such an event, the Company shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

<b>Period on Risk</b>	<b>Rate of premium to be charged</b>
Upto 1 Month	1/4th of the annual rate
Upto 3 Months	1/2 of the annual rate
Upto 6 Months	3/4th of the annual rate
Exceeding 6 months	Full annual rate

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.

b). The Company may cancel the Policy at any time on grounds of misrepresentation, non- disclosure of material facts fraud by the insured Person, by giving 30 (thirty) day's written notice. There would be no refund of premium on cancellation on grounds of misrepresentation non- disclosure of material facts or fraud.

**FREE LOOK PERIOD:** The insured person is allowed free look period of fifteen days from the date of receipt of the Policy document to review the terms and conditions of the Policy and to return the same if not acceptable.

If the Insured has not made any claim during the free look period, and exercises this option, the Insured shall be entitled to,

i. A refund of the premium paid less any expenses incurred by the Company on medical examination of the Insured Persons and the stamp duty charges or

ii. where the risk has already commenced and the option of return of the Policy is exercised by the Insured, a deduction towards the proportionate risk premium for period on cover or

iii. where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

**GRACE PERIOD:** In the event of delay in renewal of the policy, a grace period of 30 days is allowed. However, no coverage shall be available during the grace period and any disease/injury contracted during the break period shall not be covered and shall be treated as Pre-existing disease

**RENEWAL OF POLICY:** The policy shall ordinarily be renewable except on grounds of fraud, Misrepresentation by the insured person.

I. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years

II. Request for renewal along with requisite premium shall be received by the Company before the end of the Policy Period.

III. The Company shall not be responsible or liable for non-renewal of policy due to non-receipt or delayed receipt (i.e. After the due date) of the proposal form or of the medical practitioners report wherever required or due to any other reason whatsoever.

IV. Notwithstanding this, however, the decision to accept or reject for coverage any person upon renewal of this insurance shall rest solely with the Company. The company may at its discretion revise the premium rates and/ or the terms & condition of the policy every year upon renewal thereof. Renewal of this policy is not automatic;

V. Premium due must be paid by the proposer to the company before the due date.

VI. The Company shall endeavor to give notice for renewal. However, the Company is not under obligation to give notice for renewal.

**MIGRATION:** The insured person will have the option to migrate the policy to other health insurance products/plans offered by the Company by applying for migration of the policy at least 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the Company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed Guidelines on Migration, kindly refer the link:-

[https://www.irdai.gov.in/ADMINCMS/cms/whatsNew\\_Layout.aspx?page=PageNo3987&flag=1](https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1)

**Portability:** The Insured Person will have the option to port the Policy to other insurers by applying to such insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on Portability, kindly refer the link:

[https://www.irdai.gov.in/ADMINCMS/cms/whatsNew\\_Layout.aspx?page=PageNo3987&flag=1](https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1)



## MORATORIUM PERIOD

After completion of eight continuous years under this policy no look back to be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of eight continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract.

### 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. For Claim settlement under reimbursement, the Company will pay the policyholder. 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.

**JURISDICTION:** All disputes or differences under or in relation to the policy shall be determined by the Indian Courts and according to the Indian laws.

**IRDA REGULATION:** This Policy is subject to IRDAI (Protection of Policy holder's interest) Regulation, 2017 and IRDAI (Health Insurance) Regulations 2016 and Guidelines on Standardization in health insurance, as amended from time to time.

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

**(Explanation: "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)**

### Appendix I Day care procedures / surgeries

<b>A</b>	<b>Microsurgical Operations on the Middle Ear</b>
1	Stapedotomy
2	Stapedectomy
3	Revision of a stapedectomy
4	Myringoplasty (Type -I Tympanoplasty
5	Tympanoplasty (closure of an eardrum perforation/reconstruction of the auditory ossicles)
6	Revision of a tympanoplasty
<b>B</b>	<b>Other operations on the middle &amp; internal ear</b>
7	Myringotomy
8	Removal of a tympanic drain
9	Incision of the mastoid process and middle ear
10	Mastoidectomy
11	Reconstruction of the middle ear
12	Fenestration of the inner ear
13	Revision of a fenestration of the inner ear
14	Incision (opening) and destruction (elimination) of the inner ear
<b>C</b>	<b>Operations on the nose &amp; the nasal sinuses</b>
15	Excision and destruction of diseased tissue of the nose
16	Operations on the turbinates (nasal concha)
17	Nasal sinus aspiration
<b>D</b>	<b>Operations on the eyes</b>
18	Incision of tear glands

19	Incision of diseased eyelids
20	Excision and destruction of diseased tissue of the eyelid
21	Operations on the canthus and epicanthusv
22	Corrective surgery for entropion and ectropion
23	Corrective surgery for blepharoptosis
24	Removal of a foreign body from the conjunctiva
25	Removal of a foreign body from the cornea
26	Incision of the cornea
27	Operations for pterygium
28	Removal of a foreign body from the lens of the eye
29	Removal of a foreign body from the posterior chamber of the eye
30	Removal of a foreign body from the orbit and eyeball
31	Operation of cataract
<b>E</b>	<b>Operations on the skin &amp; subcutaneous tissues</b>
32	Incision of a pilonidal sinus
33	Free skin transplantation, donor site
34	Free skin transplantation, recipient site
35	Revision of skin plasty
36	Simple restoration of surface continuity of the skin and subcutaneous tissues
37	Destruction of diseased tissue in the skin and subcutaneous tissues
38	Local excision of diseased tissue of the skin and subcutaneous tissues
39	Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues
40	Chemosurgery to the skin
<b>F</b>	<b>Operations on the tongue</b>
41	Incision, excision and destruction of diseased tissue of the tongue
42	Partial glossectomy
43	Glossectomy
44	Reconstruction of the tongue
<b>G</b>	<b>Operations on the salivary glands &amp; salivary ducts</b>
45	Incision and lancing of a salivary gland and a salivary duct
46	Excision of diseased tissue of a salivary gland and a salivary duct
47	Resection of a salivary gland
48	Reconstruction of a salivary gland and a salivary duct
<b>H</b>	<b>Other operations on the mouth &amp; face</b>
49	External incision and drainage in the region of the mouth, jaw and face
50	Incision of the hard and soft palate
51	Excision and destruction of diseased hard and soft palate
52	Incision, excision and destruction in the mouth
53	Plastic surgery to the floor of the mouth
54	Palatoplasty
<b>I</b>	<b>Operations on the tonsils &amp; adenoids</b>
55	Transoral incision and drainage of a pharyngeal abscess
56	Tonsillectomy without adenoidectomy
57	Tonsillectomy with adenoidectomy
58	Excision and destruction of a lingual tonsil
<b>J</b>	<b>Trauma surgery and orthopaedics</b>

59	Incision on bone, septic and aseptic
60	Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis
61	Reduction of dislocation under GA
62	Arthroscopic knee aspiration
<b>K</b>	<b>Operations on the breast</b>
63	Incision of the breast
64	Operations on the nipple
<b>L</b>	<b>Operations on the digestive tract</b>
65	Incision and excision of tissue in the perianal region
66	Surgical treatment of anal fistulas
67	Surgical treatment of haemorrhoids
68	Division of the anal sphincter (sphincterotomy)
69	Ultrasound guided aspirations
70	sclerotherapy
<b>M</b>	<b>Operations on the female sexual organs</b>
71	Incision of the ovary
72	Insufflation of the Fallopian tubes
73	Dilatation of the cervical canal
74	Conisation of the uterine cervix
75	Incision of the uterus (hysterotomy)
76	Therapeutic curettage
77	Culdotomy
78	Incision of the vagina
79	Local excision and destruction of diseased tissue of the vagina and the pouch of Douglas
80	Incision of the vulva
81	Operations on Bartholin's glands (cyst)
<b>N</b>	<b>Operations on the prostate &amp; seminal vesicles</b>
82	Incision of the prostate
83	Transurethral excision and destruction of prostate tissue
84	Transurethral and percutaneous destruction of prostate tissue
85	Open surgical excision and destruction of prostate tissue
86	Radical prostatovesiculectomy
87	Incision and excision of periprostatic tissue
88	Operations on seminal vesicles
<b>O</b>	<b>Operations on the scrotum &amp; tunica vaginalis testis</b>
89	Incision of the scrotum and tunica vaginalis testis
90	Operation on a testicular hydrocele
91	Excision and destruction of diseased scrotal tissue
92	Plastic reconstruction of the scrotum and tunica vaginalis testis
<b>P</b>	<b>Operations on the testes</b>
93	Incision of the testes
94	Excision and destruction of diseased tissue of the testes
95	Unilateral orchidectomy
96	Bilateral orchidectomy
97	Orchidopexy
98	Abdominal exploration in cryptorchidism
99	Surgical repositioning of an abdominal testis

100	Reconstruction of the testis
101	Implantation, exchange and removal of a testicular prosthesis
<b>Q</b>	<b>Operations on the spermatic cord, epididymis und ductus deferens</b>
102	Surgical treatment of a varicocele and a hydrocele of the spermatic Cord
103	Excision in the area of the epididymis
104	Epididymectomy
105	Reconstruction of the spermatic cord
106	Reconstruction of the ductus deferens and epididymis
<b>R</b>	<b>Operations on the penis</b>
107	Operations on the foreskin
108	Local excision and destruction of diseased tissue of the penis
109	Amputation of the penis
110	Plastic reconstruction of the penis
<b>S</b>	<b>Operations on the urinary system</b>
111	Cystoscopical removal of stones
<b>T</b>	<b>Other Operations</b>
112	Lithotripsy
113	Coronary angiography
114	Haemodialysis
115	Radiotherapy for Cancer
116	Cancer Chemotherapy

**Annexure I**  
**List I- Items for which coverage is not available in the policy**

Sl. No.	Item
1	BABY FOOD
2	BABY UTILITIES
3	BEAUTY SERVICES
4	BELTS/BRACES
5	BUDS
6	COLD PACK/HOT PACK
7	CARRY BAGS
8	EMAIL/ INTERNET CHARGES
9	FOOD CHARGES (OTHER THAT PATIENT'S DIET PROVIDED BY HOSPITAL)
10	LEGGINGS
11	LAUNDRY CHARGES
12	MINERAL WATER
13	SANITARY PAD
14	TELEPHONE CHARGES
15	GUEST SERVICES
16	CREPE BANDAGE
17	DIAPER OF ANY TYPE
18	EYELET COLLAR
19	SLINGS
20	BLOOD GROUPING ND CROSS MATCHING OF DONORS SAMPLES
21	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED
22	TELEVISION CHARGES

23	SURCHARGES
24	ATTENDANT CHARGES
25	EXTRA DIET OF PATIENT (other than which forms part of bed charges)
26	BIRTH CERTIFICATE
27	CERTIFICATE CHARGES
28	COURIER CHARGES
29	CONVEYANCE CHARGES
30	MEDICAL CERTIFICATE
31	MEDICAL RECORDS
32	PHOTOCOPY CHARGES
33	MORTUARY CHARGES
34	WALKING AIDS CHARGES
35	OXYGEN CYLINDER ( FOR USAGE OUTSIDE THE HOSPITAL)
36	SPACER
37	SPIROMETER
38	NEBULIZER KIT
39	STEAM INHALER
40	ARMSLING
41	THERMOMETER
42	CERVICAL COLLAR
43	SPLINT
44	DIABETIC FOOT WEAR
45	KNEE BRACES (LONG/SHORT/HINGED)
46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
47	LUMBO SCARLET BELT
48	NIMBUS BED OR WATER OR AIR BED CHARGES
49	AMBULANCE COLLAR
50	AMBULANCE EQUIPMENT
51	ABDOMINAL BINDER
52	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
53	SUGAR FREE TABLETS
54	CREAMS, POWDERS, LOTIONS ( Toiletries are not payable, only prescribed medical pharmaceuticals payable)
55	ECG ELECTRODES
56	GLOVES
57	NEBULISATION KIT
58	ANY KIT WITH NO DETAILS MENTIONED (DELIVERY KIT, ORTHOKIT, AND RECOVERY KIT ETC.)
59	KIDNEY TRAY
60	MASK
61	OUNCE GLASS
62	OXYGEN MASK
63	PELVIC TRACTION BELT
64	PAN CAN
65	TROLLEY COVER
66	UROMETER, URINE JUG
67	AMBULANCE



**List II- Items that are to be subsumed into Room Charges**

Sl. No	ITEMS
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED)
2	HAND WASH
3	SHOE COVER
4	CAPS
5	CRADLE CHARGES
6	COMB
7	EAU-DE-COLOGNE/ROOM FRESHNERS
8	FOOT COVER
11	TISSUE PAPER
12	TOOTH PASTE
13	TOOTH BRUSH
14	BED PAN
15	FACE MASK
16	FLEXI MASK
17	HAND HOLDER
18	SPUTUM CUP
19	DISINFECTANT LOTIONS
20	LUXURY TAX
21	HVAC
22	HOUSE KEEPING CHARGES
23	AIR CONDITIONER CHARGES
24	IM IV INJECTION CHARGES
25	CLEAN SHEET
26	BLANKET/ WARMER BLANKET
27	ADMISSION KIT
28	DIABETIC CHART CHARGES
29	DOCUMENTATION CHARGES/ADMINISTRATIVE CHARGES
30	DISCHARGE PROCEDURE CHARGES
31	DAILY CHART CHARGES
32	ENTRANCE PASS/ VISITORS PASS CHARGES
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
34	FILE OPENING CHARGES
35	INCIDENTAL EXPENSES/MISC. CHARGES (NOT EXPLAINED)
36	PATIENT IDENTIFICATION BAND /NAME TAG
37	PULSWOXYMETER CHARGES

**List III - Items that are to be subsumed into Procedure Charges**

Sl. No.	Items
1	HAIR REMOVAL CREAM
2	DISPOSABLE RAZORS CHARGES ( FOR SITE PREPARATION)
3	EYE PAD
4	EYE SHIELD
5	CAMERA COVER

6	DVD, CD CHARGES
7	GAUZE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPIC COVER
12	SURGICAL BLADES, HARMONIC SCALPEL, SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE
16	X-RAY FILM
17	BOYLES APPRATUS CHARGES
18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHO BUNDLE, GYNAE BUNDLE

<b>List IV- Items that are to be subsumed into costs of treatment</b>	
<b>Sl. No.</b>	<b>Items</b>
1	ADMISSION /REGISTRATION CHARGES
2	HOSPITALIZATION FOR EVALUATION/ DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES
5	BIPAP MACHINE
6	CPAD/CAPD EQUIPMENTS
7	INFUSION PUMP COST
8	HYDROGEN PEROXIDE/SPIRIT/DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES
10	HIV KIT
11	ANTESEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOL SWAB
16	SCRUB SOLUTIONS/STERILLIUM
17	GLUCOMETER & STRIPS
18	URINE BAG

**SPECIAL CONDITIONS:**

3.1 any medical practitioner authorised by the company shall be allowed to examine the insured person in the case of any alleged injury or disease requiring hospitalisation when and so often as the same may reasonably be required on behalf of the company.

3.2 all medical/surgical treatment under this policy shall have to be taken in India.

**GENERAL EXCLUSIONS:**

The company shall not be liable in respect of:

1. Loss damage, liability or expenses, whether direct or indirect occasioned by, happening through or arising from any consequences of war, invasion act of foreign enemy hostilities (whether war be declared not) civil war rebellion revolution insurrection. Military or usurped power or civil commotion or loot or pillage in connection therewith.
2. Consequential loss of any kind or description.
3. Any loss due to depreciation and wear and tear.
4. loss or damage directly or indirectly caused by or arising from on in consequence of or contributed to by nuclear weapons material.

**SECTION-XV**

**AGRICULTURAL TRACTORS**

Subject to the terms, exception, conditions contained herein

**SUB-SECTION 1- LOSS OR DAMAGE**

1. The company will indemnify the insured against loss of or damage to the agricultural tractors and/or its accessories whilst there on by :-
  - a) fire, explosion, self ignition or lightning.
  - b) burglary, housebreaking or theft:
  - c) riot and strike
  - d) earthquake (fire and shock damage)
  - e) flood, typhoon, hurricane, storm, tempest, inundation, cyclone, hailstorm, frost,
  - f) accidental external means
  - g) malicious act
  - h) terrorism activities
  - i) landslide/rockslide
  - j) Whilst in transit by road rail inland waterway life elevator or air.

Subject to a deduction for deprecation at the rates mentioned below in respect of parts replaced:

1. For all rubber. Nylon, plane parts, tyres and battery.....50%
2. For all parts made of glass.....nil
3. For all other parts (including all wooden parts) as under

<b>Age of vehicle:</b>	<b>% of depreciation</b>
Upto 6 month	nil
Between 6 months 1 years	5%
Between 1 years and 2 years	10%
Between 2 years and 3 years	15%
Between 3 years and 4 years	25%
Between 4 years and 5 years	35%
Between 5 years and 10 years	40%
Over 10 years	50%

2. The company shall not be liable to make any payment in respect of:-
  - (a) Consequential loss, Depreciation, wear and tear, mechanical or electrical breakdowns. Failure or breaks not for damage caused by overloading or strain of the motor vehicle nor for loss of or damage to accessories by burglary, Housebreaking or theft unless tractor is stolen at the same time.
  - (b) Damage to tyres unless the tractor is damaged at the same time when the liability of the company is limited to 50% (fifty percent) of the cost of replacement.
  - (c) Any accidental loss or damage suffered whilst the insured or any person driving with the knowledge and consent of the insured is under the influence of intoxication liquor or drugs.

3. In the event of the agricultural tractor being disabled by reason of loss or damage covered under this policy the company will bear the cost of protection and removal to the nearest repairers and of redelivery to the insured but not exceeding in all Rs. 1000/- (one thousand) in respect of any one accident.

4. The insured may authorize the repair of the tractor necessitated by damage for which the company may be liable under this policy provided that

(a) the estimated cost of such repair does not exceed Rs. 500/-.

(b) the company is furnished forthwith a detailed estimate of the cost and.

(c) the insured shall give the company every assistance to see that such repair is necessary and the charges reasonable.

#### **SUB-SECTION II . LIABILITY TO THIRD PARTIES**

Subject to the limits of liability as laid down in the schedule hereto the company will indemnify the insured against all sums including claimant's cost and expenses which the insured shall become legally liable to pay in respect of

(i) death or bodily injury to any person caused by or arising out of the use (including the loading and or unloading) of the agricultural tractor.

(ii) damage to property caused by the use (including to loading and/or unloading) of the tractor.

#### **PROVIDED ALWAYS THAT**

(a) the company shall not be liable in respect of death, injury damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the tractor for loading thereon or the taking away of the load from the tractor for unloading there from.

(b) except so far as is necessary to meet the requirements of the motor vehicles act, the company shall not be liable in respect of death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment.

(c) except so far as is necessary to meet the requirement of the motor vehicles act in relation to the liability under the workmen's compensation act 1923 the company shall not be liable in respect of death of or bodily injury to any person (other than a passenger carried by reason of or in pursuance of the contract of employment) being carried in a upon or entering or mounting or alighting from the Tractor at the time of the occurrence of the event out of which any claim arises

(d) the company shall not be liable in respect of damage to property belonging to or held in trust by or in the custody or control of the insured or a member of the insured's household or being conveyed by the Motor vehicle.

(e) the company shall not be liable in respect of damage to any bridge and/or viaduct and/or to any road and/or anything beneath by vibration or by the weight of the Motor Vehicle and/or load carried by the Tractor.

In terms of and subject to the limitations of the indemnity which is granted by this section to the insured the company will indemnify any driver who is driving the motor vehicle on the insured's order or with his permission provided that such driver shall as though he were the insured observe fulfill and be subject to the terms exceptions and conditions of this policy in so far as they can apply.

#### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the provisions of the motor vehicles act . 1988. But the insured shall repay to the company all sums paid by the company would not have been liable to pay but for the said provisions.

#### **SPECIAL EXCEPTIONS**

The company shall not be liable under this section in respect of

(1) any accident loss damage caused sustained or incurred outside the geographical area.

(2) any claim arising out of any contractual liability

(3) any accident loss/damage and/or liability caused sustained or incurred whilst the tractor is

a) being used otherwise than in accordance with the limitations as to use.

b) being driven by any person other than driver as stated in the driver's clause.

(4) a) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

b) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear waste from the combustion or nuclear fuel for the purposes of this exception combustion shall include any self sustaining process of nuclear fission.

(5) any accident, loss, damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

#### **SPECIAL CONDITIONS FOR SECTION XV:**

This policy and the schedule shall be read together and any word or expressions to which a specific meaning has been attached in any part or of the schedule shall bear the same meaning wherever it may appear

1. Notice shall be given in writing to the company immediately upon the occurrence of any accident or loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the company shall require. Every letter claim writ summons and/or process shall be forwarded to the company immediately on receipt by the insured notice shall also be given in writing to the company immediately the insured shall have knowledge of any impending prosecution inquest fatal inquiry in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other criminal act which may be subject of claim under this policy the insured shall give immediate notice to the police and co-operate with the company in securing the conviction of the offender.

2. No admission, Offer, Promise or indemnity shall be made or given by or on behalf of the insured without the written consent of the company which shall be entitled if it so desires to take over and conduct in the name of the insured the defense, or settlement of any claim or to prosecute in the same of the insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the insured shall give all such information and assistance as the Company may require.

3. The company may at its own option repair reinstate or replace the tractor or part thereof and of its accessories we may pay in cash the amount of the loss or damage and the liability of the company shall not exceed the actual value of the parts damaged or lost less depreciation plus the reasonable cost of fitting and shall or shall not exceed the insured estimate of the value of the tractor (including accessories thereon) as specified in the schedule or value of the tractor (including accessories thereon) at the time of the loss or damage whichever is less.

4. The insured shall take all reasonable steps to safeguard the tractor from loss or damage and to maintain it in efficient condition and the company shall have at all times free and full access to examine the tractor or any part thereof or any driver or employee of the insured in the event of any accident or breakdown the tractor shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the tractor be driven before the necessary repairs are effected any extension of the damage or further damage to the tractor shall be entirely at the insured's expenses.

**Note:-** (i) the due observance and fulfillment of the terms provisions conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answer in the said proposal shall be conditions precedent to any liability of the company to make any payment under this policy.

## **SECTION-XVI TWO WHEELER INSURANCE**

Whereas the Insured by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein has applied to the company for insurance hereinafter contained and has paid the premium mentioned in the schedule as consideration for such insurance in respect of accident loss or damage occurring during the Period of Insurance.

(The term two wheeler referred to in this Tariff will include motor cycle/scooter/auto cycle or any othermotorized two wheeled vehicle mentioned in the Schedule)

#### **NOW THIS POLICY WITNESSETH:**

That subject to the Terms Exceptions and Conditions contained herein or endorsed or otherwise expressed hereon.

#### **SECTION I : LOSS OF OR DAMAGE TO THE VEHICLE INSURED**

The Company will indemnify the insured against loss or damage to the vehicle insured hereunder and/or its accessories whilst thereon

- 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 malicious act;
- viii. by terrorist activity;
- ix. whilst in transit by road rail inland- waterway lift elevator or air;
- x. by landslide/rockslide.

**Subject to a deduction for depreciation at the rates mentioned below in respect of parts replaced;**

- 1. For all rubber/ nylon/ plastic parts, tyres, tubes and batteries - 50%
- 2. For fibre glass components 30%
- 3. For all parts made of glass Nil
- 4. Rate of depreciation for all other parts including wooden parts will be as per the following schedule:

AGE OF VEHICLE	% OF DEPRECIATION
Not exceeding 6 months .....	Nil
Exceeding 6 months but not exceeding 1 year.....	5%
Exceeding 1 year but not exceeding 2 years.....	10%
Exceeding 2 years but not exceeding 3 years.....	15%
Exceeding 3 years but not exceeding 4 years.....	25%
Exceeding 4 years but not exceeding 5 years.....	35%
Exceeding 5 year but not exceeding 10 years.....	40%
Exceeding 10 years.....	50%

The Company shall not be liable to make any payment in respect of :

- (a) consequential loss, depreciation, wear and tear, mechanical or electrical breakdown failures or breakages ;
- (b) damage to Tyres and Tubes unless the vehicle insured is damaged at the same time in which case the liability of the company shall be limited to 50% of the cost of replacement.
- (c) loss of or damage to accessories by burglary housebreaking or theft unless the vehicle is stolen at the same time ; and
- (d) any accidental loss or damage suffered whilst the insured or any person driving the vehicle with the knowledge and consent of the insured is under the influence of intoxicating liquor or drugs.

In the event of the vehicle being disabled by reason of loss or damage covered under this Policy the Company will bear the reasonable cost of protection and removal to the nearest repairer and of redelivery to the Insured but not exceeding in all Rs.300/- in respect of any one accident.

The insured may authorize the repair of the vehicle necessitated by damage for which the Company may be liable under this Policy provided that:-

- (a) the estimated cost of such repair including replacements, if any, does not exceed Rs.150/-
- (b) the Company is furnished forthwith a detailed estimate of the cost of repairs and
- (c) the insured shall give the Company every assistance to see that such repair is necessary and the charges are reasonable.

**SUM INSURED – INSURED’S DECLARED VALUE (IDV)**

The Insured’s Declared Value (IDV) of the vehicle will be deemed to be the ‘SUM INSURED’ for the purpose of this policy which is fixed at the commencement of each policy period for the insured vehicle.

The IDV of the vehicle (and side car/accessories, if any, fitted to the vehicle) is to be fixed on the basis of the manufacturer's listed selling price of the brand and model as the insured vehicle at the commencement of insurance/renewal and adjusted for depreciation (as per schedule below).

The schedule of age-wise depreciation as shown below is applicable for the purpose of Total Loss/Constructive Total Loss (TL/CTL) claims only.

**THE SCHEDULE OF DEPRECIATION FOR FIXING IDV OF THE VEHICLE**

AGE OF THE VEHICLE	% OF DEPRECIATION FOR FIXING IDV
Not exceeding 6 months	5%
Exceeding 6 months but not exceeding 1 year	15%
Exceeding 1 year but not exceeding 2 years	20%
Exceeding 2 years but not exceeding 3 years	30%
Exceeding 3 years but not exceeding 4 years	40%
Exceeding 4 years but not exceeding 5 years	50%

IDV of vehicles beyond 5 years of age and of obsolete models of the vehicles ( i.e. models which the manufacturers have discontinued to manufacture) is to be determined on the basis of an understanding between the insurer and the insured.

IDV shall be treated as the 'Market Value' throughout the policy period without any further depreciation for the purpose of Total Loss (TL) / Constructive Total Loss (CTL) claims.

The insured vehicle shall be treated as CTL if the aggregate cost of retrieval and / or repair of the vehicle, subject to terms and conditions of the policy, exceeds 75% of the IDV of the vehicle.

**SECTION II - LIABILITY TO THIRD PARTIES**

1. Subject to the limits of liability as laid down in the Schedule hereto the Company will indemnify the insured in the event of an accident caused by or arising out of the use of the insured vehicle against all sums which the insured shall become legally liable to pay in respect of

i) death of or bodily injury to any person including occupants carried in the insured vehicle ( provided such occupants are not carried for hire or reward) but except so far as it is necessary to meet the requirements of Motor Vehicles Act, the Company shall not be liable where such death or injury arises out of and in the course of the employment of such person by the insured,

ii) damage to property other than property belonging to the insured or held in trust or in the custody or control of the insured.

PROVIDED ALWAYS that the Company shall not be liable in respect of death injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the bringing of the load to the vehicle for loading thereon or the taking away of the load from the vehicle after unloading there from.

2. The Company will pay all costs and expenses incurred with its written consent.

3. In terms of and subject to the limitations of the indemnity granted by this section to the insured, the Company will indemnify any driver who is driving the vehicle on the insured's order or with insured's permission provided that such driver shall as though he/she was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

4. In the event of the death of any person entitled to indemnity under this policy the Company will in respect of the liability incurred by such person indemnify his/her personal representative in terms of and subject to the limitations of this Policy provided that such personal representative shall as though such representative was the insured observe fulfill and be subject to the terms exceptions and conditions of this Policy in so far as they apply.

5. The Company may at its own option
  - (A) arrange for representation at any Inquest or Fatal Inquiry in respect of any death which may be the subject of indemnity under this Policy and
  - (B) undertake the defense of proceedings in any Court of Law in respect of any act or alleged offence causing or relating to any event which may be the subject of indemnity under this Policy.

#### **AVOIDANCE OF CERTAIN TERMS AND RIGHT OF RECOVERY**

Nothing in this Policy or any endorsement hereon shall affect the right of any person indemnified by this policy or any other person to recover an amount under or by virtue of the Provisions of the Motor Vehicles Act.

But the Insured shall repay to the Company all sums paid by the Company which the Company would not have been liable to pay but for the said provision.

#### **APPLICATION OF LIMITS OF INDEMNITY**

In the event of any accident involving indemnity to more than one person any limitation by the terms of this Policy and/or of any Endorsement thereon of the amount of any indemnity shall apply to the aggregate amount of indemnity to all persons indemnified and such indemnity shall apply in priority to the insured

#### **SECTION III – PERSONAL ACCIDENT COVER FOR OWNER-DRIVER**

Subject otherwise to the terms exceptions conditions and limitations of this Policy, the Company undertakes to pay compensation as per the following scale for bodily injury/ death sustained by the owner-driver of the vehicle indirect connection with the vehicle insured whilst mounting into/dismounting from or traveling in the insured vehicle as a co-driver, caused by violent accidental external and visible means which independent of any other cause shall within six calendar months of such injury result in:

Nature of injury	Scale of compensation
(i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye	50%
(iv) Permanent total disablement from injuries other than named above.	100%

##### 1. Provided always that

A) the compensation shall be payable under only one of the items (i) to (iv) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the sum of Rs. 1 lakh during any one period of insurance.

B) no compensation shall be payable in respect of death or bodily injury directly or indirectly wholly or in part arising or resulting from or traceable to (a) intentional self injury suicide or attempted suicide physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

C) Such compensation shall be payable directly to the insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the insured.

##### 2. This cover is subject to

- (a) the owner-driver is the registered owner of the vehicle insured herein;
- (a) the owner-driver is the insured named in this policy.
- (b) the owner-driver holds an effective driving license, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident

## **GENERAL EXCEPTIONS**

(Applicable to all sections of the Policy). The Company shall not be liable in respect of :

1. any accidental loss damage and/or liability caused sustained or incurred outside the Geographical Area.
2. any claim arising out of any contractual liability.
3. any accidental loss damage and/or liability caused sustained or incurred whilst the vehicle insured herein is:
  - a) being used otherwise than in accordance with the Limitations as to Use or
  - b) being driven by or is for the purpose of being driven by him/her in the charge of any person other than a Driver as stated in the Driver's clause.
- 4 i) any accident loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
  - ii) any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this exception combustion shall include any self-sustaining process of nuclear fission.
5. any accidental loss or damage or liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material
6. any accidental loss damage and/or liability directly or indirectly or proximately or remotely occasioned by or contributed to by or traceable to or arising out of or in connection with war, invasion, the act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), civil war, mutiny rebellion, military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder the Insured shall prove that the accidental loss damage and/or liability arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof the Company shall not be liable to make any payment in respect of such a claim.

## **DEDUCTIBLE**

The Company shall not be liable for each and every claim under Section -1 (loss of or damage to the vehicle insured) of this Policy in respect of the deductible stated in the schedule.

## **CONDITIONS**

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear the same meaning wherever it may appear.

1. Notice shall be given in writing to the Company immediately upon the occurrence of any accidental or loss or damage and in the event of any claim and thereafter the insured shall give all such information and assistance as the Company shall require. Every letter claim writ summons and/or process or copy thereof shall be forwarded to the Company immediately on receipt by the insured. Notice shall also be given in writing to the Company immediately the insured shall have knowledge of any impending prosecution inquest or fatal injury in respect of any occurrence which may give rise to a claim under this policy. In case of theft or other criminal act which may be the subject of a claim under this Policy the insured shall give immediate notice to the police and co-operate with the Company in securing the conviction of the offender.
2. No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company which shall be entitled if it so desires to take over and conduct in the name of the Insured the defense or settlement of any claim or to prosecute in the name of the Insured for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings or in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.
3. The Company may at its own option repair reinstate or replace the vehicle or part thereof and/or its accessories or may pay in cash the amount of the loss or damage and the liability of the Company shall not exceed:
  - (a) for total loss/constructive total loss of the vehicle - the Insured's Declared Value (IDV) of the vehicle (including accessories thereon) as specified in the Schedule less the value of the wreck.

(b) for partial losses, i.e. losses other than Total Loss/Constructive Total Loss of the vehicle - actual and reasonable costs of repair and/or replacement of parts lost/damaged subject to depreciation as per limits specified.

4. The Insured shall take all reasonable steps to safeguard the vehicle from loss or damage and to maintain it in efficient condition and the Company shall have at all times free and full access to examine the vehicle or any part thereof or any driver or employee of the insured. In the event of any accident or breakdown, the vehicle shall not be left unattended without proper precautions being taken to prevent further damage or loss and if the vehicle be driven before the necessary repairs are effected any extension of the damage or any further damage to the vehicle shall be entirely at the insured's own risk.

5. The Company may cancel the policy by sending seven days notice by recorded delivery to the insured at insured's last known address and in such event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere is produced.

6. If at the time of occurrence of an event that gives rise to any claim under this policy there is in existence any other insurance covering the same liability, the Company shall not be liable to pay or contribute more than its ratable proportion of any compensation, cost or expense.

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

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

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

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not, within twelve calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured and the truth of the statements and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.

9. In the event of the death of the sole insured, this policy will not immediately lapse but will remain valid for a period of three months from the date of the death of insured or until the expiry of this policy (whichever is earlier). During the said period, legal heir(s) of the insured to whom the custody and use of the Motor Vehicle passes may apply to have this Policy transferred to the name(s) of the heir(s) or obtain a new insurance policy for the Motor Vehicle.

Where such legal heir(s) desire(s) to apply for transfer of this policy or obtain a new policy for the vehicle such heir(s) should make an application to the Company accordingly within the aforesaid period. All such applications should be accompanied by:-

- a) Death Certificate in respect of the insured
- b) Proof of title to the vehicle
- c) Original Policy.



## **ENDORSEMENT**

### **IMT. 5 HIRE PURCHASE AGREEMENT**

It is hereby understood and agreed that.....(hereinafter referred to as the Owners) are the, owners of the vehicle insured is subject of an Hire Purchase Agreement made between the Owners on the one part and the insured on the other part and it is further understood and agreed that the Owners are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot **be made good by repair and / or replacement of** parts and such monies shall be paid to the Owners as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insure in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident cover For the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured or the insurer respectively under or in connection with this policy.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

### **IMT. 6 LEASE AGREEMENT**

It is hereby understood and agreed that.....(hereinafter referred to as the Lessors) are the Owners of the vehicle insured and that the vehicle insured is the subject of Lease Agreement made between the Lessor on the one part and the insured on the other part and it is further understood and agreed that the Lessors are interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Lessors as long as they are the Owners of the vehicle insured and their receipt shall be a full and final discharge to the insure in respect of such loss or damage. It is also understood and agreed that notwithstanding any provision in the Leasing Agreement to the contrary, this policy is issued to the insured namely.....  
..... As the principal party and not as agent or trustee and nothing herein contained shall be construed as constituting the insured an agent or trustee for the Lessors or as an assignment (whether legal or equitable) by the insured to the Lessors, of his rights benefits and claims under this policy and further nothing herein shall be construed as creating or vesting any right in the Owner / Lessor to sue the insurer in any capacity whatsoever for any alleged breach of its obligations hereunder.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner -driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed nothing herein shall modify or affect the rights and liabilities of the insured oi the insurer respectively under or in connection with this Policy.

Subject otherwise to the terms exceptions conditions and limitations of this policy.

### **IMT.7. VEHICLES SUBJECT TO HYPOTHECATION AGREEMENT**

It is hereby declared and agreed that the vehicle insured is pledged to / hypothecated with.....  
(hereinafter Referred to as the "Pledgee") and it is further understood and agreed that the Pledgee is interested in any monies which but for this Endorsement would be payable to the insured under this policy in respect of such loss or damage to the vehicle insured as cannot be made good by repair and / or replacement of parts and such monies shall be paid to the Pledgee as long as they are the Pledgee of the vehicle insured and their receipt shall be a full and final discharge to the insurer in respect of such loss or damage.

It is further declared and agreed that for the purpose of the Personal Accident Cover for the owner-driver granted under this policy, the insured named in the policy will continue to be deemed as the owner-driver subject to compliance of provisions of the policy relating to this cover.

Save as by this Endorsement expressly agreed that nothing herein shall modify or affect the rights or liabilities of the insured or the insurer respectively under or in connection with policy or any term, provision or condition thereof.  
Subject otherwise to the terms exceptions conditions and limitations of this policy.

## **IMT.20.REDUCTION IN THE LIMIT OF LIABILITY FOR PROPERTY DAMAGE**

It is hereby understood and agreed that notwithstanding anything to the contrary contained in the policy the insurers liability is limited to Rs. 5000/- (Rupees Six thousand only) for damage to property other than the property belonging to the insured or held in trust or in custody or control of the insured.

In consideration of this reduction in the limit of liability a reduction in premium of Rs. 50/- is hereby made to the insured.

Subject otherwise to the terms conditions limitations and exceptions of this policy.

## **IMT. 22. COMPULSORY DEDUCTIBLE**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insured shall bear under Section 1 of the policy in respect of each and every event (including event giving rise to a total loss/ constructive total loss) the first Rs. 50/- (or any less expenditure for which may be incurred) of any expenditure for which provision has been made under this policy and/or of any expenditure by the insurer in the exercise of his discretion under Condition no 3 of this policy.

If the expenditure incurred by the insurer shall include any amount for which the insured is responsible hereunder such amount shall be repaid by the insured to the insurer forthwith.

For the purpose of this Endorsement the expression "event" shall mean an event or series of events arising out of one cause in connection with the vehicle insured in respect of which indemnity is provided under this policy.

Subject otherwise to the terms conditions limitation and exceptions of this policy.

In respect of a vehicle rated under the Tariff in respect of a motorised two wheeler not carrying passengers for hire or reward. If any deductible in addition to the Compulsory deductible provided in this endorsement is voluntarily borne by the insured, the sum representing the aggregate of the compulsory and the voluntary deductibles is to be inserted.

## **IMT.24. ELECTRICAL/ ELECTRONIC FITTINGS**

**(Items fitted in the vehicle but not included in the manufacturer's listed selling price of the vehicle Package Policy only)**

In consideration of the payment of additional premium of Rs. .... notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured against loss of or damage to such electrical and / or electronic fitting(s) as specified in the schedule whilst it / these is / are fitted in or on the vehicle insured where such loss or damage is occasioned by any of the perils mentioned in Section 1 of the policy.

The insurer shall, however, not be liable for loss of or damage to such fitting(s) caused by / as a result of mechanical or electrical breakdown.

Provided always that the liability of the insurer hereunder shall not exceed the Insured's Declared Value (IDV) of the item.

Subject otherwise to the terms conditions limitations and exceptions of this policy.

## **IMT.25. CNG/LPG KIT IN BI-FUEL SYSTEMS**

**(Own Damage cover for the kit)**

In consideration of the payment of premium of Rs..... \*Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that the insurer will indemnify the insured in terms conditions, limitations\* and exceptions of Section 1 of the policy against loss and / or damage to the CNG/LPG kit fitted in the vehicle insured arising from an accidental loss or damage to the vehicle insured, subject to the limit of the Insured's Declared Value of the CNG / LPG kit specified in the Schedule of the policy.

Subject otherwise to the terms conditions limitations and exceptions of this policy.

\*To insert sum arrived at in terms of G.R.42.

### **IMT.27.LIABILITY AND FIRE AND/ OR THEFT**

Notwithstanding anything to the contrary contained in the policy it is hereby understood and agreed that Section 1 of the Policy the insurer shall not be liable the reunder except in respect of loss or damage by fire explosion self ignition lightning and / or burglary housebreaking theft and not riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils.

Subject otherwise to the terms conditions limitations and exceptions of this policy.

NB. i. **In case of Liability and Fire Risks** only the words "burglary housebreaking theft" are to be deleted.

NB. ii. **In case of Liability and Theft Risks** only the words "fire explosion self ignition lightning riot strike malicious damage terrorism storm tempest flood inundation and earthquake perils" are to be deleted

**NOTE :**

In case of dishonour of premium cheque this policy document stands cancelled ab initio as per Section 64 VB of the Insurance Act and no liability whatsoever shall attach.

### **PROHIBITION OF REBATES**

Your attention is drawn to the section 41 of the insurance act, 1938.

#### **Section 41**

1) No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue insurance in respect of any kind of risk relating to lives or property in India. Any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy. Not shall any person taking out or renewing or continuing a policy accept any rebate, except such rebates as may be allowed in accordance with the published prospectuses of the insurer.

2) any person making default in complying with provisions of this action shall be punishable with fine which may extend to five hundred rupees.

**THE OFFER PAYMENT OR ACCEPTANCE OF A REBATE OF THE PREMIUM HEREUNDER IS THEREFORE A BREACH OF THE LAW.**