

Kotak Group Accident Care POLICY WORDINGS

Preamble

This is a contract of insurance between You and Us which is subject to the receipt of the premium in full and the terms, conditions and exclusions of this Policy. This Policy has been issued on the basis of the Disclosure to Information Norm, including the information provided by You in respect of the Insured Persons in the Proposal Form. Please inform Us immediately of any change in the address, state of health or any other changes affecting You or any Insured Person.

1. Definitions

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

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

Accident or Accidental	means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
Age or Aged	means the completed age (in years) of the Insured Person as on his/her last birthday as per the English calendar.
Annexure	means a document attached and marked as Annexure to this Policy and forms a part of this Policy.
Ambulance	means a road vehicle operated by a licenced/authorised service provider and equipped for the transport and paramedical treatment of the person requiring medical attention
Congenital Anomaly	refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position. <ul style="list-style-type: none"> ● Internal Congenital Anomaly - Congenital anomaly which is not in the visible and accessible parts of the body ● External Congenital Anomaly - Congenital anomaly which is in the visible and accessible parts of the body
Condition Precedent	shall mean a policy term or condition upon which Our liability under the Policy is conditional upon.
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 ratable proportion.
Common Carrier	means any land, sea or air conveyance operated under a licence issued by a government authority having jurisdiction for the transportation of fare paying passengers and which has fixed established routes only.
Day Care Center	means any institution established for day care treatment of sickness and/or injuries or a medical setup 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: <ul style="list-style-type: none"> ● Has qualified nursing staff under its employment; ● Has qualified Medical Practitioner(s) in charge; ● Has a fully equipped operation theater of its own where surgical procedures are carried out; ● Maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.
Day Care Treatment	means medical treatment, and/or surgical procedure which is: <ol style="list-style-type: none"> i. Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hours because of technological advancement, and ii. Which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.
Deductible	is a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specific number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
Dental treatment	is a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants
Disclosure to Information Norm	means that the Policy shall be void and all premium paid hereon shall be forfeited to Us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
Dependents	means only the family members of the Insured Persons listed below: <ol style="list-style-type: none"> i) legally married spouse, ii) Children Aged between 5 years to 25 years, if they are unmarried, iii) Natural parents or parents that have legally adopted You,
Emergency Care	means management for a severe Illness or Injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.

Emergency	means a serious medical condition or symptom resulting from Injury or sickness which arises suddenly and unexpectedly, and requires immediate care and treatment by a Medical Practitioner, generally received within 24 hours of onset to avoid jeopardy to life or serious long term impairment of the Insured Person's health, until stabilisation at which time this medical condition or symptom is not considered an emergency anymore.
Expiry Date	is the date on which this Policy expires as specified in the Policy Schedule.
Exclusions	mean specified coverage, hazards, services, conditions, and the like that are not provided for (covered) under a particular health insurance contract
Fracture	is a break in continuity of the bone evidenced by an X-Ray and certified by the attending Medical Practitioner.
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. Coverage is not available for the period for which no premium is received.
Hazardous Activities	means any sport or activity, which is potentially dangerous to the Insured Person whether he is trained or not. Such sport/activity includes stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, BMX stunt/obstacle riding, bobsleighting/using skeletons, bouldering, boxing, canoeing, caving/pot holing, cave tubing, rock climbing/trekking/mountaineering, cycle racing, cycle cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labour, marathon running, martial arts, micro - lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/ parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/time trials, triathlon, water ski jumping, weight lifting or wrestling any type.
Hospital	means any institution established for in-patient care and day care treatment of Illness and/or Injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section of 56(1) of the said Act OR complies with all minimum criteria as under: <ul style="list-style-type: none"> ● Has qualified nursing staff under its employment round the clock; ● 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; ● Has qualified Medical Practitioner(s) in charge round the clock; ● Has a fully equipped operation theater of its own where Surgical Procedures are carried out; ● Maintains daily records of patients and makes this accessible to the insurance company's authorized personnel.
Hospitalization or Hospitalised	means admission in a Hospital for a minimum period of 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.
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. <ul style="list-style-type: none"> ● 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. ● Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics: <ul style="list-style-type: none"> ○ It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests ○ It needs ongoing or long-term control or relief of symptoms ○ It requires your rehabilitation or for you to be specially trained to cope with it ○ It continues indefinitely ○ It comes back or is likely to come back.
Inception Date	means the inception date of this Policy as specified in the Policy Schedule.
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 a Hospital and stays for at least 24 hours for the sole purpose of receiving treatment.
In patient Care	means treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.
Insured Person	means the member or Dependants named in the Policy Schedule, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium received.
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.
Medical Advice	means any consultation or advise 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 Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
Medically Necessary	means any treatment, test, medication, or stay in Hospital or part of stay in Hospital which <ul style="list-style-type: none"> ● Is required for the medical management of the Illness or injury suffered by the Insured Person; ● Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity. ● Must have been prescribed by a Medical Practitioner. ● 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.
Nominee	means the person named in the Policy Schedule who is nominated to receive the benefits under the Policy in accordance with the terms and conditions of the Policy, if the Insured Person is deceased.
Notification of claim	is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified.
Policy	means this Policy document, the Proposal Form, the Certificate of Insurance and the Policy Schedule which form part of the Policy including endorsements, as amended from time to time which form part of the Policy and shall be read together. The Policy contains details of the extent of cover available to You, what is excluded from the cover and the terms & conditions on which the Policy is issued to You.
Policy Period	means the period between the Inception Date and the Expiry Date of the Policy as specified in the Policy Schedule or the date of cancellation of this Policy, whichever is earlier.
Policy Year	means a period of twelve months beginning from the Policy Start Date, as specified in the Schedule, and ending on the last day of such twelve Month period. For the purpose of subsequent years, following the first year of the Policy Period, "Policy Year" shall mean a period of twelve Months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve month period, till the Policy End Date as specified in the Schedule.
Portability	means transfer by an Individual health insurance policyholder (including family floater cover) of the credit gained for pre-existing conditions and time bound exclusions if he/ she chooses to switch from one insurer to another.
Policy Schedule	means the schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any Annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
Qualified Nurse	is 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	means the terms on which the contract of insurance can be renewed on mutual consent with a provision of Grace Period for treating renewal continuous for the purpose of all waiting periods.
Room Rent	means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.
Sum Insured	means the amount specified in the Policy Schedule which is Our maximum, total and cumulative liability for any and all Claims during the Policy Year in respect of all Insured Persons. If the Policy Period is more than one year, then the Sum Insured will apply afresh to each Policy Year in the Policy Period, but any portion of the Sum Insured which remains un-utilised in any Policy Year shall not be carried forward to any subsequent Policy Year in the Policy Period.
Surgery or Surgical Procedure	means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care center by a medical practitioner
Unproven/Experimental Treatment	Unproven/Experimental treatment is treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.
We/ Our/ Us / Company	means Kotak Mahindra General Insurance Company Limited
You/ Your	means the person named in the Policy Schedule as the policyholder and who has concluded this Policy with Us

2. Section A: Coverage

The following Benefits under **Section A** are applicable under the Policy only if We have received the applicable premium due for that Benefit in full and the Policy Schedule specifies that the Benefit is in force for the Insured Person.

The Benefits available under Section A of this Policy are described below. Benefits under this Section will be payable subject to the terms, conditions and exclusions of this Policy and the availability of the Sum Insured and subject always to any sub-limits specified in respect of that Benefit and any limits applicable under the Product in force for the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured:

Benefit 1: Accidental Death

We will pay the Sum Insured if the Insured Person dies solely and directly due to an Injury sustained in an Accident which occurs during the Policy Period, provided that the Insured Person's death occurs within 12 months from the date of that Accident.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

Benefit 2: Permanent Total Disablement (PTD)

We will pay the Sum Insured if the Insured Person suffers Permanent Total Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Total Disablement occurs within 12 months from the date of that Accident:

- (i) Loss of Use of both eyes, or Physical Separation/ Loss of Use of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of Use of one eye and such Physical Separation/ Loss of Use of one entire hand or one entire foot.
- (ii) Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of Use of one eye and Loss of Use of one hand or one foot.
- (iii) If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.

Once a claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

Benefit 3: Permanent Partial Disablement (PPD)

We will pay the percentage of the Sum Insured specified below if the Insured Person suffers Permanent Partial Disablement of the nature specified below solely and directly due to an Accident which occurs during the Policy Period provided that the Permanent Partial Disablement occurs within 12 months of the date of that Accident.

Maximum amount payable in respect of multiple nature of disablement (more than 100%) would be restricted to Sum Insured opted by the Insured for this Benefit as mentioned in the Policy Schedule.

Sr. No	Nature of the Permanent Partial Disablement	Percentage of Sum Insured payable
(i)	Loss of Use/ Physical Separation - One entire hand	50
	One entire foot	50
	Loss of Use of one eye	50
	Loss of toes – all	20
	Great both phalanges	5
	Great – one phalanx	2
	Other than great if more than one toe lost each	1
(ii)	Loss of Use of both ears	50
(iii)	Loss of Use of one ear	20
(iv)	Loss of four fingers and thumb of one hand	40
(v)	Loss of four fingers	35
(vi)	Loss of thumb - Both phalanges	25
	One phalanx	10
(vii)	Loss of Index finger - Three phalanges	10
	Two phalanges	8
	One phalanx	4
(viii)	Loss of middle finger - Three phalanges	6
	Two phalanges	4
	One phalanx	2

(ix)	Loss of ring finger - Three phalanges	5
	Two phalanges	4
	One phalanx	2
(x)	Loss of little finger - Three phalanges	4
	Two phalanges	3
	One phalanx	2
(xi)	Loss of metacarpus - first or second (additional)	3
	Third, fourth or fifth (additional)	2

Benefit 4: Temporary Total Disablement (TTD)

If the Insured Person sustains an Injury in an Accident which occurs during the Policy Period and which completely incapacitates the Insured Person from engaging in any employment or occupation of any description whatsoever which the Insured Person was capable of performing at the time of that Accident (Temporary Total Disablement), We will pay the weekly benefit specified in the Policy Schedule for each week for which the Temporary Total Disablement continues provided that:

- (i) We will not make payment for more than 100 weeks
- (ii) The Temporary Total Disablement is certified in writing by a Medical Practitioner to have commenced within 30 days from the date of that Accident.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

3. Extensions under Section A

The following Extensions under Extension under Section A are applicable under the Policy only if We have received the applicable premium due for that Extension in full and the Policy Schedule specifies that the Extension is in force for the Insured Person.

The Extensions available under Extension under Section A of this Policy are described below. Extensions under this Section will be payable subject to the terms, conditions and exclusions of this Policy and the availability of the Sum Insured and subject always to any sub-limits specified in respect of that Extension and any limits applicable under the Product in force for the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured:

Claims under any Extension will be accepted only if We have accepted a Claim under relative cover of Section A of this Policy.

Extension 1: Ambulance Charges

If we have admitted a claim under this Policy, then We will reimburse the Reasonable and Customary Charges incurred up to the limit specified in the Policy Schedule for this Extension towards transportation of the Insured Person by a registered healthcare or ambulance service provider to a Hospital for treatment of an Injury following an Accident.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 2: Modification Allowance

If We have admitted a Claim for Permanent Total Disablement or Permanent Partial Disablement under Benefit 2 or 3 of Section A, then We will reimburse the costs incurred up to the limit specified in the Policy Schedule for this extension to allow for improvements to be carried out in the Insured Person's residence and/or vehicle which are certified in writing by a Medical Practitioner to be necessary following the Insured Person's Permanent Total Disablement or Permanent Partial Disablement.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 3: Cost of Support Items

If We have accepted a claim for Accidental Death, Permanent Total Disablement, Permanent Partial Disablement or Temporary Total Disablement in accordance with Benefit 1, 2, 3 or 4 of Section A respectively, in respect of an Insured Person, then We will reimburse the amount up to the limit specified in the Policy Schedule towards:

Reasonable and Customary Charges for the purchase of support items such as artificial limbs, crutches, stretcher, tricycle, wheelchairs, intra-ocular lenses, spectacles or any other item which in the opinion of a Medical Practitioner is/ are necessary for the Insured Person due to the Injury sustained in the Accident.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 4: Out-patient Treatment Cover

If We have accepted a claim for Permanent Total Disablement, Permanent Partial Disablement or Temporary Total Disablement in accordance with Benefit 2, 3 or 4 of Section A respectively, in respect of an Insured Person, then We will reimburse the amount up to the limit specified in the Policy

Schedule towards Medical Expenses incurred by You as Out-patient in respect of Medically Necessary treatment for the Injury sustained.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 5: Children's Education Grant

If We have accepted a claim for Accidental Death or Permanent Total Disablement in accordance with Benefit 1 or 2 of Section A in respect of an Insured Person then We will pay the amount up to the limit specified in the Policy Schedule, in respect of Insured Person's dependent child under the Age of 25 and unmarried as on the date of Accident towards the Dependent child's education, irrespective of whether the child (children) is an Insured Person under this Policy.

This extension shall be payable subject to the dependent child pursuing an educational course as a full time student at an accredited educational institution and not have any independent source of income.

Any Claim towards this extension that becomes admissible where the Dependent child (children) is a minor, shall be payable to the legal guardian.

Irrespective of the number of Children, maximum amount payable is the Sum Insured as mentioned in the Policy Schedule.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 6: Marriage Benefit for Children

If We have accepted a claim for Accidental Death or Permanent Total Disablement in accordance with Benefit 1 or 2 of Section A in respect of an Insured Person, then We will pay the amount up to the limit specified in the Policy Schedule, in respect of the Insured Person's Dependent child under the age of 25 and unmarried as on the date of Accident, irrespective of whether the Child is an Insured Person under this Policy.

Any Claim towards this extension that becomes admissible where the Dependent child (children) is a minor, shall be payable to the Legal Guardian.

Irrespective of the number of Children, maximum amount payable is the Sum Insured as mentioned in the Policy Schedule.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 7: Disappearance Extension

If an Insured Person disappears during the Policy Period and is legally declared dead (declared death in absence or legal presumption of death), then We will pay the amount as specified against this extension in the Policy Schedule to the Nominee provided that:

- Such disappearance should be certified by the local police authorities.
- The Insured Person's body cannot be located within 1 year after a forced landing, stranding, sinking or wrecking of a conveyance during the Policy Period;
- The legal representatives of the Insured Person's estate provide Us with a signed agreement stating that if it later transpires that the Insured Person did not die, or did not die due to an Accident during the Policy Period, the amount paid under this Cover will be reimbursed to Us immediately and without any deductions.
- The policy shall cease to exist on payment of claim under this Extension.

Extension 8: Compassionate Visit

If We have accepted a claim for Accidental Death, Permanent Total Disablement, Permanent Partial Disablement or Temporary Total Disablement in accordance with Benefit 1, 2, 3 or 4 of Section A, then We will reimburse the costs of to and fro economy class ticket up to the limit specified in the Policy Schedule for one of the Insured Person's Immediate Relatives to travel from their place of residence to the location of the Insured Person.

For the purpose of this Extension, the term "Immediate Relative" would mean the Insured Person's spouse, children, siblings, parents or parents-in-law.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 9: Sports Activity Cover

If an Insured Person suffers from an Accidental Injury resulting in Accidental Death or Permanent Total Disablement in accordance with Benefit 1 and 2 of Section A, due to an Injury sustained while engaged in a professional sport carried out in accordance with the guidelines, codes of good practice and recommendations for safe practices as laid down by a governing body or authority, then We will pay the amount as specified in the Policy Schedule.

If this Sports Activity Cover is in force in respect of the Insured Person, then Permanent Exclusion no. (viii), will not be applicable for the purpose of this Cover in respect of that Insured Person.

Extension 10: Carriage of Dead Body

If We have admitted a Claim for Accidental Death in accordance with Benefit 1 of Section A, We will reimburse the costs incurred up to the limit specified in the Policy Schedule for this extension for transporting the Insured Person's body from the place of death to the place of residence provided that as a Condition Precedent We are given a detailed account of the expenses incurred along with the supporting bills and documents, substantiating such expenses.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

Extension 11: Funeral Expenses

In case of the unfortunate death of the Insured Person due to an Accident in accordance with Benefit 1 of Section A, We will reimburse the costs incurred up to the limit specified in the Policy Schedule for the funeral Expenses of the Insured Person. Provided that as a Condition Precedent We are given a detailed account of the expenses incurred along with the supporting bills and documents, substantiating such expenses.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

4. Benefits: Section B

The following Benefits under **Section B** are applicable under the Policy only if We have received the applicable premium due for that Benefit in full and the Policy Schedule specifies that the Benefit is in force for the Insured Person.

The Benefits available under Section B of this Policy are described below. Benefits under this Section will be payable subject to the terms, conditions and exclusions of this Policy and the availability of the Sum Insured and subject always to any sub-limits specified in respect of that Benefit and any limits applicable under the Product in force for the Insured Person as specified in the Policy Schedule.

Our total liability under this Policy for payment of any and all Claims in the aggregate during each Policy Year of the Policy Period shall not exceed the Sum Insured of the respective cover of Section B as mentioned in the Policy Schedule.

Benefit 1: Accidental Hospital Daily Cash Benefit

We will pay the Hospital Cash Benefit specified in the Policy Schedule for each and every completed day of the Insured Person's Hospitalization, for treatment of an Injury sustained during an Accident which occurs during the Policy Period provided that:

- (i) The Insured Person's Admission to Hospital for Medically Necessary Treatment is within 7 days of the occurrence of the Accident.
- (ii) We shall not be liable to make payment for more than the maximum number of days specified in the Policy Schedule for this Benefit.
- (iii) Deductible, as mentioned in the Policy Schedule is applicable in respect of this cover.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

Benefit 2: Convalescence Benefit

We will pay the Convalescence Benefit specified in the Policy Schedule if the Insured Person is hospitalised, for treatment of an Injury sustained during an Accident which occurs during the Policy Period and the continuation of such Hospitalisation is Medically Necessary for at least 10 days, provided that the hospitalization occurs within 7 days of the occurrence of the Accident and is paid only once in a Policy Year towards an Insured Person.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

Benefit 3: Burns Benefit

We will pay the amount specified in the table below to the Insured Person up to the limit specified in the Policy Schedule if an Insured Person sustains burns directly due to an Accident that occurs during the Policy Period which results in conditions specified in the table below, provided that:

- The burns are not self-inflicted by the Insured Person in any way; and
- A Medical Practitioner has confirmed the diagnosis of the burn and the percentage of the surface area of the burn to Us in writing.
- If the bodily injury results in more than one of the nature of burns specified below, We shall be liable to pay for only the highest benefit among all.

Maximum amount payable in respect of multiple nature of disablement (more than 100%) would be restricted to Sum Insured opted by the Insured for this Benefit as mentioned in the Policy Schedule.

Nature of Burns	Percentage of Sum Insured payable
1. Head	
a. Third degree burns of 8% or more of the total head surface area	100%
b. Second degree burns of 8% or more of the total head surface area	50%
c. Third degree burns of 5% or more, but less than 8% of the total head surface area	80%
d. Second degree burns of 5% or more, but less than 8% of the total head surface area	40%
e. Third degree burns of 2% or more, but less than 5% of the total head surface area	60%
f. Second degree burns of 2% or more, but less than 5% of the total head surface area	30%
2. Rest of the body	
a. Third degree burns of 20% or more of the total body surface area	100%
b. Second degree burns of 20% or more of the total body surface area	50%
c. Third degree burns of 15% or more, but less than 20% of the total body surface area	80%
d. Second degree burns of 15% or more, but less than 20% of the total body surface area	40%
e. Third degree burns of 10% or more, but less than 15% of the total body surface area	60%
f. Second degree burns of 10% or more, but less than 15% of the total body surface area	30%
g. Third degree burns of 5% or more, but less than 10% of the total body surface area	20%
h. Second degree burns of 5% or more, but less than 10% of the total body surface area	10%

Benefit 4: Broken Bones Benefit

We will pay the amount as specified in the Policy Schedule if an Insured Person sustains Broken Bones directly due to an Accident that occurs during the Policy Period and which results in conditions specified in the table below, :

1. Fractures of the Skull:	
a) Compound fracture with damage to the brain tissue	100
b) Compound fracture without damage to the brain tissue	75
c) All other fractures	50
2. Fractures of hip or pelvis (excluding thigh or coccyx):	
a) Multiple fractures (at least one compound & one complete)	100
b) All other compound fractures	50
c) Multiple fractures, at least one complete	30
d) All other fractures	20
3. Fracture of thigh or heel:	
a) Multiple fractures (at least one compound & one complete)	50
b) All other compound fractures	40
c) Multiple fractures, at least one complete	30
d) All other fractures	20
4. Fracture of Lower Leg, Clavicle, Ankle, Elbow, Upper or Lower Arm (including wrist, but excluding Colles-type fracture):	
a) Multiple fractures (at least one compound & one complete)	40
b) All other compound fractures	30
c) Multiple fractures, at least one complete	20
d) All other fractures	12
5. Fractures of Lower Jaw:	
a) Multiple fractures (at least one compound & one complete)	30
b) All other compound fractures	20
c) Multiple fractures, at least one complete	16
d) All other fractures	8

6. Fractures of Shoulder Blade, Kneecap, Sternum, Hand (excluding fingers and wrist), Foot (excluding toes and heel):	
a) All compound fractures	20
b) All other fractures	10
7. Colles type fracture to the Lower Arm:	
a) Compound	20
b) Other	10
8. Fractures of Spinal Column (Vertebrae but excluding coccyx):	
a) All compression fractures	50
b) All spinous, transverse process or pedicle fractures	30
c) All other vertebral fractures	20
9. Fractures of Rib or Ribs, Cheekbone, Coccyx, Upper Jaw, Nose, Toe and toes, finger or fingers:	
a) Multiple fractures (at least one compound & one complete)	16
b) All other compound fractures	12
c) Multiple fractures, at least one complete	8
d) All other fractures	4

The Benefit specified above will be payable provided that:

- Any Fracture which results due to any Illness or disease (including malignancy) or due to osteoporosis shall not be payable under this Cover;
- If an Insured Person suffers a Fracture not specified in the table above but the Fracture is due to an Injury that is suffered during the Policy Period solely and directly due to an Accident that occurs during the Policy Period, then Our medical advisors will determine the amount payable, if any

Maximum amount payable in respect of multiple nature of fracture (more than 100%) would be restricted to Sum Insured opted by the Insured for this Benefit as mentioned in the Policy Schedule.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

Benefit 5: Coma Benefit

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

- The condition of Coma is confirmed by a Medical Practitioner in writing
- The Insured Person is rendered Comatose within 3 days of the occurrence of the Accident and continues to be Comatose for a period of at least 7 days thereafter, and
- Permanent neurological deficit is assessed at least 30 days after the onset of the Coma
- The Coma does not result from alcohol/ drug abuse or due to an Illness

Our liability to make payment shall be limited to 1% of the Sum Insured for each week that the Insured Person is Comatose for a period not exceeding 100 weeks from the date of the Accident, and If the Insured Person is Comatose for a part of a week, then only a proportionate part of the weekly benefit will be payable.

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

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

Benefit 6: Accidental Hospitalization

If an Insured Person suffers an Injury due to an Accident during the Policy Period then, We shall reimburse the amount up to the limit specified against this benefit in the Policy Schedule, towards the Medical Expenses incurred in respect of a medical treatment or Surgery for the Injury sustained, provided that:

- The treatment is availed in a Hospital or Day Care Centre in India
- The Insured Person's Admission to Hospital for Medically Necessary Treatment is within 7 days of the occurrence of the Accident.
- The Medical Expenses incurred are Reasonable and Customary

- A deductible days are as mentioned in the policy schedule is applicable in respect of this cover.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

Benefit 7: Domestic travel for medical treatment due to accident

If an Insured Person suffers an Injury due to an Accident during the Policy Period, and the facilities or medical expertise are not available locally where Insured is admitted for treatment or in the city of residence of the Insured Person, then We will reimburse traveling expenses for the to and fro journey of the Insured Person incurred to move to the nearest city in India, capable of providing adequate medically necessary treatment as prescribed by treating Medical Practitioner.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

Benefit 8: Loss of Job due to Accident

If the Insured Person is terminated, dismissed, temporarily suspended or retrenched from employment by his/her employer due to an injury sustained during an Accident during the Policy Period in accordance with the employer's rules/regulations or in accordance with applicable Indian law or the directives of any Public Authority, We will pay an amount as stated in the Policy Schedule to the Insured Person.

The payment under this extension is over and above the Sum Insured of the opted Benefits under any other Benefit.

We shall not be liable to make any payment under this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the following:

- The Insured Person's termination, dismissal, temporary suspension or retrenchment from employment is due to any dishonesty or fraud or poor performance on the part of the Insured Person or his wilful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured Person by the employer.
 - The Insured Person being self-employed;
 - Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
 - Any voluntary unemployment;
 - Unemployment at the time of inception of the Policy Period or arising within first 30 days of inception of the Policy Period.
- The Insured Person's termination, dismissal, temporary suspension or retrenchment from employment within 30 days of the commencement of the Policy Period.
- Any unemployment from a job under which no salary or any remuneration is provided to the Insured Person.
- Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority.
- Any unemployment due to resignation, retirement whether voluntary or otherwise.
- Any unemployment due to non-confirmation of employment after or during such period under which the Insured Person was under probation.

The payment under this benefit is over and above the Sum Insured of the opted Benefits under any other Benefit.

* Mandatory cover - Any one cover either from section A or B

5. Special Conditions applicable for Multiple Claims

Claim amount payable under more than one below mentioned Benefits (Benefit 1, Benefit 2 & Benefit 3 of "Section A", Extension 7 & Extension 9 of "Extension under Section A" and Benefit 3 of "Section B") are subject to the following:

- No compensation would be payable under more than one Benefit pertaining to the same disablement.
- In calculating the amount available to the Insured person under any of these covers/benefits, We shall deduct the amount previously paid/utilized for any of these covers/benefits from the Sum Insured of the cover/benefit under which the claim has been lodged.
- Maximum amount payable would be the Sum Insured of the respective cover/ benefit.

6. Permanent Exclusions

We shall not be liable to make any payment under Section A, Extension under Section A and Section B of this Policy directly or indirectly for, caused by, based upon, arising out of or howsoever attributable to any of the exclusions listed below:

- Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels

arising from the foregoing.

- Disease, Injury, death or disablement directly or indirectly due to war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft.
- Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, insanity, dissipation, nervous breakdown (which expression shall cover also general debility, "run down" conditions and "general overhaul"), venereal disease, intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them.
- Dental treatment, eye treatment and plastic surgery unless necessitated as a consequence of an Injury.
- Any Injury present prior to the commencement of Policy Period, whether or not if the same has been treated, or for which medical advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any illness, complication or ailment arising out of or connected to such Injury.
- Any Medical Expenses not incurred in a Hospital and Day Care Center.
- Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person
 - From intentional self-injury, suicide or attempted suicide;
 - Whilst under the influence of intoxicating liquor or drugs;
 - Whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world, or engaging in any kind of adventure sports for personal gratification.
[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multi engine;]
 - Directly or indirectly caused by venereal disease or insanity or mental, nervous or emotional disorder;
 - Arising or resulting from the Insured Person committing any breach of law.
- Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
- Payment of compensation in respect of Injury, disease, illness, Hospitalization of Insured Person from participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured Person is untrained, unless specifically covered under the Policy.
- Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process

of nuclear fission or nuclear fusion.

- (xi) Nuclear weapon materials.
- (xii) Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss
 - (a) For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
 - (b) "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property.
 - (c) "Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

7. Claims Process

6.1 Claim Reporting

On the occurrence or discovery of any Injury that may give rise to a Claim under this Policy, We shall be given the intimation within 10 days on our toll free number <<18002664545>> or email <<care@kotak.com>> or by registered post at our office address and provided with the following necessary information and documentation in respect of the Claims within 30 days, of the Insured Person's Injury occurring:

Address:

Kotak Mahindra General Insurance Company Ltd.
8th Floor, Zone IV, Kotak Infinity, Bldg. 21, Infinity IT Park,
Off WEH, Gen. AK Vaidya Marg, Dindoshi, Malad (E),
Mumbai – 400097. India.

6.2 Claims administration

The fulfilment of the terms and conditions of this Policy (including payment of premium by the due dates mentioned in the Policy Schedule) by the Insured Person shall be conditions precedent to admission of Our liability under this Policy:

- (i) On the occurrence or discovery of any Injury that may give rise to a Claim under this Policy, the Claims Procedure set out below shall be followed;
- (ii) The directions, advice and guidance of the treating Medical Practitioner shall be strictly followed. We shall not be obliged to make any payments that are brought about or contributed to as a consequence or failure to follow such directions, advice or guidance;
- (iii) If requested by Us and at Our cost, the Insured Person must submit to medical examination by Our nominated Medical Practitioner as often as We consider reasonable and necessary and We/Our representatives must be permitted to inspect the medical and Hospitalization records pertaining to the Insured Person's treatment and to investigate the facts surrounding the Claim;
- (iv) We/Our representatives must be given all reasonable co-operation in investigating the claim in order to assess Our liability and quantum in respect of such Claim;

6.3 Claims falling in 2 policy periods

If the claim event falls within two Policy Periods, the claims shall be paid taking into consideration the available Sum Insured in the two Policy Periods, including the Deductibles for each Policy Period. The admissible claim amount shall be reduced to the extent of premium to be received for the Renewal/due date of premium of health insurance policy, if not received earlier.

6.4 Claims Intimation

On the occurrence or discovery of any Injury that may give rise to a Claim under this Policy, We shall intimated within 10 days from the date of occurrence of such Accident, provided the following necessary information and documentation in respect of the Claims is within 30 days of the Insured Person's occurred Injury:

- a) Policy Number
- b) Name of the Policyholder
- c) Name of the Insured Person in whose relation the Claim is being lodged
- d) Nature of Accident
- e) Name and address of the attending Medical Practitioner and Hospital (if admission has taken place)
- f) Date of Admission if applicable
- g) Any other information, documentation as requested by Us

6.5 Claims Documents

a. Basic documents required for all claims:

- (i) Photo Identity Proof (Any one) - Voter ID, Passport, PAN Card, Driving License, Ration Card, Aadhar, or any other proof accepted by the KYC norms as approved by the Company and which is admissible in court of law
- (ii) Duly completed and signed claim form in original as prescribed by Us.
- (iii) Copy of FIR/ Panchnama /Police Inquest Report (if conducted) duly attested by the concerned Police Station;
- (iv) Copy of Medico Legal Certificate(if conducted) duly attested by the concerned Hospital,

b. In case of Accidental Death

- (i) Original Death certificate issued by the office of Registrar of Birth & Deaths;
- (ii) Death summary issued by a Hospital;
- (iii) Post Mortem Report (if conducted);
- (iv) Copies of Medical records, investigation reports, if admitted to hospital
- (v) Identity proof of Nominee or Original Succession Certificate/Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased.
- (vi) Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.

c. Documents required in case of Permanent Total Disablement / Partial Disablement/ Temporary Total Disablement

- (i) Original treating Medical Practitioner's certificate describing the disablement;
- (ii) Original Discharge summary from the Hospital;
- (iii) Photograph of the Insured Person reflecting the disablement;
- (iv) Prescriptions and consultation papers of the treatment; Disability certificate issued by civil surgeon or equivalent appointed by the District/State or Government Board.
- (v) Copies of Medical records, investigation reports, if admitted to hospital
- (vi) Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable

d. Additional documents required in case of Temporary Total Disablement

- (i) Leave/Absence Certificate from Employer (If Employed)
- (ii) Medical Practitioner's certificate confirming the Injury and advising rest/unfit to work for specified number of days
- (iii) Fitness Certificate

e. Additional documents for Benefits (as applicable under each Section)

Ambulance Charges	a. Original Bill from a certified Ambulance Service Provider or Hospital
Modification Allowance	a. Original invoice of actual expenses incurred
Cost of Support Items	a. Prescriptions of treating Medical Specialist for support items b. Original invoice of actual expenses incurred
Out-patient Treatment Cover	a. Original copies of Consultations, Hospital bills, receipts, investigation reports & bills, prescriptions and invoices

Children's Education grant	<p>a. Proof to establish relationship Passport/Education certificate establishing proof of relationship of child with parents/Birth Certificate or Adoption Papers (if adopted).</p> <p>b. Photo Identity Proof of Child</p> <p>c. Age proof of Child</p> <p>d. Certificate from Educational Institution describing course details</p>
Marriage Benefit for Dependent Children	<p>a. Proof of relationship with the Insured and Photo Identity Proof of Child/ Age proof of the dependent child</p>
Disappearance Benefit	<p>a. FIR/ Missing complaint</p> <p>b. Confirmation of Death/ Certificate of Death (legal assumption) (if applicable)</p>
Compassionate Visit	Original invoice of ticket expenses incurred
Sports Activity Cover	a. List of documents as enumerated under Accidental Death or Permanent Total Disablement
Carriage of dead body	<p>a. Documents as enumerated under claim for Accidental Death Claim</p> <p>b. Original receipts of expenses incurred for carriage of dead body/ repatriation of remains</p>
Funeral Expenses	a. Original invoice of expenses incurred during funeral
Accidental Hospital Daily Cash Benefit	<p>a. Discharge Summary of Hospital</p> <p>b. Original hospitalization Bills & Investigation reports stating cause of Hospitalization</p>
Convalescence Benefit	<p>a. Discharge Summary of Hospital</p> <p>b. Original hospitalization Bills & Investigation reports stating cause of Hospitalization</p>
Burns Benefit	a. Certificate from the treating doctor certifying the extent of burns injury
Broken Bones Benefit	a. X-Ray/ MRI/ CT-Scan/ Radiology Films/ Reports confirming the extent of fracture
Coma Benefit	a. Certificate from the treating doctor certifying the cause and severity of Coma
Accidental In- Patient Hospitalization	a. Original copies of Hospitalization bills, Consultations, investigation reports & bills, prescriptions and invoices
Domestic travel for medical treatment due to accident	<p>a. Original invoice of the ticket expenses incurred</p> <p>b. Prescription from the medical practitioner stating the line of medical treatment and city where medical treatment needs to be sought and its unavailability in the current city of treatment</p>
Loss of Job due to Accident	<p>a. Medical Practitioner's certificate confirming the Injury and advising unfit to work</p> <p>b. Proof of Employment</p> <p>c. Certificate from the employer of the insured confirming the termination, dismissal, temporary suspension or retrenchment from employment of the Insured furnishing the date of termination, dismissal, temporary suspension or retrenchment from employment of the Insured with the reasons for the same.</p> <p>d. Salary Slip of last 3 months</p> <p>e. Last year's Form 16 issued by the employer</p> <p>f. Income Tax Return attested copy</p>

Note

- a) We must be provided with any documentation and information We may request to establish the circumstances of the claim, its quantum or Our liability for it including, Our claim form duly completed and all reports, including but not limited to death certificate, disability

certificate, medical reports, case histories, investigation reports, treatment papers and discharge summaries.

- b) The Insured Person additionally hereby consents to:
- The disclosure to Us of documentation and information that may be held by medical professionals and other insurers.
 - The Insured Person shall be examined by any medical practitioner We authorise for this purpose when and so often as we may reasonably require.

6.6 Claims Investigation, Settlement & repudiation

- We may investigate claims at Our own discretion to determine the validity of a claim. This investigation will be conducted within 15 days of the date of assigning the claim for investigation and not later than 6 months from the date of receipt of claim intimation. All costs of investigation will be borne by Us and all investigations will be carried out by those individuals/entities that are authorised by Us in writing.
- We shall settle or repudiate a Claim within 30 days of the receipt of the last necessary information and documentation set out above. In case of suspected frauds, the last "necessary" documents will include the receipt of the investigation report from Our representatives.
- Payment for claims will be made to the Insured Person. In the unfortunate event of the Insured Person's death, We will pay the Nominee named in the Policy Schedule or to the Insured person's legal heir or legal representatives holding a valid succession certificate.
- In case of delay in payment, We shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.
- If the Claim is not notified to Us within these specified timeframes, then We shall be provided the reasons for the delay in writing. We will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control.

6.7 Method of Assessment and Payment of claim

- All claims will be payable in India and in Indian rupees.
- Once a claim has been paid in respect of any of the Insured Persons for the full Sum Insured the Policy will terminate.
- Wherever the claim paid for a percentage of the Sum Insured the Policy will continue for the remaining period for the balance Sum Insured.
- We will not be liable for any claims which are incurred from the due date of installment till the date and time of revival of the Policy.
- Due to non disclosure of any material change in the policy, We will not be liable for any claims which are incurred.
- For policies issued to Non Employer Employee group, the claim shall be paid to the insured person / claimant only

7. Policy Terms and Conditions

7.1 Observance of Terms and Conditions

The due observance and fulfilment of the terms and conditions of the Policy (including the realization of premium by their respective due dates and compliance with the specified procedure on all Claims) in so far as they relate to anything to be done or complied with by the Policyholder or any of the Insured Persons, shall be the condition precedent to Our liability under this Policy.

7.2 Reasonable Care

You/Insured Person understands and agrees to take all reasonable steps in order to safeguard Your/Insured Person's interest against any Accident or Injuries that may give rise to any claim under this Policy.

7.3 Material Change

Material information to be disclosed to Us includes every matter that You are aware of or could reasonably be expected to know that relates to questions in the Proposal Form and which is relevant to Us in order to accept the risk and the terms of acceptance of the risk. You shall notify Us in writing of any material change in the risk in relation to the declarations made in the proposal form during the policy tenure as well as at each Renewal and We may, adjust the scope of cover and / or premium, if necessary, accordingly.

7.4 Records to be maintained

You shall keep an accurate record containing all relevant medical records and shall allow Us to inspect such records. You shall exercise all necessary co-operation in obtaining the medical records from the Hospital, and furnish them, as We may require in relation to the Claim within reasonable time limit and within the time limits specified in the Policy.

7.5 Alterations in the Policy

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

7.6 No constructive Notice

Any knowledge or information of any circumstance or condition in relation to You/Insured Person in Our possession or in the possession of any of Our official shall not be deemed to be notice or be held to bind or prejudicially affect Us, or absolve the You/Insured Person from their duty of disclosure, notwithstanding subsequent acceptance of any premium.

7.7 Cause of Action

Claims under this Policy shall be payable if the cause of action arises anywhere in the world.

For the below mentioned covers, the cause of action shall be restricted to India:

- Modification Allowance
- Out-patient Treatment Cover
- Accidental Hospital Daily Cash Benefit
- Convalescence Benefit
- Accidental Hospitalization
- Domestic travel for Medical treatment

All Claims shall be payable in India and shall be in Indian Rupees only.

7.8 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both You and Us to be adjudicated or interpreted in accordance with Indian law and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

7.9 Parties to the Contract

The only parties to this contract are the Policyholder and Us.

7.10 Endorsements

The Policy will allow Addition/Deletion of Employees and/or Dependents during the term of the Policy. In case of Employer – employee policies, any request for endorsement must be made in writing by the Group Policy Holder only. Any endorsement would be effective from the date of the request as received from them, or the date of receipt of premium, whichever is later.

- Non-Financial Endorsements – which do not affect the premium
 - Rectification in Name of the Proposer/Insured Person
 - Rectification in Gender of the Proposer/Insured Person
 - Rectification in Relationship of the Insured Person with the Proposer
 - Rectification of Date of Birth of the Insured Person
 - Change in the correspondence address of the Proposer
 - Change/Update in the contact details viz., Phone No., E-mail Id, etc.
 - Update of alternate contact address of the Proposer
 - Change in Nominee Details
- Financial Endorsements – which result in alteration in premium
 - Addition/Deletion of Members & Dependents to the group
 - Change of Sum Insured

7.11 Grace Period, Revival & Renewal Terms

- The Policy will automatically terminate at the end of the Policy Period and must be renewed within the Grace Period for continuity of cover.
- The Policy may be renewed by mutual consent and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy. We will not be liable to pay for any claim arising out of an Injury/Hospitalisation that occurred during the Grace Period. The provisions of Section 64VB of the Insurance Act 1938 shall be applicable. All policies Renewed within the Grace Period shall be eligible for continuity of cover.
- For installment premium policies, the revival period shall be 15 days. Wherever premiums are not received within the revival period the policy will be terminated and all claims that fall beyond such installment due date shall not be covered as part of the policy. However, We will be liable to pay in respect of all claims where the treatment/admission/accident has commenced/occurred before date of termination of such policies.
- The Policy is ordinarily renewable on mutual consent for life, subject to application of Renewal and realization of Renewal premium.
- Renewals will not be denied except on grounds of misrepresentation, moral hazard, fraud, non-disclosure of material facts or non-co-operation by You.

- If We have discontinued or withdrawn this product You will have the option to renewal under the nearest substitute Policy being issued by Us, provided however benefits payable shall be subject to the terms contained in such other policy which has been approved by IRDAI.
- You shall make a full disclosure to Us in writing of any material change in the health condition or occupation of any Insured Person at the time of seeking Renewal of this Policy, irrespective of any claim arising or made.
- We may, revise the Renewal premium payable under the Policy or the terms of cover, provided that all such changes are approved by IRDAI and in accordance with the IRDAI rules and regulations as applicable from time to time. Renewal premium will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.
- Alterations such as increase/ decrease in Sum Insured or change in product will be allowed at the time of Renewal of the Policy. You can submit a request for the changes by filling the proposal form before the expiry of the Policy. Such request of change would be appropriately dealt as per the underwriting policy of the Company. The terms and conditions of the existing policy will not be altered.

7.12 Portability and Continuity Benefits

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

It is further agreed and understood that:

You have been covered under an Indian health insurance policy from a non-life insurance company or Health Insurance company registered with IRDAI without any break;

- We should have received Your application for Portability with complete documentation at least 45 days before the expiry of Your present period of insurance;
- Portability benefit will be offered to the extent of sum of previous Annual Sum Insured (if opted for), and Portability shall not apply to any other additional increased Annual Sum Insured.
- You shall make a full disclosure to us in writing of any material change in occupation and in the health condition.
- We may subject Your proposal to Our medical underwriting, restrict the terms upon which We may offer cover, the decision as to which shall be as per our underwriting practices and underwriting policy of the Company.
- There is no obligation on Us to insure all Insured Persons on the proposed terms, even if You have given Us all documentation.
- We should have received the database and claim history from the previous insurance company for Your previous policy.
- After maintaining the Policy with Us for the Policy Period You may port the Policy to any other similar product offered by us or any other Insurers in the market.

The Portability provisions will apply to You, if You wish to migrate from this Policy to any other health insurance policy on Renewals. In case You have opted to switch to any other insurer under Portability provisions and the outcome of acceptance of the Portability request is awaited from the new insurer on the date of renewal,

- We may upon Your request extend this Policy for a period of not less than one month at an additional premium to be paid on a pro-rata basis
- If during this extension period a claim has been reported, You shall be required to first pay the full premium so as to make the Policy Period of full 12 calendar months. Our liability for the payment of such claim shall commence only once such premium is received. Alternately We may deduct the premium for the balance period.

7.13 Cancellations

- For Policyholder's initiated cancellation, the Company would compute refund amount as pro-rata (for the unexpired duration) premium further deducted by 25% towards management expenses.
- No Refund is applicable when policy is cancelled by the Insurer on grounds of misrepresentation, fraud, non disclosure of the Insured.

This is provided no claim has been made by the Insured under the Policy.

7.14 Limitation of Liability

If a Claim is rejected or partially settled under the terms of the Policy and is not the subject of a pending suit or other proceedings within the applicable period specified under the Limitation Act 1963 (as amended and any other applicable law), the Claim shall be deemed to have been

abandoned and Our liability in respect of it shall be extinguished.

7.15 Electronic Transactions

The Policyholder/ Insured agrees to comply with all the terms, conditions as We shall prescribe from time to time, and confirms that all transactions effected facilities for conducting remote transactions such as the internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy, or Our other products and services, shall constitute legally binding when done in compliance with Our terms for such facilities.

Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Policyholder/ Insured Person. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated / confirmed by the Policyholder/ Insured Person.

7.16 Contribution

Multiple Policies:

- i. If two or more policies are taken by an Insured during a period from one or more insurers, the contribution clause shall not be applicable where the cover/ benefit offered:
 1. Is fixed in nature;
 2. Does not have ant relation to the treatment costs;
- ii. In case of multiple policies which provide fixed benefits, on the occurrence of the Insured event in accordance with the terms and conditions of the policies, the insurer shall make the claim payments independent of payments received under other similar policies.
- iii. If two or more policies are taken by an insured during a period from one more insurers to indemnify treatment costs, the insurer shall not apply the contribution clause, buy the policyholder shall have the right to require a settlement of his claim in terms of ant of his policies
 1. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim without insisting on the contribution clause as long as the claim is within the limits of and according to the terms of the chosen policy.
 2. If the amount to be claimed exceeds the Base Annual Sum Insured under a single policy after considering the deductible or co-pays, the policy holder shall have the right to choose insurers by whom the claim to be settled. In such cases, the insurer may settle the claim with contribution clause.

Except in benefit policies, in cases where an insured has policies from more than one insurer to cover the same risk on indemnity basis, the insured shall only be indemnified the hospitalization costs in accordance with the

terms and conditions of the policy.

7.17 Underwriting

We may apply an additional risk loading for Insured persons buying the Policy for the first time based on occupation. These loadings will be applied from the Inception Date of the first Policy including subsequent Renewals with Us. We will inform You about the applicable risk loading through a counter offer letter and We will only issue the Policy once We receive your consent and applicable additional premium. In such cases, 100% loading of premium will be applied against occupation. There will be no loadings based on individual claims experience. These loadings will be applied on all the covers (Section A, Extension under Section A and Section B) opted.

7.18 Assignment

An assignment of this policy of insurance, wholly or in part, whether with or without consideration, may be made only by an endorsement upon the policy itself or by a separate instrument, signed in either case by the by the assignor and attested by at least one witness, specifically setting forth the fact of transfer or assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made. Such assignment shall be operative as against the Company effective from the date the Company receives a written notice of the assignment/request and endorses the same on the Policy.

The Company may, accept the assignment, or decline to act upon any endorsement, where it has sufficient reason to believe that such transfer or assignment is not bona fide or is not in the interest of the policyholder or in public interest or is for the purpose of trading of insurance policy. However, by recording the assignment the Company does not express any opinion upon the validity nor accepts any responsibility on the assignment.

The Assignment of policy is subject to Sections 38, 39 and 40 of the Insurance Act, 1938 as amended from time to time.

7.19 Grievances

For resolution of any query or grievance, insured may contact the respective branch office of the Company or may call at 18002664545 or may write an e- mail at care@kotak.com.

For senior citizens, please contact the respective branch office of the Company or call at 18002664545 or may write an e- mail at seniorcitizen@kotak.com.

In case the insured is not satisfied with the response of the office, insured may contact the Grievance Officer of the Company at grievanceofficer@kotak.com.

In the event of unsatisfactory response from the Grievance Officer, he/she may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman is available at website: www.kotakgeneralinsurance.com

The updated details of Insurance Ombudsman offices are also available on the website of Executive Council of Insurers: www.gbic.co.in/ombudsman.html

The details of the Insurance Ombudsman is available at Annexure I

Annexure I: Details of Insurance Ombudsman

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad: Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road, Ahmedabad - 380001. Tel.: 079 – 25501201/ 02/ 05/ 06 Email: bimalokpal.ahmedabad@ecoi.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
Bengaluru: Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049. Email: bimalokpal.bengaluru@ecoi.co.in	Karnataka.
Bhopal: Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 003.Tel.:- 0755-2769201 / 2769202, Fax : 0755-2769203. Email: bimalokpal.bhopal@ecoi.co.in	Madhya Pradesh and Chattisgarh.
Bhubneshwar: Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455, Fax: 0674 - 2596429, Email: bimalokpal.bhubaneswar@ecoi.co.in	Orissa.
Chandigarh: Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468, Fax: 0172 - 2708274, Email: bimalokpal.chandigarh@ecoi.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284, Fax: 044 - 24333664, Email: bimalokpal.chennai@ecoi.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
New Delhi: Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in	Delhi.
Guwahati: Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205, Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.

Hyderabad: Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122, Fax: 040 - 23376599. Email: bimalokpal.hyderabad@ecoi.co.in	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
Jaipur: Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363, Email: bimalokpal.jaipur@ecoi.co.in	Rajasthan.
Ernakulam: Office of the Insurance Ombudsman, 2nd floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015. Tel.: - 0484-2358759 / 2359338, Fax:- 0484-2359336, Email: bimalokpal.ernakulam@ecoi.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
Kolkata: Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340, Fax : 033 - 22124341, Email: bimalokpal.kolkata@ecoi.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
Lucknow: Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310. Email: bimalokpal.lucknow@ecoi.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar..
Mumbai: Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052. Email: bimalokpal.mumbai@ecoi.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
Noida: Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector-15, Distt: Gautam Buddh Nagar, Noida, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253. Email:- bimalokpal.noida@ecoi.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
Patna: Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952. Email:- bimalokpal.patna@ecoi.co.in	Bihar and Jharkhand.
Pune: Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 41312555 Email: bimalokpal.pune@ecoi.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.