



WITH YOU ALWAYS

## GROUP CREDIT SECURE PLUS ADDITIONAL COVER WORDING

UIN: TATHLGP20144V021920

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## POLICY WORDINGS

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### **Tata AIG General Insurance Co. Ltd.**

Registered Office:

Peninsula Business Park, Tower A, 15th Floor,

G.K. Marg, Lower Parel, Mumbai – 400013

24X7 Toll Free No: 1800 266 7780 Fax: 022 6693 8170

Email: [customersupport@tataaig.com](mailto:customersupport@tataaig.com) Website: [www.tataaig.com](http://www.tataaig.com)

IRDA of India Registration No: 108 CIN: U85110MH2000PLC128425

## Inclusion of Covers Endorsements (Additional Covers)

It is hereby agreed that any and all endorsements issued with this Policy or endorsed thereon in shall be expressly subject to the terms and conditions and exclusions of this Policy, except to the extent expressly varied by the endorsement and shall become applicable only upon endorsement and after Our receipt of requisite additional premium. All other Policy terms, conditions and exclusions shall remain unchanged.

### E1 Inclusion of Additional Critical Illness – Category B

In addition to the critical illnesses mentioned under Section 1 (Critical Illness) of this policy, referred as Category A, following listed additional critical illnesses are also covered under this policy. The list of such additional critical illnesses is:

Sl.No	Additional Critical Illness
Category B	
C10	Blindness
C11	Third Degree Burns
C12	Creutzfeldt Jakob Disease
C13	Primary Pulmonary Hypertension
C14	Motor Neuron Disease with permanent symptoms
C15	Progressive Scleroderma

For the purpose of this endorsement, each of the additional critical illnesses is defined as:

#### C10 Blindness

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

#### C11 Third Degree Burns

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

#### C12 Creutzfeldt-Jakob disease

A Diagnosis of Creutzfeldt-Jakob disease must be made by a Specialist Medical Practitioner (Neurologist). There must be permanent clinical loss of the ability in mental and social functioning for a minimum period of 30 days to the extent that permanent supervision or assistance by a third party is required.

Social functioning is defined as the ability of the individual to interact in the normal or usual way in society.

Mental functioning would mean functions /processes such as perception, introspection, belief, imagination reasoning which we can do with our minds.

#### C13 Primary (Idiopathic) Pulmonary Hypertension

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree

of at least Class IV of the New York Heart Association Classification of cardiac impairment.

- II. The NYHA Classification of Cardiac Impairment are as follows:
  - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

#### C14 Motor Neuron Disease with Permanent Symptoms

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

#### C15 Progressive Scleroderma

A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following conditions are excluded:

- a. Localised scleroderma (linear scleroderma or morphea);
- b. Eosinophilic fasciitis; and
- c. CREST syndrome.

### E2 Inclusion of Additional Critical Illness – Category C

In addition to the critical illnesses mentioned under Section 1 (Critical Illness) of this policy, referred as Category A, following listed additional critical illnesses are also covered under this policy. The list of such additional critical illnesses is:

Category C (CI listed under Category B and)	
C16	End Stage Lung Failure
C17	End stage Liver Failure
C18	Benign Brain Tumor
C19	Aorta Graft Surgery
C20	Fulminant Hepatitis

#### C16 End Stage Lung Failure

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

## C17 End Stage Liver Failure

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

## C18 Benign Brain Tumor

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

Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

## C19 Aorta Graft Surgery

**SURGERY TO AORTA:** The actual undergoing of major surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Surgery performed using only minimally invasive or intra arterial techniques are excluded. Angioplasty and all other intra arterial, catheter based techniques, "keyhole" or laser procedures are excluded.

## C20 Fulminant Hepatitis

A sub-massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- a. Rapid decreasing of liver size;
- b. Necrosis involving entire lobules, leaving only a collapsed reticular framework
- c. Rapid deterioration of liver function tests;
- d. Deepening jaundice; and
- e. Hepatic encephalopathy

## E3 Inclusion of Additional Covers under Personal Accident Section (Section 2)

In addition to the covers mentioned under Personal Accident section of this policy, following additional covers would be included under this policy:

## P4 Accidental Dismemberment and Paralysis

We will pay a specified percentage of the Accidental Dismemberment Sum Insured shown in the Policy Schedule if Injury to You results in one of the losses shown in the Table of Losses below. The loss must occur within 365 Days from the date of the Accident which caused Injury.

We will pay, provided such disability has continued for a period of 365 consecutive days and is total, continuous and permanent at the end of this period, as the result of the same Accident. This waiting period of 365 days is not applicable for severance or amputation cases.

In the event, if more than one loss results from any one Accident, the highest would be paid.

Table of Losses (Table A)	
Nature of Loss	% of Accidental Death Sum
Both Hands or Both Feet	100%
Sight of Both Eyes	100%
One Hand and One Foot	100%
Either Hand or Foot and Sight of One Eye	100%
Speech and Hearing in Both Ears	100%
Either Hand or Foot	50%
Sight of One Eye	50%
Speech or Hearing in Both Ears	50%
Hearing in One Ear	25%
Thumb and Index Finger of Same Hand	25%
Quadriplegia (paralysis of all four limbs)	100%
Paraplegia (paralysis of lower half of the body with involvement of both lower limbs)	50%
Hemiplegia (paralysis of one side of the body including one upper & one lower limb)	50%
Uniplegia (paralysis of any one limb)	25%

### a) Special Definitions for Table A

"Dismemberment" with regard to this policy refers to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;
5. Quadriplegia means the complete and irreversible paralysis of both upper and both lower limbs. Paraplegia means the complete and irreversible paralysis of both lower limbs. Hemiplegia means the complete and irreversible paralysis of upper and lower limbs of the same side of the body. Uniplegia means the complete and irreversible paralysis of one Limb. Limb: means entire arm or leg.

### b) Geographical Jurisdiction: Worldwide

### P5 Permanent Partial Disability

When as the result of injury occurring within 365 days from the date of the accident, You suffer permanent partial disability, We will pay a percentage of the Sum insured shown in the Policy Schedule. Such disability should have continued for a period of 365 consecutive days and is permanent at the end of this period. This period of 365 days is not applicable for severance or amputation cases.

**Table of Losses (Table B)**

	Nature of loss	% of Accidental Death Sum Insured
1.	Loss of an arm above elbow joint	75%
2.	Loss of an arm beneath the elbow joint	65%
3.	Loss of a hand at the wrist	40%
4.	Loss of four fingers and thumb of one hand	30%
5.	Loss of four fingers	20%
6.	Loss of Thumb	10%
7.	Loss of Index Finger only	10%
8.	Loss of middle finger only	5%
9.	Loss of ring finger only	5%
10.	Loss of little finger only	4%
11.	Loss of leg above mid- thigh	50%
12.	Loss of leg upto mid thigh	50%
13.	Loss of a leg above mid calf	40%
14.	Loss of a foot at the ankle	30%
15.	Loss of all Toes	25%
16.	Loss of Great Toe only	5%
17.	Other than great Toe, if more than one toe lost, each	1%
18.	Loss of an eye	50%
19.	Loss of hearing of one ear	25%
20.	Loss of hearing of both ears	50%
21.	Loss of sense of smell	5%
22.	Loss of sense of Taste	5%

- a. "Loss" means functional or actual severance of the body part.
- b. **Geographical Jurisdiction**  
Worldwide
- c. **Limitations applicable to this section**
  - i. If the Insured Person suffers more than one of the losses as a result of the same Accident, only one amount, the highest, will be paid.
  - ii. In the event where the admissible claim amount is lesser than the sum insured for that particular benefit, the policy benefits for that insured, would continue to the extent of balance sum insured under the benefit (except for losses 1 to 3 as mentioned in table B under Permanent Partial Disability).

**P6 Accidental Medical Expenses (Medex)**

If any Insured Person suffers an Accident during the Policy Period that requires Insured Person's Hospitalization as an inpatient in a hospital as defined hereunder, then we will in addition reimburse the Medical Expenses incurred for the inpatient treatment upto the accidental medical expenses limit as specified in the policy schedule subject to the following conditions. The scope of the coverage is extended for outpatient treatment upto the limit mentioned in the policy schedule.

**A. Inpatient benefits**

- i. The period of hospitalization shall exceed 24 consecutive hours
- ii. Any Hospitalization arising out of an existing disability prior to the first inception of this Policy is excluded
- iii. Worldwide coverage
- iv. Expenses incurred during the period of admission only are payable

The limits for accidental Hospitalization is capped upto <<opted sum insured upto 5 Lacs>> Lacs or actual, whichever is lesser.

**B. Outpatient benefits**

- i. Any treatment arising out of an existing disability prior to the first inception of this Policy is excluded
- ii. This benefit is available to insured's only if the inpatient benefit is availed
- iii. Worldwide coverage

The limits for accidental outpatient benefit is capped <<upto 25%>> of the inpatient benefit or actual, whichever is lesser.

This benefit is over and above the base Sum Insured.

**Specific conditions applicable to this Section:**

**A. Subrogation**

In the event off any payment under this policy, we shall be subrogated to all your rights of recovery thereof against any person or organization or you shall execute and deliver instruments and papers to us and do whatever else is necessary to secure such rights and provide whatever assistance we might reasonable require from you in the pursuance of our Subrogation rights. We shall take no action after the loss to prejudice such rights.

**B. Contribution Clause**

- i. If at the time when any claim is made under this Policy, You have two or more policies from one or more Insurers to indemnify treatment cost, which also covers any claim (in part or in whole) being made under this Policy, then You shall have the right to require a settlement of such claim in terms of any of your policies.
- ii. The insurer so chosen by You shall settle the claim, as long as the claim is within the limits of and according to terms of the chosen policy.
- iii. Provided further that, If the amount to be claimed under the Policy chosen by You, exceeds the Sum Insured under a single Policy after considering the deductibles or co-pay (if applicable), You shall have the right to choose the insurers by whom claim is to be settled.
- iv. The clause is applicable for claims under Accidental Medical Expenses (Medex).

**Specific Definitions applicable to this Section (P6-Accidental Medical Expenses)**

**I. Hospital**

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

- i. has qualified nursing staff under its employment round the clock;
- ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- iii. has qualified medical practitioner(s) in charge round the clock;
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

## II. Hospitalization

Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

## III. Inpatient Care

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

- IV. Subrogation-** 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.

### Claim documentation applicable to this section:

The insured person has to submit the following documents for making a claim with us under this benefit:

- Duly completed claim form
- Original hospital Bills and Original Receipts
- Medical records/discharge card, if hospitalized
- Copy of medico-legal certificate, if done & applicable
- Self/Nominee attested copy of FIR, if filed / Panchnama, if conducted
- Self/Nominee attested copy of KYC documents with NEFT details of insured/nominee

## P7 Hospital Daily Cash

If any Insured Person suffers an Accident during the Policy Period that requires the Insured Person's Hospitalization as an inpatient, then we will in addition pay a per day benefit amount of <<Rs. amount (max. Rs.5000 per day) >>. This benefit will be subject to below limits under the policy:

- i. Maximum benefit of 10 days for each hospitalization incident
- ii. Maximum benefit of 60 days per Policy year (annual). Where the policy period is more than 1 year, this benefit limit is applicable for each year. This benefit cannot be cumulated or carried forward.
- iii. This benefit would trigger only when we have admitted the claim under Accidental Medical Expenses (P6).

This benefit is over and above the base Sum Insured.

### Claim documentation applicable to this section:

The insured person has to submit the following documents for making a claim with us under this benefit:

- Duly completed claim form
- Self/Nominee attested copy of discharge card

- Self/Nominee attested copy of lab/investigation reports
- Self/Nominee attested copy of KYC documents with NEFT details of insured/nominee

## P8 Coma Benefit

If an Insured Person suffers an accident during the policy period and this is the sole and direct cause of being in a Comatose State causing permanent neurological deficit within 30 days from the date of injury, then we will pay a onetime benefit of Sum Insured upto Rs 5 Lacs, subject to the following conditions:

The state of unconsciousness should correspond to a Glasgow Coma Scale (GCS) score of 3 (No motor response, No verbal response, No eye opening).

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- a. no response to external stimuli continuously for at least 96 hours;
- b. life support measures are necessary to sustain life; and
- c. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

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

This benefit is over and above the base Sum Insured.

## P9 Funeral Benefits and Repatriation of Remains

If we have accepted a claim under Accidental Death (P1) benefit of this policy, then we will in addition pay fixed amount towards funeral expenses including transporting the mortal remains of the Insured Person from the place of the Accident or the Hospital to his residence. The benefit amount payable will be Rs. 10,000.

This benefit is over and above the base Sum Insured.

## P10 House Alteration and Vehicle Modification benefit

If an Insured Person:

- I. suffers one of the following Injuries listed under the Permanent Total Disability (P2) or Accidental Dismemberment and Paralysis (P4) Coverage Section of the Policy is payable while this Policy is in effect; and,
- II. did not; prior to the date of the Accident causing such loss(es), require the use of a wheelchair to be ambulatory; and
- III. as a direct result of such loss(es) is now required to use a wheelchair to be ambulatory;

We will pay Covered Home Alteration and Vehicle Modification Expenses that are incurred within one year after the date of the accident causing such loss(es), up to the maximum amount stated in the Policy Schedule or actuals, whichever is lower, for all such losses caused by the same Accident.

### Definition of Covered Home Alteration and Vehicle Modification Expenses - means one-time expenses that:

1. are charged for:
  - I. alterations to the Insured Person's residence that are necessary to make the residence accessible and habitable for a wheelchair-confined person; or
  - II. modifications to one motor vehicle owned or leased by the Insured Person or modifications to a motor vehicle newly purchased for the Insured Person that are necessary to



make the vehicle accessible to and/or driveable by the Insured Person; and

2. do not exceed the usual level of charges for similar alterations and modifications in the locality where the expense is incurred; but only if the alterations to the Insured Person's residence and the modifications to his or her motor vehicle are:
  - I. made on behalf of the Insured Person;
  - II. recognized by a nationally-recognized organization providing support and assistance to wheelchair users; and
  - III. in compliance with any applicable laws or requirements for approval by the appropriate government authorities.

This benefit is over and above the base Sum Insured.

## P11 Ambulance Cost

If we have accepted any claim under this policy under sections- Accidental Death (P1), Permanent Total Disability (P2), Accidental Dismemberment and Paralysis (P4), Permanent Partial Disability (P5) or Accidental Medical Expenses (P6), if opted under the policy, then we will also reimburse for expenses incurred for transfer of the Insured Person by road from the site of accident to the nearest hospital or from one hospital to another hospital in a registered ambulance. The amount payable will be lower of Rs. 25,000 or actual expenses incurred. The limit of Rs 25,000 is an annual limit per insured person, per policy year.

This benefit is over and above the base Sum Insured.

## P12 Air Ambulance

If we have accepted any claim under this policy under sections Accidental Death, Permanent Total Disability, Accidental Dismemberment and Paralysis, Permanent Partial Disability or Accidental Medical Expenses, if opted under the policy, then we will also reimburse for expenses incurred for transfer of the Insured Person by an air ambulance from the site of accident to the nearest hospital or from one hospital to another hospital. The amount payable will be lower of Rs.500,000 or actual expenses incurred. The limit of Rs 500,000 is an annual limit per insured person, per policy year.

This benefit is over and above the base Sum Insured.

## P13 Cost of Crutches / Wheel chair

If we have accepted a claim under Permanent Total Disability or Accidental Dismemberment and Paralysis or Permanent Partial Disability, then we will, in addition, pay the amount towards cost of crutches/wheel chair necessitated due to disability. The amount payable would be Rs. 100,000 or actual expenses incurred.

This benefit is over and above the base Sum Insured.

## P14 Cost of Artificial Limbs

If we have accepted a claim under Permanent Total Disability or Accidental Dismemberment and Paralysis or Permanent Partial Disability, then we will, in addition, reimburse the amount towards cost of artificial limbs necessitated due to disability. The amount payable would be Rs. 100,000 or actual expenses incurred.

This benefit is over and above the base Sum Insured.

## E4 Inclusion of Involuntary Loss of Job Cover

This policy is endorsed to offer Involuntary Loss of Job cover in the event of listed critical illnesses as opted under Section 1 (Critical Illness) or Section 2 (P2 – Permanent Total Disability) of this policy.

We will pay up to the specified limit as mentioned in the Policy schedule in case of Loss of Job of the Insured Person.

### a. Benefit Payable

- i. The Company hereby agrees, to pay, on occurrence of Loss of Job as stated under this Section, in relation to the Insured, the EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule of this Policy) after the commencement of Loss of Job till the reinstatement of employment with the same employer or new employer subject to a maximum of Sum Insured as stated under Schedule of this Policy.
- ii. We will pay Three Equated Monthly Installments (EMI) towards the loan subject to Specific Conditions mentioned below.

### b. Specific Conditions applicable to this Section

- i. You are a salaried employee.
- ii. You are a permanent employee of the organization working on a full time basis and such employment has been in force for a continuous period of 12 months,
- iii. You are paying the EMI on a Regular basis ;
- iv. Submission of Sanctioned letter and Repayment Track Record or Bank account statement reflecting EMI or Loan account Statement.
- v. This would be a onetime payment at the end of the continuous period of unemployment of 3 months for which claim has been made and is admissible under the policy.
- vi. Upon payment of such claim under the policy, the cover for other policy sections of critical illness and personal accident would continue and sum insured for these sections would be reduced accordingly.

### c. Special Exclusions applicable to this Section

- i. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
  - a. Self employed persons;
  - b. 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;
  - c. Any voluntary unemployment;
  - d. Unemployment at the time of inception of the Policy Period
  - e. Unemployment arising out of critical illness, if opted under this policy Section 1 (Critical Illness), within the first 90 days of inception of the Policy Period.
- ii. Any unemployment from a job under which no salary or any remuneration is provided to the Insured
- iii. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
- iv. Any unemployment due to resignation, retirement whether voluntary or otherwise
- v. Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.
- vi. Second unemployment during the policy period.

### d. Definitions under this Section

#### i. Loss of Job

For purpose of this policy coverage Loss of Job means loss of employment of the Insured person by the employer on account of the following reasons-

- a. Listed Critical Illness as specified on the policy schedule/certificate of insurance or
- b. Permanent Total Disability.

**ii. EMI or EMI Amount**

Means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

**EMI of Regular Basis**

For the purpose of this Policy, regular EMI payment is defined as the payment of equated monthly installment to the bank/Financial Institution by whom the loan has been availed without any defaults at the time of loss of job.

**e. Additional Documents Required - Loss of Job:**

- Copy of Appointment letter & Confirmation letter
- Copy of Resignation / termination letter stating the reason for termination.
- Copy of Appointment letter from new employer, if any
- Copy of the loan sanction letter mentioning the EMI amount & latest Repayment Track Record or Bank account statement reflecting EMI or Loan account statement
- Copy of KYC documents & cancelled cheque showing insured name with recent passport size photograph

**E5 Inclusion of Monthly EMI (Equated Monthly Installment) Benefit**

**Benefit Payable:**

- i. In the event the insured person is hospitalized due to accident during the policy period, We will pay the monthly EMI equivalent for every completed continuous 30 days of such hospitalization maximum upto 3 months.

**Specific conditions applicable to this section:**

- ii. This is onetime benefit applicable for the entire tenure of the policy and shall terminate upon payment of this benefit.
- iii. Upon payment of such claim under the policy, the cover for other policy sections of critical illness and personal accident would continue and sum insured for these sections would be reduced accordingly.

**Definition applicable to this Section:**

- **EMI or EMI Amount** means and includes the amount of monthly payment required to repay the principal amount of Loan and Interest by the Insured as set forth in the amortization chart referred to in the loan agreement (or any amendments thereto) between the Bank/Financial

Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

**E6 Cover for Standard Fire and Special Perils**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to Tata AIG General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

**i. Fire**

Excluding destruction or damage caused to the property insured by

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

**ii. Lightning**

**iii. Explosion/Implosion**

Excluding loss, destruction or damage

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

**iv. Aircraft Damage**

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

**v. Riot, Strike, Malicious and Terrorism Damage**

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

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any Building or plant or unit or machinery resulting from the unlawful occupation by any person of such

Building or plant or unit of machinery or prevention of access to the same.

- d. Burglary, housebreaking, Theft, Larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

#### **Terrorism Damage Exclusion Warranty:**

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

#### **vi. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tomado, Flood or Inundation excluding those resulting from volcanic eruption or other convulsions of nature.

#### **vii. Impact Damage**

Loss of visible physical damage or destruction caused to the property insured due to Impact by any Rail/ Road Vehicle or animal by direct contact not belonging to or owned by

- a) the insured or any occupier of the premises or  
b) their employees while acting in the course of their employment.

#### **viii. Subsidence and Landslide including Rock slide**

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:

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

#### **ix. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes**

#### **x. Missile Testing operations**

#### **xi. Leakage from Automatic Sprinkler Installations**

Excluding loss, destruction or damage caused by:

- i. Repairs or alterations to the Buildings or premises  
ii. Repairs, Removal or Extension of the Sprinkler Installation  
iii. Defects in construction known to the Insured.

#### **xii. Bush Fire**

Excluding loss, destruction or damage caused by Forest Fire.

#### **xiii. Earthquake (Fire & Shock)**

Loss or damage (including loss or damage by fire) to any of the property insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting therefrom.

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

#### **Onus of Proof**

In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

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

#### **Exclusion applicable to this section:**

This Policy does not cover

- i. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.  
ii. Loss, destruction or damage directly or indirectly caused to the property insured by  
a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel  
b. the radio-active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof  
iii. Loss, destruction or damage caused to the insured property by pollution or contamination excluding  
a. pollution or contamination which itself results from a peril hereby insured against.  
b. any peril hereby insured against which itself results from pollution or contamination  
iv. Loss, destruction or damage to bullion or unset precious stones, curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, Cheques, books of accounts or other business books,



- computer systems records, explosives unless otherwise expressly stated in the Policy.
- v. Loss, destruction or damage to any electrical machine, apparatus, fixture or fitting arising from or occasioned by over- running, excessive pressure, short circuiting, arcing, self- heating, or leakage of electricity, from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
- vi. Expenses necessarily incurred on (i) Architects, Surveyors and Consulting Engineer's Fees and (ii) Debris Removal necessarily incurred by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
- vii. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- viii. Loss by Theft during or after occurrence of any insured peril except a provided under Riot, Strike and Malicious Damage cover.
- ix. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to volcanic eruption or other convulsions of nature.
- x. Loss or damage to property insured if removed to any Building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.
- a way as to increase the risk of loss or damage by Insured Perils.
- b. If the interest in the property passes from the insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this Policy, be insured by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.
5. This insurance may 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 time the Policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a ratable proportion of the premium for the unexpired term from the date of the cancellation.
6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
- a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
- b. Particulars of all other insurances, if any
- The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the fire and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.
- No claim under this Policy shall be payable unless the terms of this Conditions have been complied with.
- (ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be
- General Conditions applicable to this Section**
1. THIS POLICY shall be voidable in the event of misrepresentation, mis-description or non-disclosure of any material particular.
2. All insurances under this Policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.
- PROVIDED such a fall or displacement is not caused by insured perils, loss or damage which is covered by this Policy or would be covered if such building, range of buildings or structure were insured under this Policy.
- Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the Policy by or on behalf of the Company:
- a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the Building insured or containing the insured property be changed in such

deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this Policy, the Company may
  - a. enter and take and keep possession of the building or premises where the loss or damage has happened.
  - b. take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - c. keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - d. sell any such property or dispose of the same for account of whom it may concern.

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

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

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

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any

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

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against 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 accordingly. Every item, if more than one, of the Policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
14. If Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the Period of Insurance of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of Period of Insurance for the amount of such loss shall be payable by the insured to the Company.

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

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

### Sum Insured

The basis of valuation shall be:

- Reinstatement value for buildings and all contents excepting personal effects, and
- Market value for personal effects.

### BASIS OF LOSS SETTLEMENT APPLICABLE TO THE SECTION:

- a. The indemnity shall be on the basis of reinstatement value or market value as applicable and as stated above.
- b. In the event of property insured being damaged by any of the insured perils, the Company shall pay for the amount of damage or loss or at its option replace or repair the damaged property.
- c. If the property hereby insured shall, at the breaking out of any fire or at the commencement of any destruction or damage to the property by any of the insured perils be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
- d. We shall not make any payment for more than 20% of the contents sum insured in respect of any one item unless specifically declared by you in your proposal and accepted by us.
- e. Where the Insured Premises and/or Contents can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the Fire or any other peril covered under this Section.
- f. In case of a total loss, the Company shall indemnify the Insured in respect of the replacement costs. The Company shall not be bound to reinstate or replace exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Fire.

### Standard Clauses:

#### AGREED BANK CLAUSE

All policies in which a Bank/Financial Institution has interest shall be issued in the name of Bank/Financial Institution and owner or mortgagor and shall contain a suitable clause to protect their interest. A specimen copy of the Clause is given hereunder.

It is hereby declared and agreed:

- i. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties insured hereunder shall be received by the Bank as Agents for such other parties.
- ii. That the receipts of the Bank shall be complete discharge of the Company therefore and shall be binding on all the parties insured hereunder.

N.B: The Bank shall mean the first named Financial Institution/ Bank named in the Policy.

- iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.
- iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties insured hereunder.
- v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party insured hereunder whereby the risk is increased or by anything being done to upon or any Building hereby insured or any Building in which the goods insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and
- vi. It is further agreed that whenever the Company shall pay the Bank any sum in respect of loss or damage under this Policy and shall claim that as to the Mortgagor or owner no liability therefore existed, the Company shall become legally subrogated to all the rights of the Bank to the extent of such payments but not so as to impair the right of the Bank to recover the full amount of any claim it may have on such Mortgagor or Owner or any other party or parties insured hereunder or from any securities or funds available.

### **REINSTATEMENT VALUE POLICIES**

"It is hereby declared and agreed that in the event of the property insured under within the policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to

the following Special Provisions and subject also to the terms and conditions of the policy except in so far as the same may be varied hereby.”

#### Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the policy, then the insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.
4. This Memorandum shall be without force or effect if
  - a. the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.
  - b. the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

#### CANCELLATION CLAUSE AND REFUND:

**Rule 9(b): Refund on cancellation of Long term Policy at the request of the insured may be allowed subject to the following conditions:**

1. No refund shall be allowed if there has been a claim under the policy.
2. If the policy is cancelled within 3 years of inception, the premium to be retained shall be worked out as per normal rates applicable - that is without allowing any discount.
3. If the policy is cancelled after 3 years of inception, the discount slab shall be reworked for the number of years the policy was actually in force. For this purpose fraction of a year shall be rounded to the next higher year. For example if the policy has run for 3 years and 3 months, premium shall be retained for 4 years.
4. Refund, if any, shall be subject to the retention of minimum premium of Rs.50/- as provided under Rule No.6 of Section I of AIFT.

We may cancel this Policy / Certificate of Insurance at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured by giving you 15 Days notice delivered to You, or mailed to Your last address as appears in our records, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium.

In the event a claim has occurred in which case there shall be no return of premium.

#### Definitions applicable to this Section:

- **Building** means structure (above plinth and foundation excluding land) of standard construction unless specifically mentioned. It shall include connected utilities, sanitary fittings, fixtures and fittings therein belonging to the Insured and for which he is accountable.
- **Burglary** means any theft following upon actual forcible and violent visible entry or / and unauthorized entry to or exit from the Insured Premises with the intent to steal Contents therefrom.
- **Contents** means the household goods and other personal possessions owned by the Insured or his/her Family or for which they are responsible located inside the Insured Premises such as electronic equipment, household appliances, and goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations. Personal effects such as clothes and other articles of personal nature to be worn used or carried but excluding money but may include Jewellery and valuables.
- **Jewelry** means articles of precious stones, gold, silver or other precious metals specified as such in the Schedule.
- **Kutchra Construction** means buildings having walls and / or roofs of wooden planks thatched leaves, grass, bamboo, plastic, cloth, asphalt, canvass, tarpaulin, or the like.
- **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.
- **Valuables** means: Jewelry Watches, clocks, photographic equipment, binoculars, telescopes, musical instruments, mobile telephone handsets, digital diaries, electronic calculators, palmtops.

#### Claim Document - Building- Fire and Special Perils including earthquake:

Basic Documents required to be submitted for claiming under this coverage shall be:

- Claim Form duly filled in & signed.
- F.I.R / Police Panchnama Report / Final Investigation Report, if filed.
- Fire Brigade Report
- Forensic Departments report, if applicable.
- Original Repair/ Replacement Bills with receipt.
- Photographs if arranged.
- Newspaper articles, if available

This benefit is over and above the base Sum Insured.



## E7 Personal Extended Protection Covers

This policy extends coverage to the following sections:

### 1. Coverage Definitions

- **Identity Theft** means the unauthorized and/or illegal use of **your** personal information such as **your** name to open **credit accounts** and/or bank accounts that **you** did not authorize.
- **Credit Accounts** means any credit arrangements from a qualified financial institution for personal use, such as credit card account, car/home loan account.
- **Suit** means a civil proceeding seeking monetary damages as a result of **identity theft**, or a criminal proceeding in which **you** are charged with illegal acts committed by someone else while engaged in the theft of **your** identity
- **Robbery** means the unlawful taking of **money** or other property from **your** care and custody by one who has caused or threatened **you** with bodily harm and has committed an illegal or violent act.
- **Bodily injury** means bodily harm, sickness or disease, including required care, loss of services and death that result.
- **Replacement cost** means the amount it would cost to replace an item of similar specifications at current prices.
- **Personal Papers** means identification documents issued by **your** country, state including but not limited to **your** driver's license and passport.
- **Transportation tickets** means the tickets purchased for bus, subway or other type of public or private transportation.
- **Unauthorised charges** means those charges which are incurred on the payment card / sim card after the physical loss of the payment card / sim card and without the knowledge or consent of the payment card / sim card holder as per provisions, terms and conditions of payment card issuer / mobile service provider."
- **Money** means currency, coins and bank notes in current use and having a face value.
- **Payment card** means an **ATM** card, credit card, charge card, prepaid card or debit card issued by a qualified financial institution for personal use only.
- **SIM card** means the Subscriber Identity Module (SIM) card that is delivered together with a subscription contract or pay-as-you-go contract used for the operating of mobile phones.
- **ATM** means automatic teller machine.
- **Lost or Stolen** means having been inadvertently lost or having been stolen by a third party without **your** assistance, consent or co-operation.
- **Cheque(s)** means any bank draft drawn against deposited funds to pay a specific sum to a specified payee on demand other than drafts with a stamped signature.
- **Residence** means the place that is shown as the "insured mailing address" on the Policy Schedule.
- **Business** means:
  - o A trade, profession or occupation engaged in on a full-time, part-time or occasional basis; or
  - o Any other activity engaged in for money or other compensation.

## Personal Identity Protection Covers:

### E7(A) Identity theft

#### I. What We Cover

**We** will pay for **your** expenses resulting from **your** efforts to resolve **your identity theft**, and expenses can be submitted up to 12 months after **you** make a claim. The following expenses are covered:

1. Legal Expenses – **We** will reimburse **you** for attorney and court fees incurred by **you** for:
  - a. Defending any **suit** brought against **you** by a creditor or collection agency or someone acting on their behalf as a result of the **identity theft**;
  - b. Removing any civil or criminal judgment wrongfully entered against **you** as a result of the **identity theft**;
  - c. Challenging the accuracy or completeness of any information in **your** consumer credit report provided this information is inaccurate and falsely provided to the credit agency or financial institution as a result of **identity theft**.
2. Lost Wages - **We** will reimburse **you** for time taken from work solely as a result of **your** efforts to correct **your** financial records that have been altered due to **identity theft**. Payment of lost wages includes compensation for whole or partial unpaid workdays. **You** must take these unpaid days within 12 months of intimating a claim.
3. Obligation to pay - If any **credit accounts** and or bank accounts were opened in **your** name without **your** authorization, **we** will pay for **your** actual loss from the unauthorized account. **We** will pay for **your** legal obligation to pay a creditor when the account was created as part of **your identity theft**.
4. Miscellaneous Expenses – **We** will reimburse the following expenses:
  - a. The cost of re-filing applications for **credit accounts** or banking accounts that are rejected solely because the lender received incorrect information as a result of **identity theft**;
  - b. The cost of notarizing documents related to **your identity theft**, long distance telephone calls, and certified mail reasonably incurred as a result of **your** efforts to report an **identity theft** or to correct **your** financial and credit records that have been altered as a result of **your identity theft**;
  - c. The cost of contesting the accuracy or completeness of any information contained in **your** credit history as a result of **your identity theft**;
  - d. The cost of a maximum of 4 (four) credit reports from an entity approved by **us**. The credit reports shall be requested when **you** make a claim.

#### II. Coverage Exclusions applicable to this section:

**We** will not pay for any expenses or loss as a result of:

1. Monetary losses other than those provided under "What We Cover".
2. Any physical injury, sickness, disease, disability, shock, mental anguish and mental injury including required care, loss of services or death;
3. Requesting credit reports before the discovery of your **identity theft**;



4. Taking time from self-employment or workdays that will be paid by your employer in order to correct **your** financial records that have been altered due to **identity theft**.

### III. Coverage Conditions applicable to this section:

1. The fraudulent account must have been opened in **your** name without **your** authorization.
2. Any false charge or withdrawal from the unauthorized opened account must be verified by **your** financial institution.
3. Coverage for false charges is limited to the amount **you** are held liable for by the financial institution.
4. **We** will be permitted to inspect **your** financial records.
5. **You** will cooperate with **us** and help **us** to enforce any legal rights **you** or **we** may have in relation to **your identity theft**; this may include **your** attendance at depositions, hearings and trials, and giving evidence as necessary to resolve **your identity theft**.

### IV. Duties After An Accident or Loss

In the event of a covered loss **you** shall:

1. Call us at 18002667780 or provide written intimation to make a claim within 15 days of discovering the **identity theft** to obtain proper forms and instructions;
2. File a police report within 24 hours of discovering the **identity theft**;
3. Notify **your** bank(s) or credit account issuer(s) of the **identity theft** within 6 hours of discovering the **identity theft**;
4. Complete and return any claims forms including an authorization for **us** to obtain records and other information such as credit reports (if applicable) within 3 days of making the claim;
5. Provide proof that it was necessary to take time away from **your** work if **you** make a claim for lost wages. **We** will ask **you** to submit proof from **your** employer that **you** took unpaid days off, and **you** must have this information notarized;
6. Send **us** copies of any demands, notices, summonses, complaints, or legal papers received in connection with a covered loss;

Take all reasonable and prudent action to prevent further damage to **your** identity.

### E7(B) Fraudulent Charge

#### I. What We Cover

If **your payment card / sim card** as specified in the schedule is **lost or stolen**, **we** will reimburse the unauthorized charges that **you** are responsible for on **your lost or stolen payment card / sim card**, up to 2 months prior to **your** first reporting the event to **your payment card** issuer(s) / mobile telephone service provider and upto 7 days post reporting of the event to **your payment card** issuer / mobile telephone service provider.

#### II. Coverage Exclusions applicable to this section:

**We** will not pay for any expenses or loss for:

1. Charges made on **your lost or stolen payment card / sim card** more than 2 months hours prior to **your** first reporting the event to **your payment card** issuer(s) / mobile telephone service provider and 7 days post

reporting of the event to **your payment card** issuer / mobile telephone service provider;

2. Charges made on **your payment card / sim card** if **your payment card / sim card** has not been lost or stolen;
3. Cash advances made with **your lost or stolen payment card**;
4. Charges incurred by a resident of **your** household, or by a person entrusted with **your payment card / sim card**.
5. Any liability arising out of **lost or stolen sim card** except as provided under "What We Cover"

### III. Coverage Conditions applicable to this section:

1. **We** will only pay for unauthorized charges for which **you** are responsible under the terms and conditions of **your payment card / sim card**.
2. **You** must report the loss or theft of **your payment card / sim card** to the issuer(s) within 3 hours after discovering **your lost or stolen payment card / sim card** event.
3. **You** must comply with all terms and conditions by which **your payment card / sim card** is issued.

### IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall call **us** at 18002667780 or provide written intimation to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on **your lost or stolen payment card / sim card**;
2. **You** shall complete and return any documents including but not limited to claim forms, police reports, demands, notices, and any other documents **we** may ask **you** to provide;
3. The claims form and accompanying documents must be returned to **us** within 3 days of making the original claim.

### E7(C) ATM assault and robbery

#### I. What We Cover

1. **ATM Robbery – We** will reimburse **you** for the **money** **you** withdrew from any **ATM** around the world using **your payment card** against a **robbery** event that occurs within 6 hours of the withdrawal of the **money**.
2. **Bodily Injury – We** will reimburse **you** for reasonable emergency first aid charges for bodily injury during a **robbery** that is covered by **our** ATM assault and robbery coverage.

#### II. Coverage Exclusions applicable to this section:

**We** will not pay for any:

1. damages and/or liabilities to any third parties;
2. damages or losses to anything other than the **money** **you** withdrew from **your** account;
3. damages and/or liabilities that happened before or after the covered **robbery** period;
4. charges for emergency first aid to anyone other than **you**.

#### III. Coverage Condition applicable to this section:

**You** must provide an official police report that indicates the incident happened within the covered time frame in order for **us** to pay the claim; unless you are legally incapable of doing so.

#### IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall contact **us** at 18002667780 or provide written intimation within 24 hours from the **robbery** to obtain a claim form and instructions;
2. **You** shall complete, sign and return the form with the appropriate documents which include but are not limited to medical bills, police reports, and any other documents **we** may ask **you** to provide;
3. The claims form and accompanying documents must be returned to **us** within 3 days of making the original claim.
4. File a police report within 24 hours of happening of the incident.

## E7 – (D) Lost wallet coverage

### I. What **We** Cover

**We** will cover **you** for the following when **your** wallet is **lost or stolen**:

1. **Replacement costs** for the **lost or stolen** wallet not exceeding Rs.1000 as well as the **personal papers** and **payment cards** that were in the wallet;
2. Application fees for applying for new **personal papers** and/or **payment cards**.
3. Money, cheques up to Rs.500 provided there is valid claim under 1 and 2 above.

### II. Coverage Exclusions applicable to this section

**We** will not cover:

1. **transportation tickets**, or other similar items that were in the **lost or stolen** wallet other than **your personal papers** and **payment cards**;
2. losses that are caused by any events other than **lost or stolen**, such as fire, water, normal wear and tear, manufacturing defects, vermin, insects, cleaning or repairs, or similar events;
3. accidental damage to **your** wallet and items inside;
4. any fraudulent/unauthorized charges on the **lost or stolen payment cards**;
5. any **identity theft** related costs that are caused by **lost or stolen personal papers** or **payment cards**.

### III. Coverage Condition applicable to this section

**You** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.

### IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall contact **us** at 18002667780 or provide written intimation within 24 hours from the discovery of the incident to obtain a claim form and instructions;
2. **You** must file a police report within 6 hours from the discovery of the incident;
3. **You** shall complete, sign and return the form with the appropriate documents which include but are not limited to receipts, police reports, and any other documents **we** may ask **you** to provide;  
The claims form and accompanying documents must be returned to **us** within 3 days of making the original claim.

## E7(E) Home protection benefit

### I. What **We** Cover

When the entire cost of the **passenger fare(s)** of a **trip** are charged to **your payment card** or paid otherwise while the insurance is effective, **we** will cover the damage, disappearance or destruction of the following items due to **burglary** at **your residence** during **your trip travel time**:

1. **your** furniture, clothes, appliances
2. **your money** and **cheque(s)**

### II. Coverage Exclusions applicable to this section

**We** will not pay for:

1. losses that occurred when **your travel time** is longer than 31 days;
2. losses to personal effects **you** have carried with **you** during the **trip**;
3. losses to any other items that are not listed under the "What **We** Cover" section;
4. losses that are due to events other than **burglary**, including but not limited to fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or other acts of god;
5. losses due to or related to a nuclear, biological or chemical event.

### III. Coverage Conditions applicable to this section

1. For a covered **trip**, the coverage commences when **you** leave **your** place of **residence** to commence the **trip** and will terminate with whichever of the following occurs first: the time of return to **your** place of **residence** on completion of **your trip** or the expiry of the policy. In any event coverage will not commence more than 24 hours prior to the booked departure time and will cease 24 hours after **your** actual return time.
2. **You** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.
3. In no event will **we** pay more than the **replacement cost** of the covered item.

### IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall call **us** at 18002667780 or provide written intimation within 6 hours of discovering the loss to report the claim and obtain the proper forms and instructions;
2. **You** shall call the police within 6 hours of discovering the loss to report the incident and obtain the police report;
3. **You** shall complete and return any necessary documents including but not limited to claim forms, police reports, demands, notices, and any other documents **we** may ask **you** to provide;
4. The claims form and accompanying documents must be returned to **us** within 3 days of making the original claim.

## E7(F) Key replacement coverage

### I. What **We** Cover

1. **Key Replacement** – **We** will reimburse **you** for the cost of replacing **your residence** and/or **your vehicle** keys which are **lost or stolen**. The covered cost is limited to the money **you** paid to a locksmith to produce a new key.
2. **Break-in Protection** – **We** will reimburse **you** for the cost of replacing **your** locks and keys if **your residence** or

**your vehicle** is broken into. The covered costs include the labor cost for replacing the lock.

3. Lock Out Reimbursement – **We** will reimburse **you** for the cost of obtaining a locksmith if **you** are locked out of **your residence** or **your vehicle** due to the loss or theft of **your** keys.
4. Rental Car Reimbursement – **We** will cover the reasonable cost of a rental car if **your vehicle** keys are **lost or stolen** and it will take more than 24 hours to replace them;

## II. Coverage Exclusions applicable to this section:

**We** will not pay for:

1. costs other than those listed in the “What **We** Cover” section;
2. costs associated with **lost or stolen** keys for a **residence** other than **your** primary **residence**;
3. The cost to replace keys to **vehicles** that **you** do not own for personal use;

## III. Coverage Conditions applicable to this section:

For **break-in** protection claims, **you** must provide an official police report that indicates the incident happened within the covered time frame in order for us to pay the claim; unless you are legally incapable of doing so.

## IV. Duties After An Accident or Loss

In the event of a covered loss:

1. **You** shall call **us** at 18002667780 or provide written intimation within 24 hrs. of discovering the loss to make a claim and obtain the proper forms and instructions;
2. **You** shall file a police report within 24 hours of discovering a covered incident.
3. **You** shall fill out and return any claims forms and accompanying documents including police reports (where necessary), receipts for replacing locks and/or keys, and any other documents **we** may ask **you** to provide;
4. The claims form and accompanying documents must be returned to **us** within 3 days of making the original claim.

## 2. General Exclusions applicable to this section (E7):

*This section is applicable to all coverage sections of the policy for the covers under Personal Identity Protection.*

**We** will not cover the follow ing:

- A. Losses that do not occur within the policy period;
- B. Losses that result from or related to **business** pursuits including **your** work or profession;
- C. Losses caused by illegal acts;
- D. Losses that **you** have intentionally caused;
- E. Losses that result from the direct actions of a **relative**, or actions that a **relative** knew of or planned.
- F. Losses due to war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, rebellion, revolution, insurrection, civil commotion, uprising, military or usurped power, martial law, riot or the act of any lawfully constituted authority.
- G. Losses due to ionising radiations contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion (including any self sustaining process of nuclear fission)of nuclear fuel.

- H. Losses due to the radio active toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- I. Losses due to nuclear weapons material.
- J. Terrorism Exclusion Warranty

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

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

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

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

## 3. Policy Limitation

*This section is applicable to all Personal Extended Protection cover coverage sections of the policy.*

For each of the coverage, **we** will pay up to the maximum amount per occurrence and per **policy period** as shown in the Policy Schedule.

## 4. Claim Procedure

- Insured or the claimant shall give notice to us of any loss arising under this benefit as per the stipulated timelines mentioned under each coverage section of Personal Identity Protection covers
- We shall within 7 days of claim intimation, inform the insured or claimant of the essential documents and other requirements that should be submitted in support of the said claim.
- Section (6) A and B of the policy stands modified to this extent as mentioned above.

This benefit is over and above the base Sum Insured.

## Endorsement for Deletion of Covers

### F1 Deletion of Critical Illness Cover

Section 1 (Critical Illness) cover stands deleted for all the insured persons in this policy. Consequent to deletion of this cover, policy exclusion conditions (1), (2), (3) and (15) of Section 4- General Exclusions stands deleted.

### F2 Deletion of Personal Accident Cover

Section 2 (Personal Accident) cover stands deleted for all the insured persons in this policy.

### F3 Deletion of Education Benefit Cover

Section 2- P3 (Education Benefit cover only) cover stands deleted for all the insured persons in this policy.