

## PERSONAL ACCIDENT - POLICY WORDING

Senior Citizen can connect directly with our executive on 022-33834185.

### SECTION-1 PREAMBLE

WHEREAS the policyholder designated in the Schedule to this Personal Accident Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of contract and shall be deemed to be incorporated herein, has applied to IndusInd General Insurance Company Ltd. (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the period as specified in the schedule.

### SECTION-2 DEFINITIONS

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meanings set forth:

1. **Accident:** An accident is a sudden, unforeseen and involuntary event caused by external visible and violent means.
2. **Bank Rate:** Bank Rate means Bank Rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claims has fallen due.
3. **Illness:** 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 required medical treatment
4. **Injury:** 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.
5. **Insured / Insured Person:** A person accepted by the Company to be insured under this Policy and who meets and continues to meet all the eligibility requirements and whose name specifically appears under Insured (Insured Person) in the Policy Schedule and with respect to whom the premium has been received by the Company.
6. **Insurer / Company:** Insurer / Company mean IndusInd General Insurance Company Ltd.
7. **Policy:** Policy is the Company's contract of insurance with the policyholder providing cover as detailed in this Policy Terms & conditions, the Proposal Form, Policy Schedule, Endorsements, if any, and Annexure, forming part of the contract and must be read together.
8. **Policyholder:** The person who is the Proposer and whose name specifically appears in the Policy Schedule as policy holder.
9. **Policy Period:** Policy period means the period between the Start date and End date as specified in the Schedule to this Policy or the cancellation of this policy, whichever is earlier.
10. **Schedule:** Schedule means the document attached name so and to and the forming part of this Policy mentioning the details of the Insured/ Insured Person/s, the Sum Insured, the period and the limits to which benefits under the Policy are subject to.
11. **Sum Insured / Capital Sum Insured:** Sum Insured / Capital Sum Insured means the sum as specified in the Schedule / Annexure to this Policy against the name of Insured/Insured Person/s, which sum represents the Company's maximum liability for any and all claims pertaining to that insured person under this Policy during the Policy period.
12. **Cumulative Bonus:** an increase in the Capital Sum Insured granted by the Insurer without an associated increase in premium.

### SECTION-3 OPERATIVE CLAUSE

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon if during the Policy Period, the insured person shall sustain any injury resulting from an accident then the Company shall pay to the insured or his legal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say-

- a. if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
- b. if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:



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- i. sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person;
  - ii. use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person
- c. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
- i. the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
  - ii. use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.

NOTE: For the purpose of Clauses (b) and (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means at or above the ankle

- d. If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such Insured Person.
- e. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured applicable to such Insured Person in the manner indicated below:

Description of loss	Percentage of Capital Sum Insured
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost each	1%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	40%
Loss of four fingers	35%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges or two phalanges or one phalanx	10%
Loss of middle finger - three phalanges or two phalanges or one phalanx	6%
Loss of ring finger - three phalanges or two phalanges or one phalanx	5%
Loss of little finger - three phalanges or two phalanges or one phalanx	4%
Loss of metacarpals - first or second(additional) or third, fourth or fifth (additional)	3%



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Any other permanent partial disablement	Percentage as assessed by a panel doctor of the Company
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- f. if such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs. 5,000/- per week in all, under all personal accident policies covering such Insured Person.

Provided that the compensation payable under the foregoing Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured applicable to such Insured Person. Notwithstanding anything to the contrary stated herein only those benefits, which are mentioned above under clauses "a" to "f", shall be covered under the policy which have been specifically mentioned and covered under the Policy Schedule.

#### SECTION-4 ADDITIONAL BENEFIT

- Carriage of Dead Body:** In the event of death of the Insured Person due to accident as defined in the policy outside his/ her residence, the Company in addition to the amount payable under the foregoing Clause (a) shall also pay for transportation of Insured Person's dead body to the place of residence a lump sum of 2% of Capital Sum Insured or Rs. 2,500/- whichever is less.
- Education Grant:** In the event of death or permanent total disablement of the Insured due to accident, the Company shall pay as education grant for the dependent children as below:
  - If the insured has one dependent child below the age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of Rs. 5,000
  - If the insured has more than one dependent child below age of 25 years, an amount equal to 10% of the capital sum insured subject to maximum of Rs. 10,000.

Payment of education grant as above will be made along with the capital sum insured to the same person who is / are entitled to receive capital sum insured

#### 3. Cumulative Bonus:

At the end of each Policy Period, the Company will provide 5% of the expiring Policy Capital Sum Insured on a cumulative basis as Cumulative Bonus for each completed and continuous Policy Year, provided that there is no Claim in the expiring Policy Year. This is subject to the following:

- In any Policy Period, the accrued Cumulative Bonus, shall not exceed 50% of the of Capital Sum Insured available in this renewed Policy.
- The Cumulative Bonus is provisional and is subject to revision in case of Claim being reported under the expiring Policy Year.
- Entire Cumulative Bonus will be lost if Policy is not continued / renewed on or before Policy Period End Date or grace period end date whichever is later.
- Cumulative Bonus shall be applicable on an annual basis subject to continuation of the Policy.
- In case of a claim in any given Policy Period the Cumulative Bonus shall be decreased by 5 % of the Capital Sum Insured in the subsequent year. However this reduction shall not reduce the Capital Sum Insured.
- This clause does not alter the Company's right to decline renewal or cancellation of the Policy.
- The increase in Capital Sum Insured on account of Cumulative Bonus shall not be applicable to the benefit payable under clause "f" of Operative Clause (temporary total disablement).

#### SECTION-5 POLICY EXCLUSION

PROVIDED ALWAYS THAT the Company shall not be liable under this policy for –

- Death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.
- Compensation under more than one of the foregoing Clauses in respect of the same period of disablement of the Insured Person.



3. Any other payment to the same person after a claim under one of the foregoing Clauses (a), (b) or (d) has been admitted and become payable save for payments under medical expenses extension and for carriage of dead body.
4. Any payment in case of more than one claim in respect of such Insured Person under the policy during any one period of insurance by which the maximum liability of the Company specified in the Schedule applicable to such Insured Person would exceed the sum payable under the foregoing Clause (a) of this policy to such Insured Person. This would not apply to payments made under medical expenses extension and for carriage of dead body.
5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
6. Payment of compensation in respect of death, injury or disablement of the Insured Person (a) from intentional selfinjury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, AIDS or insanity, (e) arising or resulting from the Insured Person committing any breach of law with criminal intent.  
Standard type of aircraft' means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.
7. Payment of compensation in respect of death, injury or disablement of the Insured Person due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
8. Payment of compensation in respect of, death of, or bodily injury or any illness to the Insured Person directly or indirectly caused by or contributed to by or arising from –
  - a. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - b. nuclear weapons material. Provided that due observance and fulfillment of the terms and conditions of this policy (with conditions on all endorsements hereon are to be read as part of this policy) shall so far as they relate to anything to be done or not to be done by the Insured and / or Insured Person and truth of the statement and answers in the said written proposal shall be a condition precedent to any liability of the Company under this policy.
9. The insurance under this policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

## SECTION-6 CLAIM PROCEDURE

The fulfillment of the terms and conditions of this Policy (including the realization of premium by their respective due dates) in so far as they relate to anything to be done or complied with by the Policyholder or any Insured Person, including complying with the following steps, shall be the condition precedent to the admissibility of the Claim.

Upon the happening of any accident / Injury that may give rise to a Claim under this Policy, then as a condition precedent to the admissibility of the Claim, the Policyholder/ Insured Person / legal heir shall undertake the following:

### 1. CLAIMS INTIMATION

In the event of accident or Injury which has resulted in a Claim or may result in a Claim covered under the Policy, the Policyholder/ Insured Person / legal heir must notify to the Company either at the call center or in writing immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.

The following details are to be provided to the Company at the time of intimation of Claim:

- 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 / Injury



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- e. Name and address of the attending Medical Practitioner and Hospital
- f. Date of accident
- g. Any other information as requested by the Company

## 2. CLAIMS PROCEDURE

The Policyholder/ Insured Person shall be required to submit the documents as mentioned in Clause 4 of this section.

## 3. POLICYHOLDER'S / INSURED PERSON'S DUTY AT THE TIME OF CLAIM

- a. The Policyholder / Insured Person must take reasonable steps or measure to avoid or minimize the quantum of any Claim that may be made under this Policy.
- b. Forthwith intimate / file / submit a Claim in accordance with Clause 1 and 3 of this section.
- c. If so requested by the Company, the Insured Person will have to submit himself for a medical examination by the Company's nominated Medical Practitioner as often as it considers reasonable and necessary. The cost of such examination will be borne by the Company
- d. Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company. On occurrence of an event which will lead to a Claim under this Policy, the Policyholder/ Insured Person shall:
  - i. Allow the Medical Practitioner or any of the Company's representatives to inspect the any relevant document pertaining to the injury / accident / incident, medical and hospitalization records, investigate the facts and examine the Insured Person.
  - ii. Assist and not hinder or prevent the Company's representatives in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy.

If the Policyholder / Insured Person / legal heir does not comply with the provisions of these conditions all benefits under this Policy shall be forfeited at the Company's option.

## 4. CLAIM DOCUMENTS

The Policyholder / Insured Person /Nominee /Legal Heir shall submit to the Company the following documents for or in support of the Claim:

- Death Certificate (in case of Death Claim)
- Disability Certificate (in case of Disability Claim)
- Duly completed and signed Claim Form, in original
- Medical Practitioner's referral letter advising Hospitalization
- Medical Practitioner's prescription advising drugs/diagnostic tests / consultation
- Original bills, receipts and discharge card from theHospital/ Medical Practitioner
- First Information Report/ Final Police Report
- Post mortem report, if available
- Any other document as required by the Company to assess the Claim.

## 5. PAYMENT TERMS

- a. Claims shall not be admissible under this Policy unless the Company has been provided with the complete documentation / information which the Company has requested to establish its liability for the Claim, its circumstances and its quantum unless the Policyholder / Insured Person have complied with the obligations under this Policy.
- b. The Sum Insured, if any, of the Insured Person shall be reduced by the amount payable / paid under the Benefit(s) and the balance shall be available as the Sum Insured for the unexpired Policy Period
- c. The Company will pay the Policyholder/Insured Person or the nominee /legal heir as the case may be and a discharge by them shall discharge the company of all its liability under the policy for that claim.
- d. The Company will only be liable to pay for such Benefits for which the Policyholder has specifically claimed in the Claim Form.
- e. Claim once paid under one Benefit cannot be paid again under any other Benefit.
- f. All claims shall be paid in India in Indian Rupees



Provided that all sums payable hereunder shall be payable in the case of –

- i. death or permanent total disablement, only after deleting by an endorsement the name of the Insured Person in respect of whom such sum shall become payable without any refund of premium;
  - ii. permanent partial disablement only after reduction of Capital Sum Insured by an endorsement, by the amount admissible under the claim in respect of the Insured Person to whom such sum shall become payable; and
  - iii. temporary total disablement upon termination of such disablement.
- g. The Company shall settle the claim within 30 days from the date of receipt of last necessary document. However, where the circumstances of a claim warrant an investigation in Company's opinion it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, Company shall settle the claim within 45 days from the date of receipt of last necessary document.

## SECTION-7 TERMS AND CONDITION

### 1. DUTY OF DISCLOSURE

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

In the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a Claim being fraudulent or any fraudulent means or device being used by the Policyholder/ Insured Person or any one acting on his/ their behalf to obtain a benefit under this Policy, the Company may cancel this Policy at its sole discretion and the premium paid shall be forfeited in its favor.

### 2. OBSERVANCE OF TERMS AND CONDITIONS

The due observance and fulfillment of the Policy Terms & Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Policyholder / Insured Person, shall be a condition precedent to any of the Company's liability to make any payment under this Policy.

### 3. REASONABLE CARE

The Policyholder/ Insured Person shall take all reasonable steps to avoid any Injury that may give rise to a Claim.

### 4. MATERIAL CHANGE

The Policyholder shall immediately notify the Company in writing of any material change in the risk on account of change in occupation / business at his own expense and the Company may adjust the scope of cover and/or premium, if necessary, accordingly.

### 5. RECORDS TO BE MAINTAINED

The Policyholder/ Insured Person shall keep an accurate record containing all relevant accident / injury records and shall allow the Company or its representative(s) to inspect such records. The Policyholder/ Insured Person shall furnish such information as the Company may require under this Policy at any time during the Policy Period and up to three years after the policy expiration, or until final adjustment (if any) and resolution of all Claims under this Policy.

### 6. NO CONSTRUCTIVE NOTICE

Any knowledge or information of any circumstance or condition in relation to the Policyholder/ Insured Person which is in possession of the Company and not specifically informed by the Policyholder / Insured Person shall not be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

### 7. COMPLETE DISCHARGE

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy and the Payment made by the Company to the Policyholder/ adult Insured Person or nominee / legal heir shall be full and final discharge of company's all liabilities under the Policy.

### 8. SUBROGATION

Subrogation shall mean the right of the Company to assume the rights of the Insured Person/Policyholder to recover expenses paid out under the Policy that may be recovered from any other source.



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The Policyholder/ Insured Person shall at his own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the Company is/ or would become entitled upon the Company paying for a Claim under this Policy, whether such acts or things shall be or become necessary or required before or after its payment. Neither the Policyholder nor any Insured Person shall prejudice these subrogation rights in any manner and shall at his own expense provide the Company with whatever assistance or cooperation is required to enforce such rights. Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and any costs and expenses incurred by the Company of effecting a recovery, where after the Company shall pay any balance remaining to the Policyholder. This clause shall not apply to any Benefit offered on fixed benefit basis.

## 9. CONTRIBUTION

It is essentially the right of an Insurer to call upon other Insurer liable to the same Insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured

If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would have covered but for the existence of this Policy), the same Claim (in whole or in part), then the Company shall not be liable to pay or contribute more than its ratable proportion of any Claim. This clause shall not apply to any Benefit offered on fixed benefit basis.

## 10. FRAUDULENT CLAIMS

If a Claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a Claim, or if any fraudulent means or devices are used by the Policyholder / Insured Person or anyone acting on his/ their behalf to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons and all sums paid under this Policy shall be repaid to the Company by the Policyholder / all Insured Persons who shall be jointly liable for such repayment.

## 11. POLICY DISPUTES

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

## 12. FREE LOOK PERIOD

The Policyholder would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review the entire Policy. Where the Policyholder disagrees to any of those terms or conditions, the Policyholder has the option to return the Policy stating the reasons for his objection and the Policyholder shall be entitled to a refund of the premium paid, provided no Claim has been incurred under this Policy, subject only to. In cases where the risk has already commenced when the option of returning this Policy is exercised, within the free look period, by the Policyholder, the refund of the premium paid will also be subject to a deduction for proportionate risk premium for the period on cover.

This clause shall not be applicable on renewal of this Policy.

## 13. RENEWAL NOTICE

- a. This Policy will automatically terminate at the end of the Policy Period. All renewal applications should reach the Company before the end of the Policy Period.
- b. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein prior mentioned and that nothing is known to the Policyholder/ Insured Person(s) that may result in enhancing the Company's risk.
- c. The Insured shall on tendering any premium for the renewal of this policy give notice in writing to the Company of any physical defect or infirmity with which any of the Insured Persons have become affected since the payment of last preceding premium.
- d. This Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to the Company on or before the date of expiry of this Policy and in any case not later than the expiry of the Grace Period
  - i. Grace period means a period of 30 days immediately following the premium due date during which a payment can be made to renew or continue this Policy in force without loss of Cumulative Bonus Coverage is not available for the period for which no Premium is received by the Company.



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- ii. The company shall not be liable for any claims incurred during such period for which premium is not received by due date or in advance.
- iii. Ordinarily renewals will not be refused by the Company except on ground of fraud, moral hazard or misrepresentation
- e. Renewal premium may vary would be as per the age / Sum Insured / Plan etc selected on the date of renewal.
- f. This Policy shall not be renewed in case of a claim being admissible under clause "a","b","c","d" or "e" of Operative Clause

#### 14. CANCELLATION / TERMINATION

- a. The Company may at any time, cancel this Policy on grounds as specified in Clause 1 of Terms and Conditions, by giving 15 days' notice in writing by Registered Post Acknowledgment Due / recorded delivery to the Policyholder at his last known address.
- b. The Policyholder may also give 15 days' notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of the notice, cancel the Policy and refund the premium for the unexpired period of this Policy at the short period scales as mentioned below, provided no Claim has been made or shall be made under the Policy by the Policyholder/ Insured Person.

##### Refund % to be applied on Policy Premium

POLICY TENURE	1 YEAR
Cancellation date up to (x months) From Policy Period Start Date	Refund
Upto 1 month	75.0%
Upto 3 month	50.0%
Upto 6 month	25.0%
> 6 months	0%

In case of demise of the Policyholder or payment of Death / Permanent Total Disablement claim in respect of an insured person, this Policy shall continue till the end of Policy Period or next premium due whichever is earlier provided there are other insured persons under the policy. The name of the Insured Person, in whose respect the Death or Permanent Total Disablement Claim is paid, shall be deleted and in case the other Insured Person want to continue with the same Policy, the Company would renew the Policy, subject to there being atleast one adult member as an Insured Person who would then become the Policyholder. This will be subject to the Company receiving a written application in this regard before Policy Period End Date.

#### 15. LIMITATION PERIOD

In no case whatsoever the Company shall be liable for any Claim under this Policy, if the requirement of Clause 4 above are not complied with, unless the Claim is the subject of pending action; 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 court of law then the Claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 16. COMMUNICATION

Any communication meant for the Company must be in writing and be delivered to its address shown in the Policy Schedule

Any communication meant for the Policyholder will be sent by the Company to his last known address or the address as shown in the Policy Schedule.

All notifications and declarations for the Company must be in writing and sent to the address specified in the Policy Schedule. Agents are not authorized to receive notices and declarations on the Company's behalf



Notice and instructions will be deemed served 10 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

#### 17. ALTERATIONS IN THE POLICY

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

#### 18. OVERRIDING EFFECT OF POLICY SCHEDULE

In case of any inconsistency in the terms and conditions in this Policy vis-a-vis the information contained in the Policy Schedule, the information contained in the Policy Schedule shall prevail.

#### 19. ELECTRONIC TRANSACTIONS

The Policyholder/ Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including 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, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time

#### 20. WITHDRAWAL/ REVISION/MODIFICATION OF THE PRODUCT

The Company reserves the right to withdraw, revise or modify this product /policy in the future. The revision/modification may be in respect of Benefits, coverage, premiums, policy terms and conditions &/or exclusions.

In the event of any such withdrawal of product / policy, the company will notify in advance to the policyholder

In the event of any revision / modification of the product / terms of policy / premium, the company will notify the policy holder of such changes 3 months in advance

#### 21. PAYMENT OF INTEREST

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

#### 22. GRIEVANCES

If the Policyholder has a grievance that the Policyholder wishes the Company to redress, the Policyholder may contact the company with the details of his grievance through

Website : <https://indusindinsurance.com>

e-mail : [services@indusindinsurance.com](mailto:services@indusindinsurance.com)

Telephone : 022 4890 3009 (paid)

Post/Courier : Any branch office, the correspondence address, during normal business hours

Write to us at : IndusInd General Insurance, (Correspondence Only) Correspondence Unit, 301 302, Corporate House RNT Marg, Opp. Jhabua Tower, Indore, Madhya Pradesh, India – 452001

For further details on Grievance redressal procedure please refer: <https://indusindinsurance.com/Insurance/About-Us/Grievance-Redressal.aspx>

If the Policyholder is not satisfied with the Company's redressal of the Policyholder's grievance through one of the above methods, the Policyholder may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

OMBUDSMAN OFFICE			
Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 -27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, P ID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneshwar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneshwar@cioins.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@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of 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@cioins.co.in	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
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@cioins.co.in	Delhi



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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@cioins.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@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT 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@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT 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@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
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@cioins.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,



			Ambedkar Nagar, Sultanpur, Mahara- jgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
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.mum- bai@cioins.co.in	Goa, Mumbai Metropol- itan Region excluding Navi Mumbai & Thane
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cio- ins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffar- nagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghazia- bad, Hardoi, Shahjah- anpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, 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 @cioins.co.in	Bihar, 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 @cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region

The updated details of Insurance Ombudsman are available on IRDAI website: [www.irdai.gov.in](http://www.irdai.gov.in), on the website of General Insurance Council: [www.gicouncil.in](http://www.gicouncil.in), our website [www.indusindinsurance.com](http://www.indusindinsurance.com)



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## SECTION-8 EXTENSION: MEDICAL EXPENSE

The company undertakes, subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon that if during the Policy Period, the Insured/Insured Person shall contract any injury, which results in a claim which is admissible under the Policy, the Company shall indemnify the Insured/Insured Person, for the amount of such medical expenses, which should be reasonable & customary, and which have been incurred during Hospitalization, during Policy period, for In-patient Care on the written medical advice of a Medical Practitioner for the Medically necessary treatment of the Insured subject to the following:

The Company's maximum liability for such expenses shall not exceed 40% of the compensation paid in settlement of a valid claim under Scope of Cover or 20% of the relevant sum insured whichever is less.

For the purpose of this extension the following words shall mean:

**'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 & Regulation) Act, 2010 or under enactments specified under the Schedule of Section 56 (1) of the said act or complies with all minimum criteria as under:

- i) has qualified nursing staff under its employment round the clock;
- ii) has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and atleast 15 inpatient 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 make these accessible to the Insurance Company's authorized personnel.

**'Hospitalization'** means admission in a hospital for a minimum period of 24 consecutive hours for Inpatient care except for day care treatment, where such admission could be for a period of less than 24 consecutive hours

**'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.

**'Medical Advise'** means any consultation or advice from a medical practitioner including the issue of any prescription or repeat prescription

**'Medical Expenses'** means those expenses that an insured person has necessarily and actually incurred, during the policy period for medical treatment on account of injury on the Medical 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 Medical Practitioners in the same locality would have charged for the same medical treatment

**'Medical Practitioner'** is a person who holds a valid registration from the Medical Council of any state or Medical Council of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license and should not be the policy holder/ insured or close family member of the policyholder/ insured.

**'Medically necessary treatment'** is any treatment, tests, medication, or stay in hospital or part of stay in a hospital which

- i) Is required for the medical management of the injury suffered by the insured;
- ii) Must not exceed the level of care necessary to provide safe,adequate and appropriate medical care in scope, duration, or intensity;
- iii) Must have been prescribed by a medical practitioner;
- iv) Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**'Reasonable & 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 injury involved

