

# Loan Secure Insurance Policy Policy Wordings

#### A. Schedule:

#### **B.** Preamble:

Universal Sompo General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the Compensation having become payable as set out in Part I of the Policy to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

#### C. Definitions:

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

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

## C.1. Standard Definitions:

- 1. **Accident** means a sudden unforeseen and involuntary event caused by external, visible and violent means.
- 2. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - a) Acute Condition is a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/Illness/Injury which leads to full recovery.
  - b) **Chronic condition** is defined as a disease, Illness, or Injury that has one or more of the following characteristics
    - it needs on-going or long-term monitoring through consultations, examinations, checkups, and/or tests
    - it needs on-going or long-term control or relief of symptoms
    - it requires rehabilitation for the patient to be specially trained to cope with it
    - it continues indefinitely
    - it recurs or is likely to recur.
- 3. **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.
  - 4. **Medical Advice** Any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up prescription.



- 5. Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license and is not a member of the Insured Person's Family.
- 6. **Portability** means the right accorded to an individual health insurance Policy holder (including Family cover) of the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another or from one plan to another plan of the same insurer.
- 7. Pre-Existing Disease means any condition, ailment or Injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which Medical Advice / treatment was received within 48 months to prior to the first Policy issued by the Company and renewed continuously thereafter.
- 8. Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the Renewal continuous for the purpose of gaining the credit for pre-existing diseases, time bound exclusions and for all waiting periods.
- 9. Surgery or Surgical Procedure means manual and / or operative procedure(s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner

## **C.2. Specific Definitions:**

- 1. **Bank** means a banking Company which transacts the business of banking in India and is regulated by the policies of Reserve Bank of India and other banking laws.
- 2. Beneficiary: In case of Death of the Insured Person, the Beneficiary means, unless stipulated otherwise by the Insured Person, the surviving Spouse or immediate blood relative of the Insured Person, mentally capable and not divorced, followed by the children recognized or adopted followed by the Insured Person's legal heirs. For all other benefits, the Beneficiary means the Insured Person himself unless stipulated otherwise.
- 3. Civil War means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d'état, and the consequences of Martial law.
- 4. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.
- 5. **Confirmation** means Confirmation of Availability of Insurance issued by the Company to the insured confirming that the Insured is entitled to insurance coverage under this Policy.
- 6. Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
- 7. **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.

- 8. **Financial Institution** shall have the same meaning assigned to the term under section 45 l of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 l of the Reserve Bank of India Act, 1934
- 9. **Insured** means the Individual(s) whose name(s) are specifically appearing as such in Section 1 of the Schedule to this Policy and are referred to as "You"/"Your"/"Yours"/"Yourself". For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured may present a claim on behalf of the Insured to the Company.
- 10. **Insured Event** means any event specifically mentioned as covered under this Policy.
- 11. **Loan** means the sum of money lent at interest or otherwise to the Insured by any Bank/Financial Institution as identified by the Loan Account Number referred to in Section 1 of this Policy
- 12. **Nominee** means the person(s) nominated by the Insured to receive the insurance benefits under this Policy payable on the death of the Insured. For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian shall appoint the Nominee.
- 13. Permanent Total Disablement means disablement, as the result of a Bodily Injury, which:
  - a) continues for a period of twelve (12) consecutive months, and
  - b) is confirmed as total, continuous and permanent by a Medical Practitioner after the twelve (12) consecutive months, and
  - c) entirely prevents an Insured Person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 14. **Physical Separation** means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.
- 15. **Policy** means the Policy booklet, the Schedule, any Extension and applicable endorsements under the Policy. The Policy contains details of the extent of cover available to the Insured, the exclusions under the cover and the terms and conditions of the issue of the Policy
- 16. Policyholder means the entity or person named as such in the Schedule
- 17. **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.
- 18. **Principal Outstanding** means the principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the Ioan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the



Bank 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.

- 19. **Professional Sports** means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.
- 20. **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.
- 21. **Schedule** means this Schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.
- 22. Scheduled Airline means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier and is flown by authorized licensed pilot.
- 23. **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside.
- 24. **Subrogation** means the company's rights to assume insured's rights to recover expenses paid out under the policy that may be recovered from any other source.
- 25. **Sum Insured** means and denotes the amount of cover available to the Insured subject to the terms and conditions of this Policy and as stated in the Table of Benefits given in the Schedule of this Policy which is the maximum liability of the Company under this Policy.
- 26. Terrorism means activities against persons, organizations or property of any nature:
  - A. that involve the following or preparation for the following:
    - a) use or threat of force or violence; or
    - b) commission or threat of a dangerous act; or
    - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
  - B. when one or both of the following applies:
    - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
    - b) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- 27. You/Yours/Yourself means the person(s) that We insure and is/are specifically named as Insured in the Schedule.
- 28. We/Our/Ours/Us means Universal Sompo General Insurance Company Limited.
- 29. **War** means War, whether declared or not or any warlike activities, including use of the military force by any sovereign nations to achieve economic, geographic, nationalistic, political racial religious or other ends.



#### **D- BENEFITS UNDER THE POLICY**

## 1. SECTION I: MAJOR MEDICAL ILLNESSES & SURGICAL PROCEDURES

**Insured Event**: For the purposes of this Section and the determination of the Company's liability under it, the Insured Event in relation to the Insured person, shall mean any Illness, medical event or Surgical Procedure as specifically defined below whose signs or symptoms first commence more than 90 days after the commencement of Period of Insurance and shall only include:

#### Silver Plan

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
  - a) Cancer of Specified Severity
  - b) Kidney Failure requiring regular dialysis
  - c) Multiple Sclerosis with Persisting Symptoms
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
  - a) Major Organ/Bone Marrow Transplant
  - b) Open Heart Replacement Or Repair Of Heart Valves
  - c) Coronary Artery Bypass Graft
- d) Occurrence for the first time of the following medical events more specifically described below:
  - a) Permanent Paralysis of Limbs
  - b) Myocardial Infarction (First Heart Attack of Specified Severity)
  - c) Stroke resulting in Permanent Symptoms

## **Gold Plan**

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
  - 1. Cancer of Specified Severity
  - 2. Kidney failure requiring regular dialysis
  - 3. Multiple Sclerosis with Persisting Symptoms
  - 4. Benian Brain Tumor
  - 5. Parkinson's Disease
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
  - 1. Major Organ / Bone Marrow Transplant
  - 2. Open Heart Replacement Or Repair Of Heart Valves
  - 3. Coronary Artery Bypass Graft
- c) Occurrence for the first time of the following medical events more specifically described below:
  - 1. Stroke resulting in Permanent Symptoms
  - 2. Permanent Paralysis of Limbs
  - 3. Myocardial Infarction (First Heart Attack of Specified Severity)
  - 4. Coma of Specified Severity

## **Platinum Plan**

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
  - 1. Cancer of Specified Severity
  - 2. Kidney Failure requiring regular dialysis



- 3. Multiple Sclerosis with Persisting Symptoms
- 4. Benign Brain Tumor
- 5. Parkinson's Disease
- 6. End Stage Liver Failure
- 7. Alzheimer's Disease
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
  - 8. Major Organ/Bone Marrow Transplant
  - 9. Open Heart Replacement Or Repair Of Heart Valves
  - 10. Coronary Artery Bypass Graft
  - 11. Surgery of Aorta
- c) Occurrence for the first time of the following medical events more specifically described below:
  - 12. Stroke resulting in Permanent Symptoms
  - 13. Permanent Paralysis of Limbs
  - 14. Myocardial Infarction (First Heart Attack of Specified Severity)
  - 15. Coma of Specified Severity

#### **Diamond Plan**

- a) First Diagnosis of the below-mentioned Illnesses more specifically described below:
  - 1. Cancer of Specified Severity
  - 2. Kidney Failure requiring regular dialysis
  - 3. Multiple Sclerosis with Persisting Symptoms or
  - 4. Benign Brain Tumor
  - 5. Parkinson's Disease
  - 6. End Stage Liver Failure
  - 7. Alzheimer's Disease
- b) Undergoing for the first time of the following Surgical Procedures, more specifically described below:
  - 8. Major Organ / Bone Marrow Transplant
  - 9. Open Heart Replacement Or Repair Of Heart Valves
  - 10. Coronary Artery Bypass Graft
  - 11. Surgery of Aorta
- c) Occurrence for the first time of the following medical events more specifically described below:
  - 12. Stroke resulting in Persisting Symptoms
  - 13. Permanent Paralysis of Limbs
  - 14. Myocardial Infarction (First Heart Attack of Specified Severity)
  - 15. Coma of Specified Severity
  - 16. Third Degree Burns
  - 17. Deafness
  - 18. Loss of Speech

## 1.1 Specified Critical Illnesses and Surgical Procedures

The Insured Event under this Section I and the conditions applicable to the same are more particularly defined below:

1. Cancer of specified severity



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

#### 2. Myocardial Infraction (First Heart Attack of Specified Severity)

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- i) History of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- ii) New characteristic electrocardiogram changes
- iii) Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

## 3. Open Chest CABG

The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of Surgery has to be confirmed by a cardiologist.

## 4. Open Heart Replacements Or Repair Of Heart Valves

The actual undergoing of open-heart valve Surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the



realization of Surgery has to be confirmed by a specialist Medical Practitioner. Catheter based techniques including but not limited to, balloon valvotomy/ valvuloplasty are excluded.

#### 5. Coma of Specified Severity

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

- i. No response to external stimuli continuously for at least 96 hours;
- ii. Life support measures are necessary to sustain life; and
- iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist Medical Practitioner.

## 6. Kidney Failure requiring regular dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

## 7. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extra cranial source. Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

#### 8. Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

- I. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- II. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner.

## 9. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of Injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

## 10. Multiple Sclerosis with persisting symptoms

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
- i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Neurological damage due to SLE is excluded.

# 11. 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 Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or Undergone surgical resection or radiation therapy to treat the brain tumor.

The following 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.

#### 12. Parkinson's Disease

The occurrence of Parkinson's disease where there is an associated neurological deficit that results in permanent inability to perform independently at least three of the activities of daily living as defined below.

- i) Transfer: Getting in and out of bed without requiring external physical assistance
- ii) Mobility: The ability to move from one room to another without requiring any external physical assistance
- iii) Dressing: Putting on and taking of all necessary items of clothing without requiring any external physical assistance
- iv) Bathing/Washing: The ability to wash in the bath or shower (including getting in and out of the bath or shower) or wash by other means
- v) Eating: All tasks of getting food into the body once it has been prepared

#### 12. End Stage Liver Disease

- i) Permanent and irreversible failure of liver function that has resulted in all three of the following: Permanent jaundice, and
- ii) Ascites, and
- iii) Hepatic Encephalopathy,

## 13. Alzheimer's Disease

Clinically established diagnosis of Alzheimer's Disease (presenile dementia) resulting in a permanent inability to perform independently three or more activities of daily living- bathing, dressing/undressing, getting to and using the toilet, transferring from bed to chair or chair to bed, continence, eating/drinking and taking medication- or resulting in need of supervision and permanent presence of care staff due to the disease. These conditions have to be medically documented for at least 3 months

#### 14. Surgery of Aorta

The actual undergoing of medically necessary Surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Traumatic Injury of the aorta is excluded

# 15. 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.

#### 16. Deafness



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

## 17. Loss of Speech

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

#### Benefit Payable under Section I

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in this Policy, to pay the Sum Insured in relation to the Insured person as stated against Section I under Schedule on the occurrence of an Insured Event as stated above, under this Section.

# 1.2 Exclusions Applicable To Section I

The Company shall not be liable to make any payment directly or indirectly arising out of the following events:

# 1.3 Specific Conditions Applicable To Section I:

The coverages under this Policy, for the specific Insured Person, shall terminate in the event of claim in respect of such Insured becoming admissible and accepted by the Company under this Section In consequence thereof no benefit shall be payable under any other Section of this Policy except under Section iv: fire and allied perils- dwelling & household contents, coverage under which shall be continued till the expiry of the policy.

#### 2. SECTION II: PERSONAL ACCIDENT:

**Insured Event:** For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to any Insured Person, shall mean Injury sustained during the Policy Period which shall within twelve months of its occurrence be the sole and direct cause of

- a) Death or
- b) Permanent Total Disablement (more specifically defined herein below).

For the purposes of this Section, Permanent Total Disablement shall mean total and irrecoverable:

- i) Loss of sight of both eyes; or
- ii) Actual loss by Physical Separation of both hands or both feet or one entire hand and one entire foot; or
- iii) Loss of use of both hands or both feet or of one hand and one foot without Physical Separation;

Provided that, such disablement shall as a direct consequence thereof permanently disable the Insured person from resuming his normal occupation or engaging in similar gainful employment.

#### 2.1 Benefit Payable Under Section II:

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the Sum Insured



as stated against Section II under Schedule, on occurrence of the Insured Event as stated above under this Section.

#### 2.2.1 Special Conditions Applicable To Section II:

The coverages under this Policy, for the specific Insured Person, shall terminate in the event of claim in respect of that Insured Person becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other section of this Policy except under Section iv: fire and allied perils- dwelling & household contents, coverage under which shall be continued till the expiry of the policy.

#### 3. SECTION III: LOSS OF JOB

**Insured Event:** For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to any Insured Person, shall mean termination from employment of the Insured Person or his dismissal, temporary suspension or retrenchment from employment imposed on him by the employer during the Policy Period as per the employer's rules/regulations or executed/implemented by the employer in compliance of any laws for the time being in force or any directives by any Public Authority.

#### 3.1 Benefit Payable Under Section III:

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay, on occurrence of the Insured Event as stated above under this Section, in relation to the Insured Person maximum of 3 EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule of this Policy) after the commencement of the Insured Event till the reinstatement of employment with the same employer or new employer or expiry of Policy Period, whichever is earlier, subject to a maximum of Sum Insured as stated under Schedule against Section III for the Insured Person mentioned in the Policy. In case of term loan, the amount payable is 3 months pro-rata proportion of total loan amount.

#### 3.2 Specific Conditions Applicable to Section III

- i) A claim under this section shall become admissible provided the period of termination, dismissal, temporary suspension or retrenchment from employment of the Insured Person shall not be less 30 consecutive days ("Retrenchment Period").
- ii) The benefit under Section III is available only for salaried employees.
- iii) The cover as described under this Section, for specific Insured Person, shall terminate in the event of claim in respect of that Insured becoming admissible and accepted by the Company under this Section and the Company admitting liability against Section III for the Insured Person under Schedule.

## GENERAL CONDITIONS APPLICABLE TO THE SECTION I, II and III

## Age Limit:

To be eligible to be covered under the Policy or get any benefits under the Policy, the Insured should have attained the age of at least 20 years and maximum entry age under policy is 65 years on the date of commencement of the Policy Period as applicable to such Insured.

## **SECTION IV: FIRE AND ALLIED PERILS - DWELLING & HOUSEHOLD CONTENTS**



#### Clause A. This Policy and the Insurance Contract

- 1. Your Policy: This Policy is a contract between You and Us as stated in the following:
  - a. This Policy document,
  - b. The Policy Schedule attached to this Policy document,
  - c. Any Endorsement attached to and forming part of this Policy document,
  - d. Any Add-on to this Policy that You may have purchased from Us,
  - e. The proposals and all declarations made by You or on Your behalf.
- 2. To whom this Policy is issued and what it covers:
  - a. This Policy is issued to You and covers You and/or Your Home Building and/or Home Contents as mentioned in the Policy Schedule.
  - b. If more than one person is insured under this Policy, each of You is a joint policyholder. Any notice or letter We give to any of You will be considered as given to all of You. Any request, statement, representation, claim or action of any one of You will bind all of You as if made by all of You.
  - c. If You have mortgaged, pledged or hypothecated Your Home Building and/or Home Contents with a Bank, the Policy Schedule will show an 'Agreed Bank Clause' and the name of such Bank. The terms and conditions of this arrangement will be added to this Policy as an additional clause.
- **3. The Policy Schedule:** The Policy Schedule is an important document about Your insurance cover. It contains:
  - a. Your personal details,
  - b. the Policy Period,
  - c. the description of Your Insured Property,
  - d. the total Sum Insured, the Sum Insured for each cover or item covered, and any limits and sub-limits,
  - e. the insurance covers You have purchased,
  - f. the premium You have paid for these insurance covers,
  - g. add-on covers opted by You,
  - h. other important and relevant aspects and information.
- **4. Special meaning of certain words:** Words stated in the table below have a special meaning throughout this Policy, the Policy Schedule and Endorsements.

These words with special meaning are stated in the Policy with the first letter in capitals.

Word /s	Specific meaning	
Bank	A bank or any financial institution	



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Carpet Area	1. for the main building unit of Your Home, it is the net usable floor area, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the residential unit;  2. for any enclosed structure on the same site, it is the net usable floor area of such structure; and  3. for any balcony, verandah area, terrace area, parking area, or any enclosed structure that is part of Your Home, it is 25% of its net usable floor area.	
Commencement Date	It is the date and time from which the insurance cover under this Policy begins.It is shown in the Policy Schedule.	
Cost of Construction	The amount required to construct Your Home Building at the Commencement Date.  This amount is calculated as follows:  a. For residential structure of Your Home including Fittings and Fixtures:  Carpet Area of the structure in square metres X Rate of Cost of Construction at the Commencement Date. The Rate of Cost of Construction is the prevailing rate of cost of construction of Your Home Building at the Commencement Date as declared by  You  and  accepted by Us and shown in the Policy schedule.  b. For additional structures: the amount that is based on the prevailing rate of Cost of Construction at the Commencement Date as declared by You and accepted by Us.	
Endorsement	A written amendment to the Policy that We make (additions, deletions, modifications, exclusions or conditions of an insurance Policy) which may change the terms or scope of the original policy.  Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.	
Home Contents		



Word /s	General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls ), clothing and apparel and items of similar nature.	
General Contents		
Valuable Contents	Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.	
Insured	The Person/s who has/have purchased Insurance Cover under this Policy.	
Insured Property	Your Home Building and Home Contents, or any item of property covered by this Policy.	
Kutcha Construction	Building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt/canvas/tarpaulin and the like.	
Policy Period	Policy period means the period commencing from the effective date and time as shown in the Policy Schedule and terminating at Midnight on the expiry date as shown in the Policy Schedule or on the termination of or the cancellation of insurance as provided for in Clause G (III) of this Policy, whichever is earlier.	
Policy Schedule	The document accompanying and forming part of the Policy that gives Your details and of Your insurance cover, as described in <b>Clause A</b> (3) of this Policy.	
Premium	The premium is the amount You pay Us for this insurance. The Policy Schedule shows the amount of premium for the Policy Period and all other taxes and levies.	
Pucca Construction	Construction other than Kutcha Construction.	
Spouse	Your wife or husband.	
Sum Insured	The amount shown as Sum Insured in the Policy Schedule and as described in Clause C (4) and Clause D (2) of this Policy. It represents Our maximum liability for each cover or part of cover and for each loss.  A situation where the Insured Property or item is completely destroyed, lost or damaged beyond	
Total Loss		



Word /s	Specific meaning	
	retrieval or repair or the cost of repairing it is more than the Sum Insured for that item or in total.	
We, Us, Our, Insurer	Universal Sompo General Insurance Company that has provided Insurance Cover under this Policy; of the Company.	
You, Your, Insured	The Insured Person/s who has/have purchased Insurance Cover under this Policy; of such Insured Person/s.	
Your Home Building	Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place described in detail as per Clause C (2) of this Policy.	

# Clause B. Insured Events

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

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

	Column A	Column B	
	We cover physical loss or damage, or destruction caused to the Insured Property by	We do not cover any loss or damage, or destruction caused to the Insured Property	
1.	Fire	caused by burning of Insured Property by order of any Public Authority.	
2.	Explosion or Implosion	-	
3.	Lightning	-	
4.	Earthquake, volcanic eruption, or other convulsions of nature	-	
5.	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-	



6.	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	caused by a. normal cracking, settlement or bedding down of new structures, b. the settlement or movement of made up ground, C. coastal or river erosion, d. defective design or workmanship or use of defective materials, or e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.	
7.	Bush fire, Forest fire, Jungle fire	-	
8.	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.	
9.	Missile testing operations	-	
10.	Riot, Strikes, Malicious Damages	caused by a temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority, or b temporary or permanent dispossession of Your Home by unlawful occupation by any person.	
11	Acts of terrorism (Coverage as per Terrorism Clause attached)	Exclusions and Excess as per Terrorism Clause attached.	
12.	Bursting or overflowing of water tanks, apparatus and pipes.	-	



13.	Leakage from automatic sprinkler installations.	a repairs or alterations in Your Home or the building in which Your Home is located, b. repairs, removal or extension of any sprinkler installation, or c. defects in the construction known to You.	
14.	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	if it is a. of any article or thing outside Your Home, or b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.	

Clause C: Home Building Cover

# 1. What We cover

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

# 2. Your Home Building

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



- c. Your Home Building does not include Contents of Your Home.
- 3. Use for residence
- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- **b.** We will not pay if
- i. Your Home Building is used as a holiday home, or for lodging and boarding, or
- ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self- employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.
- 4. Sum Insured
- a. The Sum Insured for the Home Building Cover is the prevailing Cost of Construction of Your Home Building at the Commencement Date as declared by You and accepted by Us and will be the maximum amount payable in the event the Home Building is a Total Loss.
- **b.** If the Policy Period is more than one year, We will automatically increase Your Sum Insured during the Policy Period by 10% per annum on each anniversary of Your Policy without additional premium for a maximum of 100% of the Sum Insured at the Policy Commencement Date.
- c. The Sum Insured will be automatically increased each day by an amount representing 1/365th of 10% of Sum Insured at the Policy Commencement Date for annual policies.
- d. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Policy, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.
- 5. What We pay
- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- **b.** We will calculate the amount of claim on the basis of the actual Carpet Area subject to the Carpet Area not exceeding that declared by You in the Proposal Form and stated in the Policy Schedule.
- c. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover. If the Policy Schedule shows any limit for any item, such limit is the maximum We will pay for that item.
- **d.** If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- e. If only an additional structure is destroyed, We will pay You an amount equal to the



Cost of Construction of the additional structure.

- **f.** In addition to what **Clause C (5) (c)** of this Policy provides for, We will pay You the following expenses:
- i. up to 5% of the claim amount for reasonable fees of architect, surveyor, consulting engineer;
- ii. up to 2% of the claim amount for reasonable costs of removing debris from the site.
- 6. Loss of Rent and Rent for Alternative Accommodation: In addition to what Clause C (5) (c) of this Policy provides for, We will pay the amount of rent You lose or alternative rent You pay while Your Home Building is not fit for living because of physical loss arising out of an Insured Event as follows:
- a. If You are living in Your Home as a tenant, and You are required to pay higher rent for the alternative accommodation, We will pay the difference between the rent for alternative accommodation and the rent of Your Home Building.
- **b.** We will pay the loss under this cover for an accommodation that is not superior to Your Home Building in any way and in the same city as Your Home Building.
- c. The amount of lost rent shall be calculated as follows: Sum Insured for Cover for Loss of Rent (as declared by You in the Proposal Form and specified by Us in the Policy Schedule) X Period necessary for repairs ÷ Loss of Rent Period opted for. This cover will be available for the reasonable time required to repair Your Home Building to make it fit for living. The maximum period of this cover is three years from the date Your Home Building becomes unfit for living. You must submit a certificate from an architect or the local authority to show that Your Home Building is not fit for living.
- **d.** Claim for loss of rent will be accepted only if We have accepted Your claim for loss for physical damage to Your Home under the Home Building Cover.

## Clause D: Home Contents Cover

#### 1. What We cover:

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

- 2. Sum Insured:
- a. The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.
  - b. The policy has a built-in cover for the General Contents of Your home equal to 20% of the Sum Insured for Home Building Cover subject to a maximum of ₹ 10 Lakh (Rupees Ten Lakh) provided You have opted for both Home Building and Home Contents cover. If You choose to have a higher Sum Insured for Home Contents, You have to declare the Sum Insured in the Proposal Form and pay additional premium.
  - c If You have purchased only Home Contents Cover, You have to declare the Sum



- Insured for the General Contents in the Proposal Form.
- **d.** The Sum Insured You have chosen for General Contents must be enough to cover the cost of replacement of the General Contents.
- e. If You want to cover the Valuable Contents in Your Home, You must opt for the Optional Cover for Valuable Contents as given in **Clause E (1) (a)** of this Policy.
- f. Restoration of Sum Insured: Except as stated in Clause G (III) (3) (b) of this Clause below, the insurance cover will at all times be maintained during the Policy Period to the full extent of the respective Sum Insured. This means that after We have paid for any loss, the policy shall be restored to the full original amount of Sum Insured. You must pay to Us proportionate premium for the unexpired Policy Period from the date of loss. We can also deduct this premium from the net claim that We must pay You.
- 3. What We pay
- If the General Contents of Your Home are physically damaged by any Insured Event,
   We will at Our option,
- i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
- ii. pay You the cost of replacing that item with a same or similar item, or
- iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- **b.** The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item.

#### Clause E: Additional Covers

# 1. Optional Covers:

- a. Cover for Valuable Contents on Agreed Value Basis (under Home Contents cover): For Valuable Contents, a value may be agreed upon by You and Us based on a valuation certificate submitted by You and accepted by Us. However, We shall waive the requirement of valuation certificate if the Sum Insured opted for is up to ₹ 5 Lakh (Rupees Five Lakh) and Individual item value does not exceed ₹ 1 Lakh (Rupees One Lakh).
  - i. If the Valuable Contents of Your Home are physically damaged by any Insured Event, We will pay the cost of repairing the item/s.
  - ii. If the Valuable Contents of Your Home are a Total Loss We will pay the Sum Insured shown in the Policy Schedule for the Valuable item/s. If the Policy Schedule shows any limit for any item, or category or groups of items, such limit is the maximum We will pay for that item. Loss to only one item of a pair or set does not constitute loss or damage to the entire pair or set.



## Clause F. Waiver of Underinsurance

Underinsurance does not apply to the Policy. Thus, if Your Sum Insured calculated on the basis of the information that You provided, is less than the actual value at risk, the difference will not affect the amount We pay.

#### **Conditions**

#### Change of use of Your Home Building or Home Contents:

The Cover will end

- i. if You change the use of Your Home Building from personal residence to any other purpose, or
- ii. if You use any item of Home Contents for use that is not personal.

#### Effect of death

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

#### **E-EXCLUSIONS:**

## E.1.Specific Exclusions (What We do not cover) for all covers under this policy

## **Exclusions Applicable To Section I:**

- All tumours which are histologically described as carcinoma in situ, benign, borderline
  malignant, low malignant potential, neoplasm of unknown behavior or non-invasive,
  including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2
  & CIN-3.
- 2. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- 3. Malignant melanoma that has not caused invasion beyond the epidermis All tumours of the prostate unless histological classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2NOMO
- 4. All Thyroid cancers histologically classified as T1NOMO (TNM Classification) or below;
- 5. Chronic lymphocytic leukaemia less than RAI stage 3
- **6.** Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs.
- 8. All tumours in the presence of HIV infection
- 9. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- 10. Other acute Coronary Syndromes
- 11. Any type of angina pectoris
- 12. Angioplasty and/or any other intra-arterial procedures



- 13. Coma resulting directly from alcohol or drug abuse is excluded.
- 14. Transient ischemic attacks (TIA)
- 15. Traumatic Injury of the brain
- 16. Vascular disease affecting only the eye or optic nerve or vestibular functions
- 17. Other stem-cell transplants
- 18. Where only islets of langerhans are transplanted
- 19. Any Pre-Existing Illness- Any Insured Event arising on account of or in connection with any Pre-Existing Illness
- 20. Other causes of neurological damage such as SLE and HIV
- 21. Parkinson's disease secondary to drug and/or alcohol abuse is excluded.
- 22. Liver disease secondary to alcohol or drug abuse is excluded.
- 23. If the Insured does not submit a medical certificate from the Medical Practitioner evidencing diagnosis of Illness or Injury or occurrence of the medical event or the undergoing of the medical / Surgical Procedure in relation to the claim of the particular Insured person.
- **24.** The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance (Waiting period is not applicable on renewal).
- **25.** Any medical procedure or treatment, which is not medically necessary or not performed by a Medical Practitioner.
- 26. Birth control procedures and hormone replacement therapy.
- **27.** Any treatment/Surgery for change of sex or any cosmetic Surgery or treatment/ Surgery /complications/Illness arising as a consequence thereof.
- **28.** Treatment by a family member and self-medication or any treatment that is not scientifically recognized.

## **Exclusions Applicable To Section II:**

- 1. The Company shall not be liable under this Section for:
- 2. We shall not be liable for Payment under more than one of the categories specified (Death or Permanent Total Disablement) in the Benefit Payable in respect of the Insured Person.
- 3. Payment of Compensation in respect of Insured Event which occurs whilst the Insured person is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured person is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world;
- 4. Payment of Compensation in respect of death, Injury or disablement of Insured person (a) from engaging in or participation in adventure sports including but not limited to winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters, participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the Policy (b) directly or indirectly caused by venereal disease or insanity;
- **5.** Payment of Compensation in respect of death or Permanent Total Disablement arising from or resulting directly or indirectly from any Illness to any Insured Person.
- **6.** No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a



Medical Practitioner or from which the Insured person suffered or which was present before the commencement of the Policy Period

## **Exclusions Applicable to Section III:**

- 1. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured person being attributed to any dishonesty or fraud or poor performance on the part of the Insured person or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured person by the employer.
- 2. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
- 3. Self-employed persons;
- 4. 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;
- 5. Any voluntary unemployment;
- **6.** Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period (Waiting period is not applicable on renewal or for accidents).
- **7.** Any unemployment from a job under which no salary or any remuneration is provided to the Insured person.
- **8.** Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority
- 9. Any unemployment due to resignation, retirement whether voluntary or otherwise
- **10.** Any unemployment due to non-confirmation of employment after or during such period under which the Insured was under probation.

#### **Exclusions Applicable To Section I, II and III:**

The Company shall not be liable for any loss or damage under this Policy:

- 1. Arising or resulting from the Insured person committing any breach of the law with criminal intent
- 2. "War, invasion, act of foreign enemy, hostilities (whether War be declared or not) Civil War, rebellion, evolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainment of all Heads of State and citizens of whatever nation and all kind and acts of Terrorism, Nuclear weapon induced treatment or taking active part in Riot, Strike, malicious acts".
- 3. Directly or indirectly caused by or contributed to/by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission
- 4. Directly or indirectly caused by or contributed to/by or arising from nuclear weapon materials.



- 5. Directly or indirectly caused by or contributed to/by or arising out of usage, consumption or abuse of alcohol and/or drugs.
- **6.** Arising out of or as a result of any act of self-destruction or self-inflicted Injury, attempted suicide or suicide.
- 7. Any consequential or indirect loss or expenses arising out of or related to any Insured Event unless otherwise covered in the policy.
- **8.** Arising out of or resulting directly or indirectly due to or as a consequence of pregnancy or treatment traceable to pregnancy and childbirth, abortion, miscarriage and its consequences except if arises out of an accident, tests and treatment relating to infertility and in vitro fertilization.
- **9.** Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during War or warlike operations.
- 10. Arising out of or resulting directly or indirectly caused by, resulting from or in connection with any act of Terrorism/sabotage regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The Policy 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/sabotage.

## **Exclusions Applicable To Section IV:**

- 1. Your deliberate, wilful or intentional act or ommission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
- 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self- heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
- 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance



cannot be linked to any single identifiable event.

- & Loss or damage to any Insured Property removed from Your Home to any other place.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Any reduction in market value of any Insured Property after its repair or reinstatement.
- 11. Any addition, extension, or alteration to any structure of Your Home Building that increases its Carpet Area by more than 10% of the Carpet Area existing at the Commencement Date or on the date of renewal of this Policy, unless You have paid additional premium and such addition, extension or alteration is added by Endorsement.
- 12. Costs, fees or expenses for preparing any claim.

#### F-GENERAL TERMS AND CONDITIONS

#### F.1. Standard Terms and Conditions:

#### 1. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured, or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

## 2. Free Look period

We shall give insured a Free Look Period at the inception of the Policy and:

- Insured will be allowed a period of at least 15 days from the date of receipt of the Policy to review the terms and conditions of the Policy and to return the same if not acceptable.
- 2. If insured have not made any claim during the Free Look period, insured shall be entitled to
  - a) A refund of the premium paid less any expenses incurred by the company on insured's medical examination and the stamp duty charges or;
  - where the risk has already commenced and the option of return of the Policy is exercised by insured, a deduction towards the proportionate risk premium for period on cover or;
  - c) Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

## 3. Cancellation/Termination

The Company may at any time cancel this Policy on the grounds of mis-representation, fraud, non-disclosure of material facts as sought to be declared on the Proposal Form or non-cooperation by the Insured/Policyholder, by giving fifteen(15) days' notice in writing by registered post / acknowledgement due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of cancellation.

The Insured may also cancel this Policy by giving fifteen (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 retain the premium for the period his Policy has been in force at the Company's short period scale as mentioned in Schedule provided that no refund of premium shall be made if any claim has been made under the Policy by or on behalf of the insured.

#### Premium Refund:

Particulars	1 year	2 year	3 year
Within 1 Month	60%	65%	65%
From 1 Month to 3 Months	50%	60%	60%
From 3 Months to 6 Months	35%	50%	55%
From 6 Months to 9 Months	15%	40%	50%
From 9 Months to 12 Months	Nil	35%	45%
From 12 Months to 18 Months	Nil	15%	35%
From 18 Months to 24 Months	Nil	Nil	20%
From 24 Months to 30 Months	Nil	Nil	10%
From 30 Months to 36 Months	Nil	Nil	0%

#### 4.Renewal

- a. All the covers opted for shall be renewed till the loan tenure or lifetime of insured whichever is earlier, except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by any Insured Persons
- b. The Renewal of a Policy sought by Insured shall not be denied arbitrarily. If denied, Company shall provide Insured with cogent reasons for such denial of Renewal.
- c. This policy shall not be renewed and the insured shall not be eligible for any new similar policy(ies) if the claim is paid or admitted under section I or section II.
- d. The company may condone delay in Renewal up to 30 days from the due date of Renewal without deeming such condo nation as a Break in Policy. However coverage shall not be available for such period.
- e. If the insured move into a higher age band, the premium will increase at the next Renewal. However, this Policy will not be subject to any alteration in premium rates generally introduced until the next Renewal.
- f. If the Policy is not renewed within the Grace Period then Company may agree to issue a fresh Policy subject to underwriting criteria and no continuing benefits shall be available from the expired Policy.
- g. We shall provide the insured with a substitute health insurance product if the insured have reached maximum renewable age under the Policy.
- h. All premiums are payable in advance of any cover under this Policy being provided.
- i. The basic premium applicable under the Policy may be revised at a later stage subject to approval from IRDAI.
- j. If a claim is ascertained in case of loss of employment cover and the insured is eligible for renewal, the insured can renew the loss of employment cover subject to him/her being employed at the time of renewal.

## 5. Withdrawal/Modifications:

We shall give insured notice in the event the company may decide to revise, modify or withdraw the product. Such notice shall be given to insured at least three months prior the date when such modification or revision or withdrawal comes into effect. the company also promise insured that



- i. In case of modification or revision, the notice given to insured shall detail the reasons for such revision or modification, in particular the reason for an increase in premium (if any) and the quantum of such increase.
- ii. The product shall be withdrawn only after due approval from the Insurance Regulatory and Development Authority of India. However, if insured do not respond to the company's intimation in case of such withdrawal, the Policy shall be withdrawn on the Renewal date and the company shall provide insured with an option to migrate to a substitute product offered by the company, subject to portability conditions
- iii. Policies whose renewal will be within 90 days of withdrawal will be given choice for one time renewal of existing policy, others will have the choice to migration to substitute health insurance policy/modified product.

#### 6. Redressal Of Grievance:

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

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

Website: www.universalsompo.com

**Toll free**: 1 - 800 - 224030 (For MTNL/BSNL Users) or 1 - 800 - 2004030 or on

chargeable numbers at +91-22-27639800/+91-22-39133700

**E-mail**: contactus@universalsompo.com

Fax: (022) 39171419

**Courier**: Universal Sompo General Insurance Co. Ltd, Unit No- 601 & 602 A Wing, 6th Floor, Reliable Tech Park, Cloud City Campus; Thane- Belapur Road, Airoli- 400708

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

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

For updated details of grievance officer, kindly refer the link www.universalsompo.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://igms.irda.gov.in/

# F.2. Specific Terms and Conditions:

## 1. Geographical Limits

The Geographical Limit of this Policy and jurisdiction shall be India except Personal accident cover, under which Accidental Bodily Injuries sustained during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose) are covered.

All claims under this Policy shall be settled in Indian Rupees only.

## 2. Incontestability and Duty of Disclosure



The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular 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 devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

#### 3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a Condition Precedent to any liability of the Company to make any payment under this Policy.

#### 4. No constructive notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be construed as notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

Every notice and other communication required must be given in written to the company.

#### 5. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company. The condition shall not be applicable for Section IV.

#### **6.Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

#### 7. Right to Inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall, in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required to do so by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

## 8. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### 9.Contribution

If at the time of a claim there is another insurance Policy or other contract in the insured's name which covers insured for the same expense or loss, the company will only pay it's proportionate share of the loss. The company's Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss. This clause will not be applicable for Section I, II and III under the policy.



#### 10.Subrogation

Insured shall 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 are or would become entitled upon the company making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Insured shall not prejudice these subrogation rights in any manner and shall provide the company with whatever assistance or cooperation is required to enforce such rights. Any recovery the company make pursuant to this clause shall first be applied to the amounts paid or payable by the company under this Policy and Our costs and expenses of affecting a recovery, where after the company shall pay any balance remaining to the insured. This clause will not be applicable for Section I, II and III under the policy.

#### 11.Continuity

In the event of the Policy where insured have attained maximum Renewal age under the Policy, Insured shall have the option of taking a substitute health insurance Policy from the company without any benefit of continuity of cover for any additional benefits that insured may have enjoyed under the Loan Secure Insurance Policy and for which additional premium has been charged. In such an event, all the waiting periods as stipulated under the substitute policy will be applicable with due adjustment for the uninterrupted period in completed years for which insured were covered under the Loan Secure Insurance Policy issued by the company. However, any such benefit would be restricted to the maximum of insured's eligibility of Sum Insured under the substitute policy or the Sum Insured enjoyed by insured under the Loan Secure Insurance Policy whichever is lower. Also, all the underwriting rules and regulations of the substitute health insurance Policy issued by the company would be applicable for acceptance of such risk. We also agree that no loading on premium shall be applicable on the insured's individual claims experience basis.

# 12.Substitute Product

Incase the company may decide to withdraw this product under which this Policy is issued to insured or where insured have reached the maximum renewal age under the Policy issued by the company, The company shall provide insured with an option to buy a substitute health insurance Policy from the company.

Insured will be given the Portability credit based on the number of years of continuous and uninterrupted insurance cover under this Policy towards the waiting periods in the new substitute health insurance Policy issued by the company.

#### G. CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION I, SECTION II and SECTION III

### Claim Documents for Section I

## CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION I

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated to the Company within **forty five (45)** days date of first diagnosis of the Illness, date of surgical procedure or date of occurrence of the medical event as the case may be and the Insured shall arrange for submission of the following documents to the Company:

1. Certificate from the attending Doctor of the Insured Person confirming, inter alia,



- a. name of the Insured person;
- b. name, date of occurrence and medical details of the Insured Event
- c. confirmation that the Insured Event does not relate to any Pre-Existing Illness or any Illness or Injury which existed within the first 90 days of commencement of Period of Insurance.
- 2. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
- 3. Duly completed claim forms;
- 4. Original Discharge Certificate/ Card from the hospital/ Doctor or their copies;
- 5. Original investigation test reports or their copies,
- 6. Indoor case papers, if required.

#### Claims documents for Section II

- (i) Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company as soon as possible but not later than 30 days from the date of its occurrence.
- (ii) The Insured shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- (iii) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- (iv) Proof satisfactory to the Company shall be furnished in connection with 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 when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days.

The Company shall not be liable to pay any claims under this Section II unless the claim under the Policy is accompanied by the following documents:

- 1. Duly completed claim form;
- 2. Doctor's Report;
- 3. First Information Report and Final Police report, wherever necessary;
- 4. Death certificate, wherever applicable;
- 5. Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury etc.;
- 6. Disability certificate from a Doctor or hospital confirming the extent and nature of disability;
- 7. Post mortem report, if the same was conducted;
- 8. Certificate, from the Insured stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.

## Claim documents for Section III

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated by the Insured to the Company within thirty (30) days from the date of termination from employment of the Insured person or his dismissal, temporary suspension or retrenchment from employment as the case may be and the Insured shall arrange for submission of the following documents to the Company:

Duly completed claim form;



- i) Certificate if applicable from the Bank stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
- ii) Certificate from the employer of the Insured person confirming the termination, dismissal, temporary suspension or retrenchment from employment of the Insured person furnishing the date of termination, dismissal, temporary suspension or retrenchment from employment of the Insured person with the reasons for the same. In case of temporary suspension the period of suspension should also be mentioned in such certificate

# Insurer's obligations

- 1. Insurer shall settle claim(s), including its rejection, within 30 (thirty days) of the receipt of the last necessary claim document
- 2. Insurer shall have no liability under this Policy, once the Sum Insured (Maximum Limit of Liability) with respect to any of the Sections, is exhausted by Insured.
- 3. All admissible claim under this Policy shall be paid by Insurer within 7 working days from date of acceptance of such a claim. In case of delay in the payment, Insurer shall be liable to pay interest at a rate which is 2% above bank rate prevalent at the beginning of the financial year in which claim is reviewed by Insurer.
- 4. Insurer shall condone delay on merit for delayed claims where the delay is proved to be beyond Insured's control.

**Insurance Ombudsman** – If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A.

The contact details of the Insurance Ombudsman offices are as below-

Areas of Jurisdiction	Office of the Insurance Ombudsman		
Gujarat , UT of Dadra and Nagar Haveli,	Office of the Insurance Ombudsman,		
Daman and Diu	JeevanPrakash Building, 6th floor,		
Daman and Dio	TilakMarg, Relief Road,		
	Ahmedabad – 380 001.		
	Tel.: 079 - 25501201/02/05/06		
	Email: <u>bimalokpal.ahmedabad@ecoi.co.in</u>		
Karnataka	Office of the Insurance Ombudsman,		
Kamaraka	JeevanSoudhaBuilding,PID No. 57-27-N-		
	19, Ground Floor, 19/19, 24th Main		
	Road,JP Nagar, Ist Phase,		
	Bengaluru – 560 078.		
	Tel.: 080 - 26652048 / 26652049		
	Email: bimalokpal.bengaluru@ecoi.co.in		
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman,		
	JanakVihar 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@ecoi.co.in
Odisha	Office of the Insurance Ombudsman,
o distra	62, Forest park,
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	Tel.: 0674 - 2596461 /2596455
	Fax: 0674 - 2596429
	Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab , Haryana, Himachal Pradesh, Jammu	Office of the Insurance Ombudsman,
and Kashmir, UT of Chandigarh	S.C.O. No. 101, 102 & 103, 2nd Floor,
	Batra Building, Sector 17 - D,
	Chandigarh – 160 017.
	Tel.: 0172 - 2706196 / 2706468
	Fax: 0172 - 2708274
	Email: bimalokpal.chandigarh@ecoi.co.in
Tamil Nadu, UT—Pondicherry Town and	Office of the Insurance Ombudsman,
Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Floor, 453,
Raranca (which are part of or or folialcherry)	Anna Salai, Teynampet,
	CHENNAI – 600 018.
	Tel.: 044 - 24333668 / 24335284
	Fax: 044 - 24333664
	Email: bimalokpal.chennai@ecoi.co.in
Delhi	Office of the Insurance Ombudsman,
	2/2 A, Universal Insurance Building,
	Asaf Ali Road,
	New Delhi – 110 002.
	Tel.: 011 - 23232481/23213504
	Email: bimalokpal.delhi@ecoi.co.in
Assam , Meghalaya, Manipur, Mizoram,	Office of the Insurance Ombudsman,
Arunachal Pradesh, Nagaland and Tripura	JeevanNivesh, 5th Floor,
, , , , , , , , , , , , , , , , , , , ,	Nr. Panbazar over bridge, S.S. Road,
	Guwahati – 781001(ASSAM).
	Tel.: 0361 - 2632204 / 2602205
	Email: bimalokpal.guwahati@ecoi.co.in
Andlers Dradade Talananana and HT of Vanana	Office of the Insurance Ombudsman,
Andhra Pradesh, Telangana and UT of Yanam	,
— a part of the UT of Pondicherry	· · · · · · · · · · · · · · · · · · ·
	Lane Opp. Saleem Function Palace,
	A. C. Guards, Lakdi-Ka-Pool,
	Hyderabad - 500 004.
	Tel.: 040 - 67504123 / 23312122
	Fax: 040 - 23376599
	Email: <u>bimalokpal.hyderabad@ecoi.co.in</u>
Rajasthan	Office of the Insurance Ombudsman,
	JeevanNidhi — II Bldg., Gr. Floor,
	Bhawani Singh Marg,
	Jaipur - 302 005.
	Tel.: 0141 - 2740363
	Email: Bimalokpal.jaipur@ecoi.co.in
Kerala , UT of (a) Lakshadweep, (b) Mahe – a	Office of the Insurance Ombudsman,
	· ·
part of UT of Pondicherry	2nd Floor, Pulinat Bldg.,
	Opp. Cochin Shipyard, M. G. Road,



	Ernakulam-682015. Tel.: 0484 - 2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki,	Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratgani, Lucknow - 226 001.  Tel.: 0522 - 2231330 / 2231331  Fax: 0522 - 2231310  Email: bimalokpal.lucknow@ecoi.co.in
Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3rd Floor, JeevanSevaAnnexe, S. V. Road, Santacruz (W), Mumbai - 400 054.  Tel.: 022 - 26106552 / 26106960  Fax: 022 - 26106052  Email: bimalokpal.mumbai@ecoi.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, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Office of the Insurance Ombudsman, BhagwanSahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: GautamBuddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand.	Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, JeevanDarshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune –



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	411	030.
	Tel.:	020-41312555
	Email: bimalokpal.pune@ecoi.co.in	

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## Annexure I

## **ADDITIONAL CLAUSES**

## **AC1: For Reducing Sum Insured covers**

Notwithstanding anything contrary stated in the Policy, the Sum Insured under the Policy on the date of the Insured Event covered under Sections I & II for the purpose of calculation of claim shall be the least of the following:

- i) The Principal Outstanding in the books of the Bank/Financial Institution as on the date of occurrence of the Insured Event; or
- ii) The Principal Outstanding as per the amortization Schedule prepared by Bank/Financial Institution. In the event the Sum Insured as appearing against Section I & II of the Schedule of the Policy is less than the total of the actual Loan disbursed upto the date of the occurrence of the Insured Event, then the Amortization Schedule shall be calculated as if the actual Loan disbursed was equivalent to the Sum Insured; or
- iii) The Sum Insured as appearing against Section I & II of the Schedule

## N.B. Reducing Sum Insured option is available only for 3 year policy tenure.

#### **AC2: Premium Refunds:**

Notwithstanding anything to the contrary contained in the Policy, the refund of premium under the Policy shall be as under

In the event of full prepayment of the Loan by the Insured, the Company shall refund a portion of the premium subject to the terms and conditions of the Policy as per the rates mentioned below:

Particulars	1 year	2 year	3 year
Within 1 Month	60%	65%	65%
From 1 Month to 3 Months	50%	60%	60%
From 3 Months to 6 Months	35%	50%	55%
From 6 Months to 9 Months	15%	40%	50%
From 9 Months to 12 Months	Nil	35%	45%
From 12 Months to 18 Months	Nil	15%	35%
From 18 Months to 24 Months	Nil	Nil	20%
From 24 Months to 30 Months	Nil	Nil	10%
From 30 Months to 36 Months	Nil	Nil	0%

In event of part prepayment of the Loan, no refunds of premium shall be made under this Policy. No refunds of premium will be made under the Policy during the last year of the Policy Period.

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured, the cover in respect of that Insured shall forthwith terminate and the Company shall not be liable hereunder.



Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of the Insured where any claim has been admitted by the Company or has been lodged with the Company.

#### **AC3: Survival Period:**

Notwithstanding anything to the contrary stated herein the Company shall not be liable to make any payment arising out of any claim under Section I for any Insured if the Insured does not survive a period of at least 90 days after the date of occurrence Insured Event.

## Endorsements - Available with Section IV on payment of additional Premium

## <u>Terrorism Damage Cover Endorsement (Material Damage only)</u>

## **INSURING CLAUSE**

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

For the purpose of this cover, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) 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 cover also includes loss, damage, cost or expense directly caused by, resulting from or in connection with any action taken in suppressing, controlling, preventing or minimizing the consequences of an act of terrorism by the duly empowered government or Military Authority. Provided that if the Insured is eligible for indemnity under any government compensation plan or other similar scheme in respect of the damage described above, this Policy shall be excess of any recovery due from such plan or scheme.

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

#### LOSSES EXCLUDED

This cover shall not indemnify loss of or damage to property caused by any or all of the following:-

- 1. loss by seizure or legal or illegal occupation;
- 2. loss or damage caused by:
  - (i) voluntary abandonment or vacation,



- (ii) confiscation, commandeering, nationalisation, requisition, detention, embargo, quarantine, or any result of any order of public or government authority, which deprives the Insured of the use or value of its property;
- 3. loss or damage arising from acts of contraband or illegal transportation or illegal trade;
- 4. loss or damage directly or indirectly arising from or in consequence of the seepage and or discharge of pollutants or contaminants, which pollutants and contaminants shall include but not be limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment;
- 5. loss or damage arising directly or indirectly from or in consequence of chemical or biological emission, release, discharge, dispersal or escape or chemical or biological exposure of any kind;
- 6. loss or damage arising directly or indirectly from or in consequence of asbestos emission, release, discharge, dispersal or escape or asbestos exposure of any kind;
- 7. any fine, levy, duty, interest or penalty or cost or compensation/damages and/or other assessment which is incurred by the Insured or which is imposed by any court, government agency, public or civil authority or any other person;
- 8. loss or damage by electronic means including but not limited to computer hacking or the introduction of any form of computer virus or corrupting or unauthorised instructions or code or the use of any electromagnetic weapon. This exclusion shall not operate to exclude losses (which would otherwise be covered under this Policy) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile;
- 9. loss or damage caused by vandals or other persons acting maliciously or by way of protest or strikes, labour unrest, riots or civil commotion;
- 10. loss or increased cost occasioned by any public or government or local or civil authority's enforcement of any ordinance or law regulating the reconstruction, repair or demolition of any property insured hereunder;
- 11. any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
- 12. loss or damage caused by factors including but not limited to cessation, fluctuation or variation in, or insufficiency of, water, gas or electricity supplies and telecommunications or any type of service;
- 13. loss or increased cost as a result of threat or hoax;
- 14. loss or damage caused by or arising out of burglary, house breaking, looting, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any action taken in respect of an act of terrorism;
- 15. loss or damage caused by mysterious disappearance or unexplained loss;
- 16. loss or damage directly or indirectly caused by mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual or potential threat to human health;
- 17. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.

# LIMIT OF INDEMNITY

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

Additional Clauses – Loan Secure Insurance Policy UIN: UNIHLIP22139V032122



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

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

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

#### **EXCESS\***

1% of the claim amount for each and every claim subject to Minimum of INR 25,000 and Maximum of INR 1,000,000

#### **ADD ON COVERS**

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

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

#### MID TERM COVER

In case the coverage under this endorsement is granted during the currency of the policy, no claims will be payable for loss or damage to property caused by an act of terrorism occurring during the first 15 (fifteen) days from the date of granting such cover.

## SANCTION, LIMITATION AND EXCLUSION CLAUSE

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

## **CANCELLATION CLAUSE**

Notwithstanding the cancellation provisions relating to the basic insurance policy on which this endorsement is issued, there shall be no refund of premium allowed for cancellation of the Terrorism risk insurance during the period of insurance except where such cancellation is done along with the cancellation of the basic insurance. Where a policy is cancelled and rewritten



mid-term purely for the purpose of coinciding with the accounting year of the insured, pro-rate refund of the cancelled policy premium will be allowed.

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

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