# Acko Secure Shield Plus

# Policy Terms & Conditions

# Section A. Preamble

This Policy is a contract of insurance between You and Us which is subject to the receipt of premium in full in respect of the Insured Persons and the terms, conditions and exclusions of this Policy.

This Policy is valid for the period as specified in the Schedule or the Certificate of Insurance.

The terms listed in Section B (Definitions) and which have been used elsewhere in the Policy in Initial Capital letters shall have the meaning set out against them in Section B, wherever they appear in the Policy.

# Section B. Definitions

The terms defined below have the meanings ascribed to them wherever they appear in this Policy and, where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same:

# I.Standard Definitions

**1. Accident:** An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

**2. Condition Precedent:** Condition Precedent means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**3. Congenital Anomaly:** Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

#### i. Internal Congenital Anomaly

Congenital anomaly which is not in the visible and accessible parts of the body.

#### ii. External Congenital Anomaly

Congenital anomaly which is in the visible and accessible parts of the body.

**4. Deductible**: Deductible means a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

**5. Disclosure to information norm:** The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.

**6. Emergency Care:** Emergency care means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly and requires immediate care by a *medical practitioner* to prevent death or serious long term impairment of the insured person's health.

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

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

i. has qualified nursing staff under its employment round the clock;

ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;

iii. has qualified medical practitioner(s) in charge round the clock;

iv. has a fully equipped operation theatre of its own where surgical procedures are carried out; v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

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

**10. Illness:** Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

i. <u>Acute condition -</u> 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.

ii. <u>Chronic condition -</u> A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check- ups, and /or tests

- 2. it needs ongoing or long-term control or relief of symptoms
- 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- 4. it continues indefinitely
- 5. it recurs or is likely to recur

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

**12. Medical Practitioner:** Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

**13**. **Medically Necessary Treatment:** Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:

i. is required for the medical management of the illness or injury suffered by the insured;

- ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii. must have been prescribed by a medical practitioner;
- iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**14. Notification of Claim:** Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

**15. Portability:** Portability means transfer by an individual health insurance policyholder (including family cover) of the credit gained for Pre-Existing Diseases and time bound exclusions if he/she

chooses to switch from one insurer to another or from one plan to another plan of the same insurer.

16. Pre-Existing Disease: Pre-Existing Disease means any condition, ailment, injury or disease:

a. That is /are diagnosed by a physician with 48 months prior to the effective date of the policy issued by the insurer, **or** 

b. For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy or its reinstatement

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

**18. Renewal:** 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 credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

**19. Surgery or Surgical Procedure:** 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 from suffering and prolongation of life, performed in a hospital or day care centre by a *medical practitioner*.

**20.** AYUSH Hospital: An AYUSH Hospital is a healthcare facility wherein medical/surgical/parasurgical treatment procedures and interventions are carried out by AYUSH *Medical Practitioner*(s) comprising of any of the following:

a. Central or State Government AYUSH Hospital; or

b. Teaching hospital attached to AYUSH College recognized by the Central

Government/Central Council of Indian Medicine/Central Council for Homeopathy; or

c. AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH *Medical Practitioner* and must comply with all the following criterion:

i. Having at least 5 in-patient beds;

ii. Having qualified AYUSH Medical Practitioner in charge round the clock;

iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;

iv. Maintaining daily records of the patients and making them accessible to the insurance **AYUSH** company's authorized representative.

**21. Day Care Centre:** AYUSH Day Care Centre means and includes Community Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or urgical/para-surgical interventions or both under the supervision of registered AYUSH *Medical Practitioner* (s) on day care basis without in-patient services and must comply with all the following criterion:

i. Having qualified registered AYUSH *Medical Practitioner(s)* in charge;

ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;

iii. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

# II. Specific Definitions

**1. Age or Aged:** Age or Aged means completed years as at the Commencement Date.

**2. Certificate of Insurance:** Certificate of Insurance means the certificate issued to the Insured Person confirming the Insured Person's cover under the Policy.

**3. Commencement Date:** Commencement Date means the start date of the Policy as specified in the Schedule.

**4. Coverage Period:** Coverage Period means the period specified in the Certificate of Insurance which commences on the coverage commencement date specified in the Certificate of Insurance and ends on the coverage expiry date specified in the Certificate of Insurance.

**5. Critical Illness:** Critical Illness means any Illness, medical event or Surgical Procedure as specifically defined in Annexure A of this Policy.

**6. Defence Costs**: Defence Costs are reasonable costs necessarily incurred in defending the Insured Person against any civil proceeding initiated against him/her during the Coverage Period.

**7. EMI(s) or EMI Amount(s):** EMI(s) or EMI Amount(s) means and includes the amount of monthly payment required to repay the Principal Outstanding Amount and any applicable interest by the Insured Person, as set forth in the amortization chart referred to in the relevant Loan agreement (or any amendments thereto) between the bank/financial institution and the Insured Person as on the date of any occurrence or event which gives rise to a claim under this Policy.

**8. First Diagnosis:** First Diagnosis means the point in time at which the requirements of any Critical Illness under this Policy were first satisfied with respect to the Insured Person, including the availability of all the test reports and medical reports evidencing such diagnosis.

9. Hazardous Activities: Hazardous Activities means any sport or activity, which is potentially dangerous to the Insured Person whether he is trained in such sport or activity or not. Such sport/activity includes without limitation stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, BMX stunt/obstacle riding, bobsleighing/using tubing, skeletons, bouldering. boxing, canyoning, cavin/pot holing. cave rock climbing/trekking/mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labour, marathon running, martial arts, microlighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/parapenting, piloting aircraft, polo, power lifting, power boat racing, guad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo riding, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/ time trials, triathlon, water ski jumping, weight lifting or wrestling any type.

**10. Income:** Income means and includes the amount that the Insured Person earns each month from his/her primary occupation.

For Salaried Individuals, this would mean salary including regular bonuses, regular commissions, superannuation contributions or any other allowances, any benefits explicitly mentioned in CTC (Cost to Company) or any compensation structure provided to the Insured Person by his/her employer for the financial year, or as declared in the previous ITR (Income Tax Return) filed by the Insured Person.

**11. Insured Person:** Insured Person means the person named in the Certificate of Insurance who is covered under this Policy.

**12. Involuntary Unemployment:** Involuntary Unemployment means a termination, lay off, retrenchment or permanent dismissal of an Insured Person who is a Salaried Individual from his/her primary occupation due to Injury sustained, Illness contracted, cost cutting, downsizing, closure of unit, company or organization, as the case may be, taking place during the Coverage Period. For the purpose of this Policy, Involuntary Unemployment does not include any unemployment caused due to or arising from poor performance, dismissal due to a fraudulent act, non-compliance of any company

or organization's internal rules/guidelines, or any disciplinary action

**13. Loan:** Loan means the sum of money lent at an interest or otherwise to the Insured Person by any bank/financial institution as identified by the Loan Account Number specified in the Certificate of Insurance or certified in writing by the bank/financial institution.

**14. Loss of Independent Living:** Loss of Independent Living means inability to perform one or more of the following activities of daily living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available;
- vi. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence.

**15. Nominee:** Nominee means the person named in the Certificate of Insurance to receive the benefits due under the Policy on the death of the Insured Person.

**16. Policy:** Policy means the statements in the proposal form/personal statement, these terms and conditions, the benefits, endorsements (if any), annexures to the Policy, the Schedule (as amended from time to time), and the Certificates of Insurance issued to the Insured Persons.

**17. Policy Period:** Policy Period means the period between the Commencement Date and the Expiry Date of the Policy as specified in the Schedule.

**18. Policy Year:** Policy year means a period of 12 consecutive months commencing from the Commencement Date or any anniversary thereof.

**19. Principal Outstanding Amount:** Principal Outstanding Amount means the principal amount of the Loan outstanding as on the date of any occurrence or event which gives rise to a claim under the Policy, less the portion of principal component included in the EMIs, payable but not paid, from the date of the loan agreement till the date of such occurrence or event.

For the purpose of avoidance of doubt, it is clarified that any:

i. EMIs that are overdue and unpaid to the financial institution prior to such occurrence or event,

ii. any additional amounts imposed by a financial institution, or otherwise falling due as a penalty or by way of a default in repayment,

will not be considered for the purpose of this Policy and shall be payable by the Insured Person.

**20. Risk Commencement Date:** Risk Commencement Date means the date specified in the Certificate of Insurance on which the Coverage Period and Our coverage under the Policy in respect of the Insured Person commences.

**21. Salaried Individuals:** Salaried Individuals means those Insured Persons who work for an employer as an employee or a worker, whether confirmed or on probation, as on the Risk Commencement Date, and earn a fixed amount of compensation at a fixed frequency as salary. Such fixed amount of compensation should be evidenced by such Salaried Individual's ITR (Income Tax Return) for the preceding year(s).

**22.** Sum Insured: Sum Insured means the amount specified in the Certificate of Insurance that represents Our maximum, total and cumulative liability for any and all claims made in respect of that Insured Person during the Coverage Period.

**23. Survival Period:** Survival Period means the period that the Insured Person has to survive before a claim becomes valid, commencing from the date of First Diagnosis.

**24. Temporary or Seasonal Job:** Temporary or Seasonal Job means any occupation or job where the employee is expected to remain employed in a position only for a certain period of time.

**25. Waiting Period:** Waiting Period means a time-bound exclusion period related to condition(s) specified in the Schedule or Certificate of Insurance which shall be served before a claim related to such condition becomes admissible. No Waiting Periods shall be applicable in case of subsequent Renewals, subject to no break-in Policy.

26. We/Our/Us: We/Our/Us means Acko General Insurance Limited.

**27. You/Your:** You/Your means the employer or legally constituted entity named in the Schedule who has concluded this Policy with Us.

# **Section C Benefits**

The benefits listed below are available to all Insured Persons. The Schedule or the Certificate of Insurance will specify which of the benefits are in force and available for the Insured Persons under the Policy.

Claims made in respect of an Insured Person for the benefits listed below shall be subject to the availability of the Sum Insured specified against such benefit, applicable sub-limits/Deductibles for the benefits claimed and the terms, conditions and exclusions of this Policy.

All claims must be made in accordance with the procedure set out in Section F Claims Procedure and Requirements).

#### 1. Hospital Daily Allowance

If an Insured Person requires Hospitalization due to an Injury or Illness suffered or contracted during the Coverage Period, then We will pay the daily allowance amount specified against this Benefit in the Certificate of Insurance, for each continuous and completed period of 24 hours of Hospitalisation;

This benefit will be payable provided that:

- a. Our liability to make any payment under this benefit shall commence only after a continuous and completed 24 hours of Hospitalization of the Insured Person for each claim.
- b. The Hospitalization is for Medically Necessary Treatment and is commenced and continued on the written advice of the treating Medical Practitioner;
- c. Our liability to make any payment under this benefit shall be in excess of the Deductible of the number of days specified in the Certificate of Insurance for each claim.
- d. This Benefit shall not be payable in respect of the Insured Person for more than the maximum number of days specified in the Certificate of Insurance for each Coverage Period.
- e. Only one daily allowance amount is payable for each day of Hospitalization, regardless of number of the Illnesses contracted/Injuries sustained.

#### **Specific Exclusions:**

We shall not be liable to make any payment for any claim under this benefit in respect of an Insured Person, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- 1. Any Illness arising within first 30 days of the Risk Commencement Date;
- 2. Day care treatments are excluded from the scope of this Benefit.
- 3. 2 years' Waiting Period: A Waiting Period of 2 years will be applicable for the below Illnesses.

However, a 2 year Waiting Period would be considered to have been served if the Insured Person was insured continuously and without interruption for at least 2 years under another Indian insurer's individual health / Family Health insurance policy for the reimbursement of medical costs for inpatient treatment in a Hospital. In case the Insured Person was insured for 1 year in the previous policy, the below Illnesses would be covered after completion of 1 year of insurance with Us.

- a. Congenital Internal Anomaly
- b. Varicose veins and Varicose Ulcers
- c. Rheumatism and arthritis of any kind
- d. Treatment of diseases on ears/ tonsils /adenoids /paranasal sinuses/ Deviated Nasal Septum
- e. Stones in the Urinary and Biliary systems
- f. Gastric or Duodenal Ulcer
- g. Any type of benign Cyst/ Nodules/ Polyps/Tumours/ Breast Lumps
- h. Intervertebral Disc Prolapse, and Degenerative Disc/vertebral Disorders
- i. Cataract
- j. Benign Prostatic Hypertrophy
- k. Myomectomy, Hysterectomy unless because of malignancy
- I. Dilatation and curettage (D&C)
- m. Anal Fistula, Fissure and Piles
- n. All types of Hernia
- o. Hydrocele
- p. Chronic Renal Failure
- q. Joint replacement Surgery unless because of accident

## 2. Loss of Job

If an Insured Person suffers an Involuntary Unemployment during the Coverage Period resulting in loss of Income, then We will pay the monthly amount specified in the Certificate of Insurance against this Benefit, or the number of EMI Amount(s) as specified in the Certificate of Insurance falling due in respect of the Loan Account Number specified against this benefit in the Certificate of Insurance, as applicable, for each continuous and completed month specified in the Certificate of Insurance from the date of such Involuntary Unemployment.

This benefit shall be payable subject to the following:

- a. Salaried Individuals are eligible for cover under this benefit, where such primary occupation is evidenced by their ITR (Income Tax Return) for the number of years specified in the Certificate of Insurance preceding the date of loss of income.
- b. The Insured Person is employed on the direct payroll of an organization or entity having a registered office in India for a minimum of six continuous months before the Risk Commencement Date, or of an Indian branch of such organization or entity.
- c. Such dismissal/termination/retrenchment of the Insured Person by his/her employer should be affected in compliance with his/her employer's internal rules/regulations/policies, and any laws or any directives issued by a public authority and in force.
- d. Our liability to make any payment under this benefit shall be in excess of the Deductible specified in the Certificate of Insurance for each claim and shall be payable for the maximum number of months specified in the Certificate of Insurance against this benefit, until reinstatement of employment with the same or any other employer, whether confirmed or on probation.
- e. Where the EMI Option is opted for and specified as such in the Certificate of Insurance, any payments that are overdue and unpaid by the Insured Person prior to the occurrence of the event giving rise to a claim under this benefit will not be considered for the purpose of this benefit and shall be deemed as paid by the Insured Person.
- f. Any monthly amounts being paid under an admitted claim under this benefit will be discontinued if We reasonably believe that the Insured Person is demonstrably not taking any measures, deemed

reasonable and necessary as advised by Us, that can assist in reinstatement of employment in his/her primary occupation, or any occupation of similar nature.

#### Specific Exclusions

We shall not be liable to make any payment for any claim under this benefit in respect of an Insured Person, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- 1. Any Involuntary Unemployment of the Insured Person that is attributed to any dishonesty, misconduct or fraud, or any wilful violation by the Insured Person of any internal rules/regulations/policies, or any laws or any directives issued by a public authority and in force, or any disciplinary action initiated against the Insured Person by his/her employer.
- 2. Unemployment from any occupation or job which is a Temporary or Seasonal Job, or where the Insured Person is not on the direct payroll of the employer.
- 3. Any voluntary unemployment, self-resignation, or voluntary retirement.
- 4. Any Involuntary Unemployment or suspension of the Insured Person at his/her primary occupation, which is temporary in nature.
- 5. Any unemployment from any occupation or job in which no salary was ever provided to the Insured Person.
- 6. Any unemployment occurring while the Insured Person, who is a Salaried Individual, is still under his/her probation, including any unemployment resulting from non-confirmation of his/her employment by the employer during or after the period on probation.
- 7. Any suspension of the Insured Person from his/her primary occupation on account of any pending enquiry being conducted by the employer or a public authority.
- 8. Any unemployment if it arises as a result of the place of employment or part thereof being temporary closed down for a period not exceeding the minimum number of days specified in Certificate of Insurance/Schedule due to lay off, lockout, strike or any other reason.
- 9. Any unemployment due to non-extension of a maternity/paternity leave, either as per the Maternity Benefit Act 1961, as amended from time to time, or as per the employer's internal regulation/policy in force at the time of any event or occurrence that may give rise to a claim.
- 10. Any unemployment due to any strike or labour disturbance in which the Insured Person is directly or indirectly involved.
- 11. Any reasonable belief that the Insured Person was aware that such loss of Income was likely to happen, whether or not any official communication was provided, at the time of Risk Commencement Date.
- 12. Withdrawal of offer of employment by an employer.
- 13. Medical exclusions
  - i. Any unemployment if it arises as a result of intentional self-inflicted injuries.
  - ii. Any unemployment if it arises as a result of termination of service on the grounds of a Pre-Existing Diseases.
  - iii. Any unemployment if it arises as a result of intake of alcohol or drugs by the Insured Person.
  - iv. Any unemployment if it arises as a result of insured person being on family leave or sick leave due to childbirth or pregnancy.

# 3. Critical Illness Benefit

If an Insured Person is First Diagnosed to be suffering from a Critical Illness of the nature specified in Annexure A of the Policy, during the Coverage Period, then We will pay the Sum Insured under this Benefit as specified in the Certificate of Insurance.

This benefit is payable provided that:

- a. the Critical Illness is covered under the Policy for the Insured Person as stated in the Certificate of Insurance;
- b. the Critical Illness first occurs or first manifests itself during the Coverage Period as a first incidence;
- c. First Diagnosis of the Critical Illness should have occurred during the Insured Person's life-time, i.e, no payment under any benefit shall be made if such First Diagnosis of the Critical Illness is made post-mortem.
- d. All the tests reports and medical reports required to support the diagnosis of the Critical Illness, the stage and form of such Critical Illness, and for Us to make a claims assessment, including any claim documentation required under Section F (c) of the Policy, should be available before the death of the Insured Person and in a form suitable for sharing with Us.
- e. The Insured Person survives the applicable Survival Period specified in the Certificate of Insurance.
- f. The Critical Illness contracted has not arisen within the applicable Waiting Period, specified in the Certificate of Insurance against this benefit or a specified Critical Illness, from the Risk Commencement Date;
- g. If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this Benefit and claims already admitted under this Benefit in respect of the Insured Person will cumulatively exceed the Sum Insured specified against this Benefit in the Certificate of Insurance, then Our maximum, total and cumulative liability under any and all such claims will be limited to the Sum Insured specified against this benefit in the Certificate of Insurance.

## 4. Personal Accident Category

#### 4.1 Benefits

The Section defines the Benefits under this coverage category. The following Benefits shall trigger in the event of the Insured Person suffering an Injury due to an Accident. Claims under this coverage category will be admissible subject to the fulfilment of the following conditions with respect to the Insured Person's Injury:

- i. The date of Accident is within the Coverage Period as specified in the Policy Schedule / Certificate of Insurance
- ii. The Hospitalization is certified as Medically Necessary by the treating Medical Practitioner

#### 4.1.1. Accidental Death Benefit

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the Insured Person's death within 365 days from the date of the Accident, We will pay the Sum Insured.

If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this Benefit and claims already admitted under Benefit 4.1.1. (Accidental Death Benefit), Benefit 4.1.2. (Permanent Total Disability) and Benefit 4.1.3 (Permanent Partial Disability) in respect of the Insured Person will cumulatively exceed the Common Death or Disability Sum Insured, then Our maximum, total and cumulative liability under any and all such claims will be limited to the Common Death or Disability Sum Insured.

On the acceptance of a claim under this Benefit and payment being made under any applicable Cover Options, all cover under this Policy shall immediately and automatically cease in respect of that Insured Person.

#### 4.1.2. Permanent Total Disability

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the Permanent Total Disability of the Insured Person which is of the nature specified in the table below, within 365 days from the date of the Accident, We will pay the Sum Insured:

Nature of Permanent Total Disability

Total and irrecoverable loss of sight in both eyes

Loss by physical separation or total and permanent loss of use of both hands or both feet

Loss by physical separation or total and permanent loss of use of one hand and one foot

Total and irrecoverable loss of sight in one eye and loss of a Limb

Total and irrecoverable loss of hearing in both ears and loss of one Limb/ loss of sight in one eye

Total and irrecoverable loss of hearing in both ears and loss of speech

Total and irrecoverable loss of speech and loss of one Limb/ loss of sight in one eye

Permanent, total and absolute disability (not falling under any one the above) which results in the Insured Person being unable to engage in any employment or occupation or business for remuneration or profit, of any description whatsoever which results in Loss of Independent Living

For the purpose of this Benefit:

- 1. **Limb** means a hand at or above the wrist or a foot above the ankle;
- 2. Physical separation of one hand or foot means separation at or above wrist and/or at or above ankle, respectively.

This Benefit will be payable provided that:

- a. The Permanent Total Disability continues for a period of at least 180 days from the commencement of the Permanent Total Disability, and the Disability Certificate issued by the treating Medical Practitioner at the expiry of the 180 days confirms that there is no reasonable medical hope of improvement;
- b. If the Insured Person suffers Injuries resulting in more than one of the Permanent Total Disabilities specified in the table above, then Our maximum, total and cumulative liability under this Benefit shall be limited to the Sum Insured specified against this Benefit in the Policy Schedule / Certificate of Insurance.
- c. If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this Benefit and claims already admitted under Benefit 4.1.1 (Accidental Death Benefit), Benefit 4.1.2. (Permanent Total Disability) and Benefit 4.1.3. (Permanent Partial Disability) in respect of the Insured Person will cumulatively exceed the Common Death or Disability Sum Insured then Our maximum, total and cumulative liability under any and all such claims will be limited to the Common Death or Disability Sum Insured.
- d. If We have admitted a claim for Permanent Total Disability in accordance with this Benefit, then We shall not be liable to make any payment under the Policy on the death of the Insured Person, if the Insured Person subsequently dies;
- e. On the acceptance of a claim under this Benefit, all cover under this Policy shall immediately and automatically cease in respect of that Insured Person after the payment of any other applicable Cover Options.

# 4.1.3. Permanent Partial Disability

If an Insured Person suffers an Injury due to an Accident that occurs during the Coverage Period and that Injury solely and directly results in the Permanent Partial Disability of the Insured Person which is of the nature specified in the table below within 365 days from the date of the Accident, we will pay the amount specified in the table below:

	Percentage of the	
Nature of Permanent Partial Disability	Sum Insured	
	payable	

Acko General Insurance Limited, 2<sup>nd</sup> Floor, #36/5, Hustlehub One East, Somasandrapalya 27<sup>th</sup> Main Rd, Sector 2, HSR Layout, Bengaluru, Karnataka, 560102 IRDAI Reg No: 157 | CIN: U66000KA2016PLC138288 | UIN: HSN: 9971 | GST: 27AAOCA9055C1ZJ | Mail: <u>hello@acko.com</u>

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N	ature of Permanent Partial Disability	Percentage of the Sum Insured payable			
i.	Total and irrecoverable loss of sight in one eye	50%			
ii.	Loss of one hand or one foot	50%			
iii.	Loss of all toes - any one foot	10%			
iv.	Loss of toe great - any one foot	5%			
ν.	Loss of toes other than great, if more than one toe lost, each	2%			
vi.	Total and irrecoverable loss of hearing in both ears	50%			
vii.	Total and irrecoverable loss of hearing in one ear	15%			
viii.	Total and irrecoverable loss of speech	50%			
ix.	Loss of four fingers and thumb of one hand	40%			
х.	Loss of four fingers	35%			
xi.	Loss of thumb- both phalanges	25%			
xii.	Loss of thumb- one phalanx	10%			
xiii.	Loss of index finger-three phalanges	10%			
xiv.	Loss of index finger-two phalanges	8%			
XV.	Loss of index finger-one phalanx	4%			
xvi.	Loss of middle/ring/little finger-three phalanges	6%			
xvii.	Loss of middle/ring/little finger-two phalanges	4%			
xviii.	Loss of middle/ring/little finger-one phalanx	2%			

This Benefit will be payable provided that:

- a. The Permanent Partial Disability continues for a period of at least 180 days from the commencement of the Permanent Partial Disability and the Disability Certificate issued by the treating Medical Practitioner at the expiry of the 180 days confirms that there is no reasonable medical hope of improvement;
- b. If the Insured Person suffers a loss that is not of the nature of Permanent Partial Disability specified in the table above, then the independent medical advisors will determine the degree and percentage of such disability;
- c. We will not make any payment under this Benefit if We have already paid or accepted any claims under the Policy in respect of the Insured Person and the total amount paid or payable under the claims is cumulatively greater than or equal to the Sum Insured for that Insured Person;
- d. If a claim is accepted under this Benefit in respect of an Insured Person and the amount due under this benefit and claims already admitted under Benefit 4.1.1. (Accidental Death Benefit), Benefit 4.1.2 (Permanent Total Disability) and Benefit 4.1.3 (Permanent Partial Disability) in respect of the Insured Person will cumulatively exceed the Common Death or Disability Sum Insured then Our maximum, total and cumulative liability under any and all such claims will be limited to the Common Death or Disability Sum Insured.
- e. On the acceptance of a claim under this Benefit, the Insured Person's insurance cover under this Policy shall continue, subject to the availability of the Sum Insured and the Common Death or Disability Sum Insured.

# 5. EMI Protection

- If an Insured Person is unable to pay the EMI Amounts payable under his/her Loan due to an Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance, suffered or contracted during the Coverage Period, then We will pay an amount equal to the EMI Amount which is due on the Insured's outstanding Loan in the number of months immediately following the date of such occurrence, as is specified in the Policy Schedule / Certificate of Insurance, subject to this amount not exceeding the amount specified in the Policy Schedule / Certificate of Insurance.
- Amortization Chart means a complete table of periodic loan payments, showing the amount of principal loan amount and the amount of interest that comprise each payment or EMI, as the case

may be, until the Loan is paid off at the end of its term.

This Insuring Clause will be payable provided that:

- a. Any payments that are overdue and unpaid by the Insured prior to the occurrence of the event giving rise to a claim under this Insuring Clause will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.
- b. The Benefit will not apply to any voluntary and uninsurable events, which are caused by or with the knowledge of the Insured Person, or which are against public policy, criminal or fraudulent under applicable law.
- c. The treatment required by the Insured Person is for Medically Necessary Treatment and is commenced and continued on the written advice of the treating Medical Practitioner.
- d. For the purpose of claim settlement against any cover under this Policy, the Amortization Chart prepared by the bank/financial institution as on the date of Loan disbursement or commencement of the Coverage Period (whichever is later) shall be considered wherever applicable.
- e. Any additional amounts falling due as a penalty or charge by way of a default in repayment will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

#### 6. In-patient Hospitalization Fixed Benefit

We will pay a fixed benefit amount, in the event of a Hospitalization solely and directly due to the Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance.

#### 7. Day Care Treatment Cover

We will indemnify the Medical Expenses incurred towards the Day Care Treatment or Surgery undertaken that requires less than 24 hours Hospitalization due to advancement in technology and which is undertaken by an Insured Person in a Hospital / Nursing Home / Day Care Centre for the Illness or Injury, as specified in the Policy Schedule / Certificate of Insurance. Any treatment in Out-Patient department is not covered under this Benefit.

# Section D. Exclusions I. Specific Exclusions (For Benefits 1,2,3 mentioned above)

We shall not be liable to make any payment for any claim under the Policy in respect of an Insured Person, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

- 1. Any Illness or Critical Illness arising within first 30 days of the Risk Commencement Date
- Any Illness or Critical Illness arising within the Waiting Period(s) specified in the Schedule or Certificate of Insurance. This Waiting Period commences at the Risk Commencement Date and concurrently with the first 30 days of the Risk Commencement Date specified in Exclusion (a) of this Section.
- 3. The above Waiting Periods in Exclusions (a) and (b) and the Specific Exclusions to Benefit 1 (Hospital Daily Allowance) would be considered to have been served if the Insured Person was insured continuously and without interruption for at least 1 year under another Indian insurer's individual health / Family Health insurance policy for the reimbursement of medical costs for inpatient treatment in a Hospital.
- 4. Any Pre-Existing Disease, or any Injury or condition arising out of a Pre-Existing Disease, or any complication arising therefrom.
- 5. Suicide or attempted suicide, intentional self-inflicted Injury or acts of self-destruction, whether the Insured Person is medically sane or insane.
- 6. Any change of profession after inception of the Policy which results in the enhancement of Our risk

under the Policy, if not accepted and endorsed by Us on the Certificate of Insurance.

- 7. Any External Congenital Anomalies or in consequence thereof.
- 8. Any certification provided by a Medical Practitioner who shares the same residence as the Insured Person or who is a member of the Insured Person's family.
- 9. Any claim directly or indirectly caused by or associated with any venereal disease or sexually transmitted disease.
- Any claim directly or indirectly caused due to or associated with human T-call Lymph tropic virus type III (HTLV-III or IITLB-III) or Lymphadinopathy Associated Virus (LAV) and its variants or mutants, Acquired Immune Deficiency Syndrome (AIDS) whether or not arising out of HIV, AIDS related complex syndrome (ARCS) and any injury caused by and/or related to HIV.
- 11. Hospitalization, if applicable, for the following treatments:
  - i. Laser treatment for correction of eye due to refractive error;
  - ii. Aesthetic or change-of-life treatments of any description such as sex transformation operations, treatment towards changes in appearance or any procedure which is aimed to improve physical appearance;
  - iii. Cosmetic treatments (including any complications arising out of cosmetic treatments) unless necessitated by traumatic Injury, or Illness;
  - iv. Vaccination or inoculation unless forming a part of post-animal bite treatment;
  - v. Treatment of obesity (including morbid obesity) and any other weight control program, general debility, convalescence, run—down conditions, rest cure, treatment of sleep apnea.
  - vi. Naturopathy Treatments.
  - Vii. Sterility, treatment whether to effect or to treat infertility; any fertility, subfertility or assisted conception procedure; surrogate or vicarious pregnancy; birth control, contraceptive supplies or services including complications arising due to supplying services;
  - viii. Any dental treatment or Surgery of a corrective, cosmetic or aesthetic nature unless carried out under general anaesthesia and is necessitated by Illness or Injury during the Coverage Period.
- 12. Any claim arising from or caused due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen.
- 13. Any claim arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent.
- 14. Any claim caused by participation of the Insured Person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 15. Any claim arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, public defence, rebellion, revolution, insurrection, military or usurped power.
- 16. Any claim arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
- 17. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disability or death.
- 18. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disability or death.

# II. Specific Exclusions (For Benefit 4 mentioned above)

We shall not be liable to make any payment for any claim under the Policy in respect of an Insured Person, arising from or caused by any of the following:

- 1. Any Pre-Existing Disease unless disclosed to Us in advance, and coverage for such Pre-Existing Disease is expressly extended and endorsed by Us on the Certificate of Insurance.
- 2. Suicide or attempted suicide, intentional self-inflicted Injury or acts of self-destruction, whether the Insured Person is medically sane or insane.

- 3. Working in underground mines, tunnelling or explosives, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaging in Hazardous Activities.
- 4. Any change of profession after inception of the Policy which results in the enhancement of Our risk under the Policy, if not accepted and endorsed by Us on the Policy Schedule / Certificate of Insurance.
- 5. Medical or surgical treatment except as necessary solely and directly as a result of an Accident.
- 6. Certification of disability by a family member, or a person who stays with the Insured Person, or from persons not registered as Medical Practitioners under the respective Medical Councils, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for.
- 7. Death or disability arising from or caused due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen by the Insured Person.
- 8. Death or disability arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion with criminal intent.
- 9. Death or disability resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy or a consequence thereof including ectopic pregnancy unless specifically arising due to Accident.
- 10. Death or disability caused by participation of the Insured Person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 11. Death or disability arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, participation in any naval, military or air-force operation, civil war, public defence, rebellion, revolution, insurrection, military or usurped power.
- 12. Death or disability or Injury arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.
- 13. Death or disability caused other than by an Accident.
- 14. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disability or death.
- 15. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) microorganisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disability or death.

# III. Specific Exclusions (For Benefits 5,6,7 mentioned above)

We shall not be liable to make any payment for any claim under the Policy in respect of an Insured Person, arising from or caused by any of the following:

- 1. Stem cell implantation/Surgery, harvesting, storage or any kind of Treatment using stem cells.
- Dental Treatment, dentures or Surgery of any kind unless necessitated due to an Accident and requiring minimum 24 hours Hospitalization. Treatment related to gum disease or tooth disease or damage unless related to irreversible bone disease involving the jaw which cannot be treated in any other way.
- 3. Circumcision unless necessary for Treatment of an Illness or Injury not excluded hereunder or due to an Accident.
- 4. Birth control procedures, contraceptive supplies or services including complications arising due to supplying services, hormone replacement therapy and voluntary termination of pregnancy, surrogate

or vicarious pregnancy.

- 5. Routine medical, eye examinations, cost of spectacles, laser Surgery for cosmetic purposes or corrective Surgeries or contact lenses.
- 6. Ear examinations, cost of hearing aids or cochlear implants.
- 7. Vaccinations except post-bite Treatment.
- 8. Any physical, psychiatric or psychological examinations or testing, any Treatment and associated expenses for alopecia, baldness, wigs, or toupees and hair fall Treatment and products, issue of medical certificates and examinations as to suitability for employment or travel.
- 9. Laser Surgery for Treatment of focal error correction other than for focal error of +/- 7 or more and is a Medically Necessary Treatment.
- 10. Vitamins and tonics unless forming part of Treatment for Illness or Injury and prescribed by a Medical Practitioner.
- 11. Instrument used in Treatment of Sleep Apnea Syndrome (C.P.A.P.) and Continuous Peritoneal Ambulatory Dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial Asthmatic condition, Infusion pump or any other external devices used during or after Treatment.
- 12. Artificial life maintenance, including life support machine use, where such Treatment will not result in recovery or restoration of the previous state of health.
- 13. Treatment for developmental problems including learning difficulties eg. Dyslexia, behavioural problems including attention deficit hyperactivity disorder (ADHD).
- 14. Treatment for general debility, ageing, convalescence, sanatorium Treatment, rehabilitation measures, private duty nursing, respite care, run down condition or rest cure.
- 15. External Congenital Anomaly or defects, inherited disorders or any complications or conditions arising therefrom including any developmental conditions of the Insured Person.
- 16. Sterility, fertility, infertility including IVF and other assisted conception procedures and its complications, subfertility, impotency, venereal disease, puberty, menopause.
- 17. Intentional self-Injury, suicide or attempted suicide (whether sane or insane).
- 19. Certification / diagnosis / Treatment by a family member, or a person who stays with the Insured Person, or from persons not registered as Medical Practitioners under the respective Medical Councils, or from a Medical Practitioner who is practicing outside the discipline that he is licensed for, or any diagnosis or Treatment that is not scientifically recognised or Unproven/Experimental treatment, or any form of clinical trials or any kind of self-medication and its complications.
- 20. Ailment requiring Treatment due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen and Treatment for de-addiction, or rehabilitation by the Insured Person.
- 21. Any Illness or Hospitalization arising or resulting from the Insured Person or any Dependents committing any breach of law with criminal intent.
- 22. Any Treatment received in convalescent homes, convalescent Hospitals, health hydros, nature cure clinics or similar establishments.
- 23. Prostheses, corrective devices and and/or Medical Appliances, which are not required intraoperatively for the Illness / Injury for which the Insured Person was Hospitalised.
- 24. Any stay in Hospital without undertaking any Treatment or any other purpose other than for receiving eligible Treatment of a type that normally requires a stay in the Hospital.
- 25. Any Cosmetic Surgery, aesthetic Treatment unless forming part of Treatment for cancer or burns, any elective Surgery or cosmetic procedure that improve physical appearance, Surgery for sex change or Treatment of obesity/morbid obesity (unless certified to be life threatening) and weight control programs, or Treatment/Surgery / complications/Illness arising as a consequence thereof.
- 26. Treatment received outside India.
- 27. Any robotic, remote Surgery or Treatment using cyber knife.
- 28. Charges incurred primarily for diagnostic, X-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and Treatment even if the same requires

confinement at a Hospital.

- 29. Costs of donor screening or costs incurred in an organ transplant Surgery involving organs not harvested from a human body.
- 30. Any Injury caused while engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports or involving a naval military or air force operation.
- 31. Injury caused whilst flying or taking part in aerial activities (including cabin) except as a fare-paying passenger in a regular scheduled airline or air charter company.
- 32. All Illness/expenses caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel nuclear, chemical or biological attack.
- 33. All expenses directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities, civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
- 34. All non-medical expenses including but not limited to convenience items for personal comfort not consistent with or incidental to the diagnosis and Treatment of the Illness/Injury for which the Insured Person was Hospitalised, such as, ambulatory devices, walker, crutches, belts, collars, splints, slings, braces, stockings of any kind, diabetic footwear, glucometer/thermometer and any medical equipment that is subsequently used at home except when they form part of room expenses.
- 35. For complete list of non-medical expenses, please refer to the Annexure II "Non-Medical Expenses" and also on Our website. Any opted Deductible (Per claim / Aggregate / Group) amount or percentage of admissible claim under Co-Payment, Sub Limit if applicable and as specified in the Policy Schedule / Certificate of Insurance to this Policy.
- 36. Any physical, or medical condition or Treatment or service that is specifically excluded in the Policy Schedule / Certificate of Insurance under special conditions.

# **Section E. General Terms and Clauses**

# I.Standard General Terms and Clauses

### 1. Disclosure of Information

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

"Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk.

## 2. Fraud

If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on insured person's behalf to obtain any Benefit under this policy, all Benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later

shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

a. the suggestion, as a fact of that which is not true and which the insured person does not believe to be true;

b. the active concealment of a fact by the insured person having knowledge or belief of the fact;

c. any other act fitted to deceive; and

d. any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy Benefits on the ground of Fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

#### 3. Redressal of Grievance

In case of a grievance the insured Person can contact the company through:

Our website: https://www.acko.com/health-insurance/

Toll Free : 1800 266 2256

Email: hello@acko.com

Courier: ACKO General Insurance Limited, 2nd Floor, #36/5, Hustlehub One East, Somasandrapalya, 27th Main Rd, Sector 2, HSR Layout, Bengaluru, Karnataka 560102

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 Chief Grievance Officer Acko General Insurance Limited 36/5 Hustlehub One East, Somasandrapalya, 27th Main Road Sector 2, HSR Layout, Karnataka Bangalore – 560102 **Phone:** 1800 266 2256 (Toll-Free) or 1860 266 2256 Email: <u>gro@acko.com</u>

For updated details of grievance officer, refer the link https://www.acko.com/customer-service/grievance-redressal/

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 Ombudsman offices are provided on Our website and in this Policy at Annexure II.

Grievance may also be lodged at IRDAI Integrated Grievance Management System -

https://igms.irdai.gov.in/

#### II. Specific terms and clauses

**1. Material Information**: Material information to be disclosed includes every matter that You are aware of, or could reasonably be expected to know, that relates to questions in the Proposal

Form/personal statement and which is relevant to Us in order to accept the risk of insurance. You must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement of the contract We may, adjust the scope of cover and / or premium, if necessary, accordingly.

**2. Alterations in the Policy:** This Policy constitutes the complete contract of insurance. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed and stamped by Us.

**3. Condition Precedent & Premium Payments:** The fulfilment of the terms and conditions of this Policy including the payment of premium by the due dates mentioned in the Schedule or the Certificate of Insurance and the correct disclosures in a complete manner in the proposal form insofar as they relate to anything to be done or complied with by You or any Insured Person shall be Conditions Precedent to Our liability.

**4. Geography & Policy Currency:** This Policy applies to events or occurrences taking place in the Geographical Scope specified in the Policy Schedule / Certificate of Insurance. All payments under this Policy will only be made in the currency specified in the Policy Schedule.

**5. Grace Period & Renewal:** The Policy may be renewed by mutual consent and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy. We will not be liable to pay for any claim arising out of an Injury or Accident that occurred during the Grace Period. Renewals will not be denied except on grounds of misrepresentation, moral hazard, fraud, non-disclosure of material facts or non-co-operation by the Insured Person. We may, revise the Renewal premium payable under the Policy or the terms of cover, provided that all such changes are approved in accordance with the IRDAI rules and regulations as applicable from time to time. Renewal premium will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.

**6. Governing Law & Dispute Resolution**: Any and all disputes or differences under or in relation to this Policy will be determined by the Indian Courts and subject to Indian law.

**7. Notices & Communications:** Any notice or communication in relation to this Policy will be in writing and if it is to: i) You or any Insured Person, then it will be sent to You at Your address specified in the Schedule and You will act for all Insured Persons for these purposes. ii) Us, it will be delivered to Our address specified in the Schedule. No insurance agents, insurance intermediaries or other person or entity is authorised to receive any notice or communication on Our behalf.

**8. Electronic Transactions:** You agree to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirm that all transactions effected facilities for conducting remote transactions such as the Internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.

**9.** Arbitration: "The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996."

**10. Assignment:** The Policy and the benefits under this Policy can be assigned in only in accordance with applicable law. For Loan linked policies only, if opted, agreed per the applicable Loan agreement and specified as such in the Certificate of Insurance, it is hereby declared and agreed that:

i. From the commencement of the Coverage Period, any claims payable by Us to the Insured Person, and all rights, titles, benefits and interest of the Insured Person under this Policy stand assigned in favour of the bank/financial institution as specified in the Certificate of Insurance;

ii. Upon any claim becoming payable under this Policy, the same shall be paid by Us to the financial

institution as specified in the Certificate of Insurance, without any reference/ notice to the Insured Person, but not exceeding the Principal Outstanding Amount which is due to the financial institution on the date that the claim becomes payable. In the event of any claim amount payable under this Policy exceeding the Principal Outstanding Amount, We shall pay such component of the claim amount as is exceeding the Principal Outstanding Amount to the Insured Person;

iii. The receipt of such claim amount in the manner aforesaid by the financial institution specified in the Certificate of Insurance, and/or the Insured Person shall completely discharge Us from all liability under the Policy and shall be binding on the Insured Person and his/her heirs, executors, administrators, successors or legal representatives, as the case may be.

**11. Portability:** Upon the Insured Person ceasing to be an employee/member of the group administrator/Master Policyholder, such Insured Person shall have the option to migrate to an approved retail health insurance policy available with Us, provided that:

i) Continuity of benefits will be provided for the period based on the number of years of continuous coverage under this Policy with Us.

ii) We should have received the application for Portability with complete documentation at least 45 days before ceasing to be a member of the group administrator/Master Policyholder.

iii) For porting to another health insurance policy available with Us, We may subject such proposal to Our medical underwriting and decide the terms and conditions upon which We may offer cover, the decision as to which shall be in Our sole and absolute discretion.

After maintaining the retail health insurance policy with Us, the Insured Person may port the policy to any other retail product offered in the market in accordance with applicable law.

**12. Free Look Period:** You have a period of 15 days (30 days if the Policy is sold through distance marketing) from the date of receipt of the Policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of cancelling the Policy stating the reasons for cancellation and You will be refunded the premium paid by You after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. You can cancel Your Policy only if no claims have been made under Acko General Insurance Limited Secure Shield Acko General Insurance Limited 3rd Floor, F-wing, Lotus Corporate Park, Goregaon East, Mumbai, Maharashtra 400063 IRDAI Reg No: 157 | CIN: U66000MH2016PLC287385 | UIN: ACKHLGP19065V011819 www.acko.com | Toll free: 1860 266 2256 | Mail: hello@acko.com Page 9 of 25 the Policy. All Your rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of Renewal of the Policy

# 13. Cancellation/Termination of the Policy (other than cancellation in the Free Look Period):

i. You may terminate this Policy at any time by giving Us written notice, and the Policy will terminate when such written notice is received. If no claim has been made under the Policy, then We will refund the premium in accordance with the table below:

CANCELLATION PERIOD	% OF PREMIUM
Within 25% of the Coverage Period	60%
25%-50% of the Coverage Period	40%
50%-75% of the Coverage Period	20%
Exceeding 75% of the Coverage Period	0%

Acko General Insurance Limited, 2<sup>nd</sup> Floor, #36/5, Hustlehub One East, Somasandrapalya 27<sup>th</sup> Main Rd, Sector 2, HSR Layout, Bengaluru, Karnataka, 560102 IRDAI Reg No: 157 | CIN: U66000KA2016PLC138288 | UIN: HSN: 9971 | GST: 27AAOCA9055C1ZJ | Mail: <u>hello@acko.com</u> ii. We may at any time terminate this Policy on grounds of misrepresentation, fraud or nondisclosure of material facts by You or any Insured Person upon 30 days' notice by sending an endorsement to Your address shown in the Schedule without refund of premium.

# **Section F. Other terms and conditions**

# **Claims Procedure & Requirements**

The fulfillment of the terms and conditions of this Policy (including payment of premium by the due dates mentioned in the Schedule or Certificate of Insurance) insofar as they relate to anything to be done or complied with by You or any Insured Person, including complying with the procedures and requirements in relation to claims, shall be Conditions Precedent to Our liability under this Policy.

For details on the claims procedures and requirements or any assistance during the process, We may be contacted at Our call centre on the toll free number specified in the Schedule or through Our website.

**a.** Claims Procedure: On the occurrence of or discovery of any event which may give rise to a claim under this Policy, We shall be provided with the following necessary information and documentation in respect of the claim within 30 days of the occurrence of the Insured Person's Injury, including but not limited to:

Name of Benefit	Documents required
Common Documents	<ul> <li>Our claim form duly completed and signed;</li> <li>Name and address of the Insured Person in respect of whom the claim is being made;</li> <li>Copies of valid KYC documents of the Nominee/claimant, any other regulatory requirements, as amended from time to time;</li> </ul>
Hospital Daily Allowance	<ul> <li>Final Hospital Discharge Summary in original / self-attested copies if the originals are submitted with another insurer.</li> <li>Final Hospital Bill in original / self-attested copies if the originals are submitted with another insurer.</li> <li>Original doctor consultation notes and Indoor Case Paper (ICD)/ or medical investigation reports from outside the hospital prior to hospitalization</li> <li>Copy of First Information Report (FIR) / Panchnama duly attested by the concerned police station. (if this cover being claimed for is admissible in event of an accident)</li> <li>Copy of Medico Legal Certificate (MLC) duly attested by the concerned hospital. (if Hospital Cash being claimed for is admissible in event of an accident)</li> <li>Legal heir certificate &amp; NOC from any other legal heir(s) if so exists (in absence nomination)</li> </ul>
Loss of Job	<ul> <li>Income Tax Return (ITR) for number of years specified in Certificate of Insurance</li> <li>Proof of Employment (Appointment Letter)</li> <li>Latest copy of Salary Revision (if any)</li> <li>Salary slip for last 3 months</li> <li>Form 16 (if applicable)</li> <li>Contact details of Employer</li> <li>Proof of Loan taken and EMIs due (in cases where EMI is Sum Insured) from bank/financial institution where such loan has been taken</li> <li>Reason for Retrenchment mentioned in the Relieving Letter</li> </ul>
Critical Illness Cover	<ul> <li>Nature of Critical Illness</li> <li>Medical Certificate from treating Doctor</li> <li>Details of any other related document Medical Bills with Prescription</li> <li>Medical reports, case histories, investigation reports, treatment papers as applicable</li> <li>Medical Investigations report with prescription First Consultation and subsequent prescription</li> <li>Discharge summary</li> </ul>

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Personal Accident Category	<ul> <li>Copies of valid KYC documents of the Nominee/claimant (such as Passport/ PAN Card/Aadhar number etc);</li> <li>Legal heir certificate, in the event of death where the Nominee is also</li> </ul>
EMI Protection	<ul> <li>deceased or information about the Nominee has not been provided by the proposer at the time of policy issuance.</li> <li>Copy of FIR/MLC</li> <li>Hospital main bill, break-up bill, bill payment receipt, discharge summary,</li> </ul>
In-patient Hospitalization Fixed Benefit	<ul> <li>operation theatre notes, Doctor's request for investigation</li> <li>Death Certificate attested by issuing/ appropriate authority.</li> <li>Leave certificate from the employer (Hospitalization claims)</li> <li>Name and address of the attending Medical Practitioner</li> <li>Medical reports, case histories, investigation reports, treatment papers as applicable</li> </ul>
Day Care Treatment Cover	<ul> <li>Discharge summary/certificate</li> <li>Certification of disability along with percentage of disability/ Photograph of the injured with reflecting disablement (if applicable);</li> <li>Any other information relevant to the Injury/Hospitalization/illness</li> <li>Additional documents depending on the nature of the claim will be requested as and when required (if applicable)</li> </ul>

Acko reserves the rights to investigate any suspicious claims whenever necessary & expect full cooperation from its partner/You/claimant for a speedy closure.

## b. Other Claims Requirements:

i. If any claim is not made within the time period of 30 Days, then We will condone such delay on merits only where the delay has been proved to be for reasons beyond the claimant's control.

ii. We/Our representatives must be given all reasonable co-operation in investigating the claim in order to assess Our liability and quantum in respect of such claim.

iii. If requested by Us and at Our cost, the Insured Person must submit to medical examination by the Independent nominated Medical Practitioner as often as We consider reasonable and necessary and We/Our representatives must be permitted to inspect the medical and Hospitalization records pertaining to the Insured Person's Injury and treatment and to investigate the facts surrounding the claim.

iv. The directions, advice and guidance of the treating Medical Practitioner shall be strictly followed. We shall not be obliged to make any payments that are brought about or contributed to as a consequence or failure to follow such directions, advice or guidance.

#### c. Claims Payment:

i. We shall be under no obligation to make any payment under this Policy unless We have received all premium payments in full and on time, and all payments have been realised and We have been provided with the documentation and information We have requested to establish the circumstances of the claim, its quantum or Our liability for it, and unless the Insured Person has complied with his obligations under this Policy.

ii. We shall make the payment of claim that has been admitted as payable by Us under the Policy within 30 days of submission of all necessary documents and information and any other additional information required for the settlement of the claim. Where the circumstances of a claim warrant an investigation in Our opinion, We shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, We shall settle the claim within 30 days from the date of receipt of last necessary document.

iii. We will only make payment to You under this Policy, or as per any applicable assignment under this Policy and such receipt shall be considered as the complete discharge of Our liability against any claim under this Policy. Where no assignment of benefits is applicable, We will make payment to the Nominee (as named in the Certificate of Insurance) in the event of the death of the Insured Person.

iv. All claims will be investigated (as required) and settled in accordance with the applicable regulatory guidelines, including the IRDAI (Protection of Policyholders Interests) Regulations, 2017.

v. In case of delay in payment of any claim that has been admitted as payable by Us under the Policy, beyond the time period as prescribed under IRDAI (Protection of Policyholders Interests) Regulations, 2017, We shall pay interest at a rate which is 2% above the bank rate where "bank rate" shall mean the bank rate fixed by the Reserve Bank of India at the beginning of the financial year in which claim has fallen due.

# **Section G Annexures**

# Annexure A: Critical Illness

The Critical Illnesses defined below shall be covered under the Critical Illness Benefit in the below combination, as may be specified in the Schedule or Certificate of Insurance:

S.NO.	CRITICAL ILLNESS	GROUP			
		15 Cl's	18 Cl's	25 Cl's	36 Cl's
1	Cancer of Specified Severity	$\checkmark$	$\checkmark$	$\checkmark$	
2	Kidney Failure Requiring Regular Dialysis	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
3	Multiple Sclerosis with Persisting Symptoms	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
4	Major Organ / Bone Marrow Transplant	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
5	Open Heart Replacement or Repair of Heart Valves	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
6	Open Chest CABG	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
7	Permanent Paralysis of Limbs	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
8	Myocardial Infarction (First Heart Attack – of Specific Severity)	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
9	Stroke Resulting in Permanent Symptoms	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
10	Benign Brain Tumor	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
11	Parkinson's Disease	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
12	Coma of Specified Severity	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
13	End Stage Liver Failure	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
14	Alzheimer's Disease	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
15	Aorta Graft Surgery	$\checkmark$	$\checkmark$	$\checkmark$	$\checkmark$
16	Major Burns	×	$\checkmark$	$\checkmark$	$\checkmark$
17	Loss of Hearing (Deafness)	×	$\checkmark$	$\checkmark$	$\checkmark$
18	Loss of Speech	×	$\checkmark$	$\checkmark$	$\checkmark$
19	Loss of Vision (Blindness)	×	×	$\checkmark$	$\checkmark$
20	Motor Neurone Disease with Permanent Symptoms	×	×	$\checkmark$	
21	Loss of Limbs	×	×	$\checkmark$	$\checkmark$
22	Aplastic Anaemia	×	×	$\checkmark$	$\checkmark$
23	End Stage Lung Failure	×	×	$\checkmark$	$\checkmark$
24	Primary (Idiopathic) Pulmonary Hypertension	×	×	$\checkmark$	$\checkmark$
25	Bacterial Meningitis	×	×	$\checkmark$	$\checkmark$
26	Apallic Syndrome or Persistent Vegetative State (PVS)	×	×	×	$\checkmark$
27	Coronary Angioplasty (PTCA)[1]	×	×	×	$\checkmark$
28	Encephalitis	×	×	×	$\checkmark$

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#### Acko General Insurance Limited Acko Secure Shield Plus

Fulminant Hepatitis	×	×	×	$\checkmark$
Chronic Relapsing Pancreatitis	×	×	×	$\checkmark$
Major Head Trauma	×	×	×	$\checkmark$
Medullary Cystic Disease	×	×	×	$\checkmark$
Muscular Dystrophy	×	×	×	$\checkmark$
Poliomyelitis	×	×	×	$\checkmark$
Systemic Lupus Erythematous	×	×	×	$\checkmark$
Brain Surgery	×	×	×	$\checkmark$
	Chronic Relapsing Pancreatitis Major Head Trauma Medullary Cystic Disease Muscular Dystrophy Poliomyelitis Systemic Lupus Erythematous	Chronic Relapsing Pancreatitis×Major Head Trauma×Medullary Cystic Disease×Muscular Dystrophy×Poliomyelitis×Systemic Lupus Erythematous×	Chronic Relapsing Pancreatitis×Major Head Trauma×Medullary Cystic Disease×Muscular Dystrophy×Poliomyelitis×Systemic Lupus Erythematous×	Chronic Relapsing Pancreatitis×××Major Head Trauma×××Medullary Cystic Disease×××Muscular Dystrophy×××Poliomyelitis×××Systemic Lupus Erythematous×××

# Listing of Critical Illnesses

#### 1. Cancer of Specific Severity

- A malignant tumor characterized by the uncontrolled growth & 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
  - All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or noninvasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & 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 lymphocyctic leukaemia less than RAI stage 3;
  - vii) Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification;
  - viii) All Gastro-Intestinal Stromal Tumours 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 heart attack or 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 Myocardial Infarction should be evidenced by all of the following criteria:
    - i) A 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.
  - II) The following are excluded:
    - i) Other acute Coronary Syndromes
    - ii) Any type of angina pectoris
    - iii) A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

#### 3. Open Chest CABG

- I) 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.
- II) The following are excluded:
  - i) Angioplasty and/or any other intra-arterial procedures
- 4. Open Heart Replacement or Repair of Heart Valves
  - I) 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. Kidney Failure Requiring Dialysis

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

## 6. Stroke Resulting in Permanent Symptoms

- I) Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extracranial 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.
- II) The following are excluded:
  - i) Transient ischemic attacks (TIA)
  - ii) Traumatic injury of the brain
  - iii) Vascular disease affecting only the eye or optic nerve or vestibular functions.

## 7. Major Organ/Bone Marrow Transplant

- I) 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.
- II) The following are excluded:
  - i) Other stem-cell transplants
  - Where only islets of langerhans are transplanted

#### 8. Permanent Paralysis of Limbs

I) 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.

# 9. 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) Other causes of neurological damage such as SLE is excluded.

#### **10. Coma of Specified Severity**

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

#### **11. Motor Neuron Disease with Permanent Symptoms**

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

## 12. Blindness

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

#### **13. Third Degree Burns**

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

#### 14. Parkinson's Disease

- I) The unequivocal diagnosis of progressive, degenerative idiopathic Parkinson's disease by a Neurologist acceptable to Us.
- II) The diagnosis must be supported by all of the following conditions:
  - i) the disease cannot be controlled with medication;
  - ii) signs of progressive impairment; and
  - iii) inability of the Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:
- III) Activities of daily living:
  - Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;

- ii) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii) Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
- iv) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v) Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
- vi) Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence
- IV) Parkinson's disease secondary to drug and/or alcohol abuse is excluded.

## 15. Benign Brain Tumor

- 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.
  - i) Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
  - ii) Undergone surgical resection or radiation therapy to treat the brain tumor.
- III) The following conditions are **excluded**:

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

#### **16.** Alzheimer's Disease

I) Alzheimer's disease is a progressive degenerative Illness of the brain, characterised by diffuse

atrophy throughout the cerebral cortex with distinctive histopathological changes. It affects the brain, causing symptoms like memory loss, confusion, communication problems, and general impairment of mental function, which gradually worsens leading to changes in personality.

- II) Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Insured Person. The diagnosis must be supported by the clinical confirmation of a specialist Medical Practitioner (Neurologist) and supported by Our appointed Medical Practitioner, evidenced by findings in cognitive and neuro radiological tests (e.g. CT scan, MRI, PET scan of the Brain). The disease must result in a permanent inability to perform three or more Activities with Loss of Independent Living or must require the need of supervision and permanent presence of care staff due to the disease. This must be medically documented for a period of at least 90 days
- III) The following conditions are however not covered:
  - i) non-organic diseases such as neurosis and psychiatric Illnesses;
  - ii) alcohol related brain damage; and
  - iii) any other type of irreversible organic disorder/dementia.

#### 17. Aorta Graft Surgery

I) The actual undergoing of major Surgery to repair or correct aneurysm, narrowing, obstruction

or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this cover the definition of "**Aorta**" shall mean the thoracic and abdominal aorta but not its branches.

- II) The Insured Person understands and agrees that We will not cover:
  - i) Surgery performed using only minimally invasive or intra arterial techniques.
  - ii) Angioplasty and all other intra arterial, catheter based techniques, "keyhole" or laser procedures
- III) The Aorta is the main artery carrying blood from the heart. Aortic Graft Surgery benefit covers Surgery to the Aorta wherein part of it is removed and replaced with a graft.

## 18. Deafness

I) Total and irreversible loss of hearing in both ears as a result of illness or accident. This 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.

## 19. Loss of Limbs

 The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

#### 20. Loss of Speech

 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 and Ear, Nose, Throat (ENT) specialist.

#### 21. Aplastic Anaemia

- I) Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:
  - i) Blood product transfusion;
  - ii) Marrow stimulating agents;
  - iii) Immunosuppressive agents; or
  - iv) Bone marrow transplantation.
- II) The diagnosis must be confirmed by a haematologist using relevant laboratory investigations including Bone Marrow Biopsy resulting in bone marrow cellularity of less than 25% which is evidenced by any two of the following:
  - i) Absolute neutrophil count of 500/mm<sup>3</sup> or less
  - ii) Platelets count less than 20,000/mm<sup>3</sup> or less
  - iii) Absolute Reticulocyte count of 20,000/mm<sup>3</sup> or less
- III) Temporary or reversible Aplastic Anaemia is excluded.
- IV) In this condition, the bone marrow fails to produce sufficient blood cells or clotting agents.

# 22. End Stage Liver Failure

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

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- iii) Hepatic encephalopathy.
- **II)** Liver failure secondary to alcohol or drug abuse is **excluded**.

#### 23. End Stage Lung Failure

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

#### 24. Primary (Idiopathic) Pulmonary Hypertension

- I) An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II) The NYHA Classification of Cardiac Impairment are as follows:
  - i) Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
  - ii) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
  - iii) Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

#### 25. Bacterial Meningitis

- I) Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal chord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 6 weeks resulting in permanent inability to perform three or more Activities for Loss of Independent Living.
- II) This diagnosis must be confirmed by:
  - i) The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
  - ii) A consultant neurologist certifying the diagnosis of bacterial meningitis.

Bacterial Meningitis in the presence of HIV infection is excluded.

#### 26. Apallic Syndrome or Persistent Vegetative State (PVS)

- Apallic Syndrome or Persistent vegetative state (PVS) or unresponsive wakefulness syndrome (UWS) is a universal necrosis of the brain cortex with the brainstem remaining intact. The patient should be in a vegetative state for a minimum of four weeks in order to be classified as UWS, PVS, Apallic Syndrome.
- II) The diagnosis must be confirmed by a Neurologist acceptable to Us and the condition must be documented for at least one month.

III) In this condition, the patient with severe brain damage progresses who was in coma, progresses to a wakeful conscious state, but not in a state of true awareness.

### 27. Coronary Angioplasty (PTCA)

- I) Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50% of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).
- II) Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.
- III) Diagnostic angiography or investigation procedures without angioplasty / stent insertion are excluded.

The maximum benefit pay-out for Coronary Angioplasty is restricted to the Sum Insured or INR 10,00,000, whichever is lesser.

#### 28. Encephalitis

- Severe inflammation of the brain tissue due to infectious agents like viruses or bacteria which results in significant and permanent neurological deficits for a minimum period of 30 days, certified by a specialist Medical Practitioner (Neurologist).
- II) The permanent deficit should result in permanent inability to perform three or more Activities for Loss of Independent Living.

#### III) Exclusions:

i) Encephalitis in the presence of HIV infection is excluded.

#### 29. Fulminant Hepatitis

- I) A sub-massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:
  - i) Rapid decreasing of liver size;
  - ii) Necrosis involving entire lobules, leaving only a collapsed reticular framework;
  - iii) Rapid deterioration of liver function tests;
  - iv) Deepening jaundice; and
  - v) Hepatic encephalopathy.
- II) Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

#### 30. Chronic Relapsing Pancreatitis

An unequivocal diagnosis of Chronic Relapsing Pancreatitis, made by a Registered Doctor who is a specialist in gastroenterology and confirmed as a continuing inflammatory disease of the pancreas characterised by relapses in the form of sub lethal attacks of acute pancreatitis, irreversible morphological change and typically causing pain and/or permanent impairment of function. The condition must be confirmed by elevated levels of pancreatic function tests including serum amylase, serum lipase, and radiographic and imaging evidence. Relapsing Pancreatitis caused directly or indirectly, wholly or partly, by alcohol is excluded

#### 31. Major Head Trauma

 Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

- ii) The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word"permanent" shall mean beyond the scope of recovery with current medical knowledge and technology
- iii) Activities of Daily Living are:
  - i) Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
  - ii) Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
  - iii) Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
  - iv) Mobility: the ability to move indoors from room to room on level surfaces;
  - v) Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
  - vi) Feeding: the ability to feed oneself once food has been prepared and made available.
- iv) The following are excluded:
  - i) Spinal cord injury;

#### 32. Medullary Cystic Disease

A progressive hereditary disease of the kidneys characterised by the presence of cysts in the medulla, tubular atrophy and intestitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic renal failure. The diagnosis must be supported by renal biopsy.

#### **33. Muscular Dystrophy**

- A group of hereditary degenerative diseases of muscle characterised by progressive and permanent weakness and atrophy of certain muscle groups. The diagnosis of muscular dystrophy must be unequivocal and made by a Neurologist acceptable to Us, with confirmation of at least 3 of the following 4 conditions:
  - i) Family history of muscular dystrophy;
  - ii) Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction;
  - iii) Characteristic electromygrom; or
  - iv) Clinical suspicion confirmed by muscle biopsy.
- II) The condition must result in the inability of the Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:

#### 34. Poliomyelitis

- I) The unequivocal diagnosis of infection with the polio virus must be established by a Consultant Neurologist. The infection must result in irreversible paralysis as evidenced by impaired motor function or respiratory weakness. Expected permanence and irreversibility of the paralysis must be confirmed by a Consultant Neurologist after at least 6 months since the beginning of the event.
- II) Exclusions:
  - i) Cases not involving irreversible paralysis will not be eligible for a claim
  - ii) Other causes of paralysis such as Guillain-Barré Syndrome are specifically excluded.

#### 35. Systemic Lupus Erythematous

I) A multi-system, multifactorial, autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. Systemic lupus erythe-matosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V lupus nephritis, established by renal biopsy, and in accordance with the World Health Organization (WHO) classification). The final diagnosis must be confirmed by a registered Medical Practitioner specialising in Rheumatology and Immunology acceptable to Us, Other forms, discoid lupus, and those forms with only haematological and joint involvement are however not covered:

The WHO lupus classification is as follows:

- i) Class I: Minimal change Negative, normal urine.
- ii) Class II: Mesangial Moderate proteinuria, active sediment.
- iii) Class III: Focal Segmental Proteinuria, active sediment.
- iv) Class IV: Diffuse Acute nephritis with active sediment and/or nephritic syndrome.
- v) Class V: Membranous Nephrotic Syndrome or severe proteinuria.

## 36. Brain Surgery

- I) The actual undergoing of surgery to the brain under general anesthesia during which a craniotomy is performed.
- II) Exclusion:
  - i) Burr hole surgery / brain surgery on account of an accident.

# Annexure II: List of Insurance Ombudsman

Where the grievance is not resolved, the insured may, subject to vested jurisdiction, approach the Insurance Ombudsman for the redressal of grievance. The details of the Insurance Ombudsman are available below:

AHMEDABAD - Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor,

Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06, Email: bimalokpal.ahmedabad@cioins.co.in (Jurisdiction: Gujarat, Dadra & Nagar Haveli, Daman and Diu.)

**BENGALURU - Office of the Insurance Ombudsman,** Jeevan Soudha Building,PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049, Email: bimalokpal.bengaluru@cioins.co.in (Jurisdiction: Karnataka.)

**BHOPAL - Office of the Insurance Ombudsman**, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market Bhopal (M.P.)-462 003. Tel.: - 0755-2769201/2769202

Email: bimalokpal.bhopal@cioins.co.in (Jurisdiction: Madhya Pradesh and Chattisgarh.)

**BHUBANESHWAR - Office of the Insurance Ombudsman**, 62, Forest Park, Bhubaneshwar-751 009. Tel.:- 0674- 2596461/2596455 Email: bimalokpal.bhubaneswar@cioins.co.in (State of Odisha.)

**CHANDIGARH - Office of the Insurance Ombudsman** S.C.O. No.101, 102 & 103, 2nd Floor, Batra Building, Sector 17- D, Chandigarh-160 017. Tel.: - 0172- 2706196 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in [Jurisdiction: Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.]

**CHENNAI - Office of the Insurance Ombudsman**, Fathima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI-600 018. Tel.: - 044-24333668 /24335284 Email: bimalokpal.chennai@cioins.co.in [Jurisdiction: Tamil Nadu, PuducherryTown and Karaikal (which are part of Puducherry).]

**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@cioins.co.in (Jurisdiction: Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.)

**GUWAHATI - Office of the Insurance Ombudsman**, Jeevan Nivesh, 5th Floor, S.S. Road, Guwahati-781001 (ASSAM) Tel.: - 0361- 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in (Jurisdiction: Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.) **HYDERABAD - Office of the Insurance Ombudsman**, 6-2-46, 1st Floor, "Moin Court", Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, Hyderabad-500 004. Tel: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in (Jurisdiction: Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.)

**JAIPUR - Office of the Insurance Ombudsman**, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur – 302 005 Tel: 0141-2740363 Email: bimalokpal.jaipur@cioins.co.in (Jurisdiction: Rajasthan.)

**ERNAKULAM - Office of the Insurance Ombudsman**, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, Ernakulam-682 015. Tel.: 0484-2358759/2359338 Email: bimalokpal.ernakulam@cioins.co.in (Jurisdiction: Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.)

**KOLKATA - Office of the Insurance Ombudsman**, Hindustan Building. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA 700 072. Tel.: 033-22124339/22124340 Email: bimalokpal.kolkata@cioins.co.in (Jurisdiction: West Bengal, Sikkim, Andaman & Nicobar Islands.)

**LUCKNOW - Office of the Insurance Ombudsman**, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in (Jurisdiction: Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.)

**MUMBAI - Office of the Insurance Ombudsman**, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), Mumbai – 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31, Email: bimalokpal.mumbai@cioins.co.in [Jurisdiction: Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane).]

**NOIDA - Office of the Insurance Ombudsman**, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P - 201301. Tel.: 0120- 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in (Jurisdiction: State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.)

PATNA - Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road,

Patna 800 001. Tel.: 0612- 2547068 Email: bimalokpal.patna@cioins.co.in (Jurisdiction: Bihar, Jharkhand.)

PUNE of the Insurance Ombudsman, Jeevan Darshan Office Bldg., 3rd Floor, C.T.S. 195 to N.C. Kelkar No.s. 198. Road, Narayan Peth, Pune - 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in [ Jurisdiction: Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region).]

The updated details of Insurance Ombudsman offices are also available at the IRDAI website www.irdai.gov.in, or on the website of Council for Insurance Ombudsmen www.cioins.co.in or on the Company's website at www.acko.com.