

**INDUSIND AUTOLOAN CARE INSURANCE - POLICY WORDING**

**SECTION-1 PREAMBLE**

WHEREAS the Insured / Insured Person designated in the Schedule to this IndusInd Auto Loan Care Insurance Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of the contract and shall be deemed to be incorporated herein, has applied to **IndusInd General Insurance Company Limited** (hereinafter called "the Company") for the insurance hereinafter set forth and paid appropriate premium for the number of days stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Insured / Insured Person or his/her legal representatives, as the case may be, in respect of insured events occurring during the period of insurance, in the manner and to the extent set forth in this Policy.

**SECTION-2 DEFINITIONS**

**"Accident(al)"** is a sudden, unforeseen and involuntary event caused by external, visible & violent means.

**"Auto Loan EMI"** means the equated monthly instalment payable by the Insured to the financial institution for the auto loan.

**"Bank Rate"** means Bank Rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claims has fallen due.

**"Illness"** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

**"Injury"** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a medical practitioner.

**"Insurable/Insured event"** means an event, loss or damage for which the Insured is entitled to benefit/s under this Policy.

**"Insurer"** means Company i.e., IndusInd General Insurance Co. Ltd.

**"Insured Person/Insured"** means the person specifically named as such in the Schedule, who has a permanent place of residence in India and for whom the insurance is proposed and the appropriate premium paid.

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

**"Outstanding Auto loan"** means the amount outstanding on any given day to a financial institution of the principal auto loan and interest thereon payable by the Insured.

**"Permanent Total Disability"** shall mean an injury which shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

- Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and

one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot,

- Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot.

**"Policy"** is the Company's contract of insurance with the policyholder providing cover as detailed in this Policy Terms & conditions, the Proposal Form, Policy Schedule, Endorsements, if any and Annexures, which form part of the contract and must be read together.

**"Policy period"** means the period between the start date and the end date as specified in the Schedule or the cancellation of this policy, whichever is earlier.

**"Pre-existing disease"** means any condition, illness or injury or related condition(s) for which the Insured/Insured person had signs or symptoms and/or were diagnosed and/or received medical advice/ treatment, within 48 months prior to the first policy under which the Insured Person was covered with us.

**"Schedule"** means the document attached name so and to and the forming part of this Policy mentioning the details of the Insured/ Insured Person/s, the Sum Insured, the period and the limits to which benefits under the Policy are subject to.

**"Sum Insured"** means the sum as specified in the schedule, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period.

**"Standard type of aircraft"** means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

**SECTION-3 SCOPE OF COVERAGE**

**Section A - Accidental Death & Permanent Total Disability**

**1. What is covered**

This Section covers the Insured/Insured person up to the Sum Insured specified in the Schedule, against default in payment of his / her auto loan EMIs on account of injury sustained during the Policy Period resulting in death or permanent total disablement, as the case may be, of the Insured within 12 (twelve) calendar months of occurrence of such injury.

Additionally, this Section also provides for reimbursement, in the event of the death of the Insured/Insured Person due to injury outside his/her home, of the expenses incurred for transportation of Insured's dead body to his/her place of residence subject to a maximum of Rs 2,500/- for the entire Policy period.

In case of loans being under joint names of two persons, for each of the borrowers, the Sum Insured for the purpose of claim under this Section, shall be 50% of the total Sum Insured opted by the Insured and mentioned in the Schedule. Similarly in case of loans with more than two persons as joint borrowers, the Sum Insured of the outstanding loan amount will be divided amongst all of them in equal proportion of the Sum Insured, subject otherwise to terms conditions of the Policy.

The maximum liability of the Company shall in no case exceed



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the Sum Insured as mentioned in the Schedule.

**2. Basis of settlement**

Subject to the Sum Insured specified in the Schedule, coverage under this Section shall be as follows:

Nature of Disablement	% of Sum Insured
1. Death	100%
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100%
For the purpose of items 2 i & ii above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	
3. Permanent total and absolute disablement disabling the Insured from engaging in any employment or occupation of any description whatsoever.	100%

- The disablement / death must occur within one year of the accident.
- The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement.

The Sum Insured under this Section is limited to the auto loan amount availed of by the Insured on the date of the claim. plus interest to accrue thereon. Where the Policy is taken after payment of one or more EMIs of the auto loan, the Sum Insured shall be limited to the principal auto loan outstanding as on the date of taking the Policy plus interest to accrue thereon. Pre-closure charges, if any, payable to the financial institution concerned due to foreclosure of the loan will also be covered under the Policy.

In the event the outstanding auto loan amount of the Insured, inclusive of interest, if any, as on the date of diagnosis is less than the Sum Insured, the outstanding auto loan amount inclusive of interest, if any, as on date of diagnosis will be paid to the financial institution concerned and the balance of the Sum Insured, if any, will be paid to the Insured or his / her legal representatives, as the case may be.

**3. What is not covered**

The Company shall not be liable under this Section for:

1. Any pre-existing disability / accidental injury.
2. Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
3. Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
4. Any other claim after a claim for death due to accidental

injury has been admitted by the Company and becomes payable.

5. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period exceeds the available sum payable.
6. Death or permanent disability resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
7. Any claim in respect of accidental death or permanent disablement of the Insured from:
  - i. Intentional self-injury, suicide or attempted suicide
  - ii. Whilst under the influence of liquor or drugs or other intoxicants
  - iii. Whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - iv. Directly or indirectly, caused by venereal disease, AIDS or insanity
  - v. Arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion
  - vi. Whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
8. Any consequential loss or damage cost or expense of whatsoever nature.
9. Death or permanent disablement due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
10. Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
  - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - ii. Nuclear weapons material.
11. Insured whilst 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.
12. Insured whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular scheduled airline or air Charter Company.

**4. Special Condition**

In the event of permanent disablement, the Insured will be under obligation to:

- a. Have himself/herself examined by the Panel Doctors



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appointed by the Company and the Company will pay the costs involved thereof.

- b. Authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured.

If the above obligation is not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit.

## Section B – Critical Illnesses

### 1. What is covered

This Section covers the Insured up to the Sum Insured specified in the Schedule, against default in payment of his / her auto loan EMIs on being diagnosed as contracting any of the critical illnesses as defined below and surviving for more than 30 days post such diagnosis, at any time during the Policy period.

The Sum Insured under this Section is limited to the auto loan amount availed of by the Insured plus interest to accrue thereon. Where the Policy is taken after payment of one or more EMIs of the auto loan, the Sum Insured shall be limited to the principal auto loan outstanding as on the date of taking the Policy plus interest to accrue thereon. Preclosure charges, if any, payable to the financial institution concerned due to foreclosure of the loan will also be covered under the Policy.

In the event the outstanding auto loan amount of the Insured, inclusive of interest, if any, as on the date of diagnosis is less than the Sum Insured, the outstanding auto loan amount inclusive of interest, if any, as on date of diagnosis will be paid to the financial institution concerned and the balance of the Sum Insured, if any, will be paid to the Insured or his / her legal representatives, as the case may be.

#### Cancer of specified severity

- I. A malignant tumour characterized by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded
  - i) Tumors showing the malignant changes of carcinoma in situ & tumors which are histologically described as pre- malignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia **CIN-1, CIN- 2 & CIN-3** .
  - ii) Any skin cancer other than invasive malignant melanoma
  - iii) All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to atleast clinical TNM classification T2NOMO
  - iv) Papillary Micro-carcinoma of the thyroid less than 1 cm in diameter
  - v) Chronic lymphocytic leukaemia less than Rai stage 3
  - vi) Microcarcinoma of the bladder
  - vii) All tumors in the presence of HIV infection

#### Open chest Coronary Artery Bypass Graft

- I. The actual undergoing of open heart chest surgery for the correction of one or more coronary arteries, which is/ are narrowed or blocked, by coronary artery bypass graft

(CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

- II. The following are excluded:
  - i) Angioplasty and/or any other intra-arterial procedures
  - ii) Any key-hole or laser surgery

#### Major Organ/ Bone Marrow Transplant

- I. The actual undergoing of a transplant of:
  - i) One of the following 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 cell. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
  - i) Other stem-cell transplants
  - ii) Where only islets of langerhans are transplanted

#### Multiple Sclerosis With Persisting Symptoms

- I. The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
  - i) Investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis
  - ii) There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of atleast 6 months, and
  - iii) Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with atleast two clinically documented episodes atleast one month apart.
  - iv) Other causes of neurological damage such as SLE and HIV are excluded.

#### Aorta Graft Surgery

The actual surgical repair of an aortic aneurysm (an abnormal bulge in the wall of the aortic blood vessel causing the aorta to dilate or widen and the aortic valve to leak leading to bursting of arterial wall) for the first time by a surgeon. The diagnosis is to be evidenced by any two of the following:

- Computerised tomography (CT) scan
- Magnetic resonance imaging (MRI) scan
- Echocardiography (an ultrasound of the heart)
- Abdominal ultrasound (for associated abdominal aneurysms)
- Angiography (an x-ray of the blood vessels)

The benefit payment under this category shall be subject to survival of the Insured for more than 30 days post diagnosis of the critical illness under this category.

#### Open Heart replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease – affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/ valvuloplasty are excluded.

#### Quadriplegia/Paralysis of four limbs



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- Total and irrecoverable loss of use of all four 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.

#### **Kidney Failure Requiring Regular 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.

#### **First Heart Attack – Of Specified Severity**

- I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
  - (i) A history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for eg. 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) Non ST-segment elevation myocardial infarction (NSTEMI) with elevation of Tropon in I or T
  - (ii) Other acute Coronary Syndromes
  - (iii) Any type of angina pectoris

#### **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 embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical finding in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting 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 vestibular functions

#### **End Stage Liver Disease**

End stage liver disease resulting in cirrhosis

The cirrhosis must be confirmed by a Consultant Gastroenterologist by all of the following:

- a) permanent jaundice, b) ascites, c) encephalopathy, d) portal hypertension and e) Liver biopsy or if no liver biopsy available a non-invasive test for fibrosis or medical imaging consistent with the diagnosis

Liver disease secondary to alcohol or drug misuse is excluded

#### **End Stage Lung Disease**

Advanced stage emphysema or other chronic lung disease, resulting in all of the following:

- There is dyspnea at rest with markedly abnormal pulmonary function tests

- The need for regular oxygen treatment on a permanent basis.
- The permanent impairment of lung function tests as follows;
  - Forced Vital Capacity (FVC) and
  - Forced Expiratory Volume at 1 second (FEV1) being less than 50% of normal

#### **2. What is not covered**

The Company shall not be liable to make any payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. The first time whether or not the Insured had knowledge of symptoms of having contracted any of the critical illnesses at any time before commencement of the Policy.
2. Any critical illness contracted by the Insured at the time of inception of the Policy or within first three months of inception of this Policy.
3. Diagnosis of any critical illnesses not evidenced by a certificate issued by the attending Doctor.
4. Death of the Insured before 30 days of diagnosis of the critical illness.
5. Medical Certification of contracting of critical illness by a family member or from persons not registered as Medical Practitioners under recognized medical councils.
6. Any critical illness contracted by the Insured in performance of duties as serving member of a military or a police force.
7. Any critical illness contracted due to alcohol or drug abuse.
8. Any critical illness contracted due to Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
9. Any critical illness, directly or indirectly, caused by or contributed to by nuclear weapons/materials or radioactive contamination.
10. Any critical illness, directly or indirectly, caused by or arising out of any criminal act of the Insured.
11. Any critical illness directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, act of terrorism.
12. Any critical illness, directly or indirectly, arising whilst the Insured being engaged 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.
13. Any critical illness, directly or indirectly, arising whilst the Insured is flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company.

#### **Section C-Loss of employment**

##### **1. What is covered**

This Section covers the Insured up to the Sum Insured specified in the Schedule against default in payment of his / her auto loan EMIs due to loss of employment on account of:

- a. Termination of the Insured from employment on account of closure of the firm / body corporate / establishment wherein the Insured is employed, due to poor financial health or any merger/acquisition of the firm / body corporate / establishment leading to the termination, dismissal or retrenchment of the Insured.
- b. Termination or dismissal, lay off, temporary suspension or retrenchment of the Insured from the employment imposed on him/her by the firm / body corporate / establishment in compliance with any law relating to the employment for the time being in force or any directives by any Public Authority.
- c. Any retirement scheme of compulsory nature if the firm/ body corporate / establishment is closing down one division and a minimum of 20 employees are availing the retirement scheme.

The Sum Insured under this Section is limited to 6 auto loan EMLs or the outstanding auto loan amount, whichever is lower, at the time of claim.

## 2. What is not covered:

The Company shall not be liable under this Section for

1. In the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is being attributed to any dishonesty or fraud on the part of the Insured or his willful violation of any rules of the employer or laws for the time being in force.
2. In connection with or in respect of:
  - a. Self employed persons
  - b. Any claim relating to unemployment in respect of a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer.
  - c. Unemployment at the time of inception of the period of insurance or arising within first three months of inception of the period of Insurance.
3. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which does not commence during the period of insurance.
4. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is less than a period of thirty (30) days at a stretch.
5. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured which is attributed to poor performance of the Insured.
6. Termination, dismissal, temporary suspension or retrenchment from employment of the Insured where insured was aware of the circumstance leading to such termination, dismissal, temporary suspension or retrenchment beforehand at the time proposing for this insurance.
7. Unemployment of the Insured that is purely voluntary.
8. Resignation, Superannuation, early retirement of the Insured.

## 3. Special Condition

Eligibility for claim under this Section:

- The Insured shall be out of his current job on account of the reasons mentioned herein above and shall be out of any job at least for thirty days consecutively from the time of losing his / her current job.
- The benefit under this Section will stop once he / she gets

another job.

## Section D – Child Care Allowance

### What is covered

This Section provides for payment of allowance to the dependant child(ren) of the Insured up to the limits of the Sum Insured as specified in the Schedule, in the event of death or permanent total disablement of the Insured, due to an injury arising out of an accident for which there is a valid claim under Section A of this Policy.

The allowance will be payable to the dependant children of the Insured (limited to a maximum of two children below the age of 21 years) towards their educational expenses, provided that the children are pursuing their education at the time of claim under this Section.

The Sum Insured is subject to a limit of 2% of the outstanding auto loan at the commencement of this Policy.

All the exclusions applicable to Section A of this Policy above, shall apply to this Section also.

## GENERAL EXCLUSIONS

Any default due to any event not provided under Sections A to C above shall be specifically excluded from the cover granted by this Policy.

## SECTION-4 GENERAL CONDITION (APPLICABLE TO ALL SECTIONS OF THIS POLICY)

### 1. Duty of disclosure

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

### 2. Observance of Terms and Conditions

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

### 3. Reasonable Care

The Policyholder/ Insured Person shall take all reasonable steps to safeguard the interests against any Illness / Injury that may give rise to a Claim.

### 4. Material Change

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

### 5. Records to be maintained

The Policyholder/ Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representative(s) to inspect such records.



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For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6<sup>th</sup> Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300.

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The Policyholder/ Insured Person shall furnish such information as the Company may require under this Policy at any time during the Policy Period and up to three years after the policy expiration, or until final adjustment (if any) and resolution of all Claims under this Policy.

#### 6. No constructive Notice

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

#### 7. Complete discharge

Payment made by the Company to the Policyholder/ adult Insured Person or the Nominee of the Policyholder or the legal representative of the Policyholder or to the Hospital, as the case may be, of any Medical Expenses or compensation or benefit under the Policy shall in all cases be complete and construe as an effectual discharge in favor of the Company.

#### 8. Special Provisions

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

#### 9. Electronic Transactions

The Policyholder/ Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

#### 10. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of this Policy the Insured shall:

- Forthwith file/submit a Claim Form together with the auto loan particulars
- Allow the Medical Practitioner or TPA appointed by the Company to inspect the medical records and to examine the Insured.
- Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

If the Insured does not comply with the provisions of this Condition, all benefits under this Policy shall be forfeited, at the option of the Company.

If the Insured shall sustain any bodily injury in respect of which a claim is or may be made hereunder prompt written notice thereof shall be given to the Company and the financial institution, as soon as possible but in any event within fourteen days of the date of injury. If the Insured shall die, notice of death shall be given by the legal representative(s) forthwith. All certificates, information and evidence whether from a

Medical Attendant or otherwise required by the Company shall be furnished at the expense of the Insured or legal representatives, as the case may be, and shall be in such form and of such nature as the Company may prescribe. The Insured must immediately after the occurrence of any accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for any consequence thereof. The documents required are:

#### For all claims

- Claim Form
- Loan Statement and Confirmation of Principal Outstanding from Bank/FI

#### In case of Personal Accident Death / Disability claims

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

#### In case of Critical Illness

- Duly completed and signed Claim Form, in original
- Medical Practitioner's referral letter advising Hospitalization
- Medical Practitioner's prescription advising drugs / diagnostic tests / consultation
- Original pathological / diagnostic test reports and payment receipts
- Indoor case papers
- First Information Report / Final Police Report, if applicable
- Any other document as required by the Company to assess the Claim

#### In case of Loss of Employment

- The letter of the employer terminating, dismissing or suspending the Insured from the present job
- Proof towards not having any employment
- Any other document as required by the Company to assess the Claim

#### In case of Child Care Allowance

- Age proof of the Dependent Children of the Insured
- Dependency Proof/Proof towards the Dependent Children of the Insured being enrolled in any educational institution
- Any other document as required by the Company to assess the Claim.

The Insured shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall



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For complete details on the benefits, coverage, terms & conditions and exclusions, do read the sales brochure, prospectus and policy wordings carefully before concluding sale. Registered & Corporate Office: 6<sup>th</sup> Floor, Oberoi Commerz, International Business Park, Oberoi Garden City, Off. Western Express Highway, Goregaon (E), Mumbai-400063. Corporate Identity Number: U66603MH2000PLC128300.

INDUSIND AUTOLOAN CARE INSURANCE. UIN NO.: RELPAIP07003V010607.



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not negotiate, pay, settle, admit or repudiate any claim without such consent.

The Company shall settle the claim within 30 days from the date of receipt of last necessary document. However, where the circumstances of a claim warrant an investigation in Company's opinion it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, Company shall settle the claim within 45 days from the date of receipt of last necessary document.

**11. Position after a claim**

The benefit of claim under Sections A and B together is applicable only once during the Policy Period. Accordingly if the Insured / legal representatives report a claim under Section A and B and the same is acknowledged by the Company, then the Policy becomes in-operative for both these Sections and no further claim can be reported under the Sections A or B of the Policy.

At all times during the period of this Policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this Policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

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

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

**12. Subrogation**

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

The Policyholder/ Insured Person shall at his own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the Company is/ or would become entitled upon the Company paying for a Claim under this Policy, whether such acts or things shall be or become necessary or required before or after its payment. Neither the Policyholder nor any Insured Person shall prejudice these subrogation rights in any manner and shall at his own expense provide the Company with whatever assistance or cooperation is required to enforce such rights. Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and any costs and expenses incurred by the Company of effecting a recovery, where after the Company shall pay any

balance remaining to the Policyholder. This clause shall not apply to any Benefit offered on fixed benefit basis.

**13. Contribution**

Contribution is essentially the right of the Company to call upon other Insurers liable to the same Insured to share the costs of an indemnity claim on a rateable proportion of Sum Insured.

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

This clause shall not apply to any Benefit offered on fixed benefit basis.

This provision, however, shall not be applicable to benefits under Sections A & B of the Policy.

**14. Fraudulent claims**

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

**15. Feature of Claims**

If a claim is made and rejected and no Court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

**16. Cancellation/termination**

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured at his / her last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

Period of Risk (Not exceeding)	1 Year	2 Year	3 Year	4 Year	5 Year
15 days	10%				
1 Month	15%	30%			
2 Months	30%				
3 Months	40%		30%	30%	30%
4 Months	50%				
5 Months	60%	50%			
6 Months	70%				



7 Months	75%				
8 Months	80%				
9 Months	85%	75%		30%	30%
Exceeding 9 Months	100%		50%		
12 Months					
18 Months		100%			50%
24 Months			75%	50%	
30 Months			100%		75%
36 Months				75%	
42 Months					
48 Months				100%	100%
Exceeding 48 Months					

**17. Cause of Action / Currency for Payment**

No claim shall be payable under this Policy unless the cause of action arises in India.

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

**18. Policy Disputes**

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

**19. Renewal Notice**

a. This Policy will automatically terminate at the end of the Policy Period. All renewal applications should reach the Company before the end of the Policy Period.

b. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein prior mentioned and that nothing is known to the Policyholder/ Insured Person(s) that may result in enhancing the Company's risk.

c. This Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to the Company on or before the date of expiry of this Policy and in any case not later than the expiry of the Grace Period.

Grace period refers to a period of 30 days immediately following the premium due date during which a payment can be made to renew this Policy without loss of continuity benefits such as Waiting Periods and coverage of Pre-existing Disease. Coverage is not to available for the period for which Premium is not received by the Company and the Company shall not be liable for any Claims incurred during such period.

d. Ordinarily renewals will not be refused by the Company except on ground of fraud, moral hazard or misrepresentation.

e. Renewal premium can vary subject to prior regulatory approval.

f. This policy shall not be renewed and the Insured shall not be eligible for any new similar policy(es) if a claim is paid or admitted under this Policy or if there no outstanding loan for which this Policy was issued.

g. If the customer desires to continue to avail of the Critical Illness insurance benefits then he will have the option to migrate to a suitable Critical Illness policy of the Company as per the existing guidelines and rates applicable for that Policy with continuity benefits provided such migration happens within 30 days of expiry of this Policy.

**20. Notices**

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

- In case of the Insured, at the address specified in the Schedule
- In case of the Company, to the Policy issuing office / nearest office of the Company

**21. Free Look Period**

The Policyholder would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review the entire Policy. Where the Policyholder disagrees to any of those terms or conditions, the Policyholder has the option to return the Policy stating the reasons for his objection and the Policyholder shall be entitled to a refund of the premium paid, provided no Claim has been incurred under this Policy, subject only to a deduction of the expenses incurred by the Company on medical examination and the stamp duty charges. In cases where the risk has already commenced when the option of returning this Policy is exercised, within the free look period, by the Policyholder, the refund of the premium paid will also be subject to a deduction for proportionate risk premium for the period on cover. Where only part of the risk (e.g. only accidental hospitalization risk) has commenced, such proportionate risk premium shall be calculated as commensurate with the risk covered during such period.

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

**22. Withdrawal/Revision/Modification of the Product**

The Company reserves the right to withdraw, revise or modify this product /policy in the future.

The revision/modification may be in respect of Benefits, coverages, premiums, policy terms and conditions &/or exclusions.

In the event of any such withdrawal of product the company will notify in advance to the policyholder providing him the option to port to the specified existing health products of the company with continuity benefit.

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

**23. Payment of Interest**

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

**24. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured can contact the Policy issuing office of the Company. Alternatively the Insured may also contact our customer service desk at **022 4890 3009 (paid)** or write to us at **services@indusindinsurance.com**

In respect of any disputes or difference which remain unresolved and where the claim amount is not more than Rs. 20 lakhs, the individual Insured can approach the Insurance Ombudsman set up at different territorial locations



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for resolution. The details of the Insurance Ombudsman and their jurisdiction is available in their websites [www.ombudsmanindia.org](http://www.ombudsmanindia.org) / [www.gbic.co.in](http://www.gbic.co.in)

the Company to redress, the Policyholder may contact the Company with the details of his grievance through:

## 25. Communication

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

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

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

## 26. Overriding effect of Policy Schedule

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

## 27. Grievances

If the Policyholder has a grievance that the Policyholder wishes

Website: <https://indusindinsurance.com>

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

Telephone: (022) 4890 3009 (Paid)

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

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

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

### IRDAI Integrated Grievance Management System

<https://bimabharosa.irdai.gov.in>

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

OMBUDSMAN OFFICE			
Office of the Ombudsman	Address	Contact Details	Areas of Jurisdiction
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, P ID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>	Karnataka
BHOPAL	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003.	Tel.: 0755 - 2769201, 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.	Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>	Orissa
CHANDIGARH	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018.	Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>	Tamil Nadu, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>	Delhi



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GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
JAIPUR	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi – 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata – 700 072.	Tel.: 033 - 22124339 / 22124340 Fax: 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh: Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkar Nagar, Sultanpur, Maharajganj, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.



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PATNA	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna - 800 006.	Tel.: 0612 - 2680952 Email: bimalokpal.patna @cioins.co.in	Bihar, Jharkhand.
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune - 411 030.	Tel.: 020 - 41312555 Email: bimalokpal.pune @cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

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



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