

Group Accident Suraksha Prospectus



Magma General Insurance Limited (erstwhile Magma HDI General Insurance Company Limited) | <u>www.magmainsurance.com</u> | E-mail: <u>customercare@magmainsurance.com</u> | Toll Free: 1800 266 3202 | Registered Office: Development House, 24 Park Street, Kolkata – 700016, West Bengal. | CIN: U66000WB2009PLC136327 | IRDAI Reg. No. 149 | Group Accident Suraksha | Product UIN: MAGPAGP19026V011819 | For complete list of details on exclusions, risk factors, terms & conditions, please read the policy documents carefully before concluding a sale. | Trade Logo displayed above belongs to Magma Ventures Private Limited and is used by Magma General Insurance Limited under license. | Chat with MIRA on our website or say "Hi" on WhatsApp No. 7208976789 (PROS.GAS.ver10.12.24)





Group Accident Suraksha Policy is an insurance policy which covers accidental injuries and consequent losses. All the covered members in the group to which such group PA policy has been issued will be the beneficiaries.

All benefits under this policy will be subject to a maximum amount as stated in the policy. These will be clearly noted in any quotation released or any policy issued. Policy benefits will always be subject to terms and conditions as mentioned in Policy and policy schedule/certificate of insurance.

Eligibility:

Entry Age: There is no minimum and maximum age limit for this policy. The age of the insured person to be considered is the completed age at the time of taking the policy.

Number of Insured: This policy can be bought for members of any group. The definition and scope of "group" for this purpose will be as per the extant IRDAI regulations.

Policy Tenure: This policy can be availed for a duration of 1 year. It can also be availed for a period less than one year in case of insurance for a group during a defined event. In case of Credit linked Policy, tenure can be up to 5 years.

Group details:

A Group should consist of persons who assemble together with a commonality of purpose or engaging common economic activity like employees of a Company. Non Employer-employee groups like employee welfare associations, holders of credit cards/debit cards issued by banks/ specific Company, customers of a particular business where insurance is offered as an add on benefit, borrowers of Banks, professional associations or societies may be also treated as Group provided President/Secretary/Manager/Group Organizer in his capacity as organizer of the Group has an authority from majority of members of the Group to arrange insurance on their behalf or is doing so as part of a necessary security for other matters such as Bank on the life of borrowers. For employer-employee Groups, the scheme may be either contributory or non-contributory and there will be no limit to employer contributions.

There should be a clearly evident relationship between the member and the group manager for services other than insurance. While a homogeneous group of persons may decide to buy a group insurance policy to achieve saving in cost, a person negotiating "group" rates and then going round finding members to insure will not be considered as a legitimate group.

Size of Group:

Minimum size of the group is defined as seven (7). This is always subject to minimum size requirement of a Group as defined by extant IRDAI regulations.

There is no limit defined for maximum size of the group.

Sum Insured:





- i. Sum Insured for each member of the group will be as per the same opted by Policyholder/ Insured person and accepted by Us
- ii. In case of employer-employee group, sum Insured can be maximum up to 180 times the monthly income of respective member.
 We may also allow a flat sum insured for each member irrespective of the salary. Different sum insured may be offered as per designation as well.
- iii. Similarly, sum insured for various extension may be offered as certain defined percentage of policy sum insured or as defined amount.

Minimum Sum Insured—Rs 5,000

Maximum Sum Insured—No Limit

Benefits covered under the policy:

A. Base Covers:

The Benefits under this Policy are subject always to the Sum Insured, any subsidiary limit specified in the Policy Schedule/ Certificate of Insurance, the terms, conditions, limitations and exclusions mentioned in the Policy and eligibility as per the insurance plan opted for or as shown in the Policy Schedule/Certificate of Insurance.

Following covers are available as Base covers under the policy. One or more base covers can be opted. Following Base covers are applicable to your Policy as mentioned in Policy Schedule/ Certificate of Insurance. If more than one covers from among the following base covers are opted and if claim arises under two or more these covers due to same accidental event then our liability will be restricted to the amount payable under one of these covers which has maximum benefit amount defined as per Policy Schedule.

1 Accidental Death

If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly due to an Accident anywhere in the world, and results in death of the Insured person within 12 months of such accident, then We shall pay the Insured Person or his/her nominee as the case may be, a lump sum amount equal to the Sum Insured as specified in Policy schedule/ Certificate of Insurance against this cover.

2 Permanent total Disablement (PTD)

If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly due to an Accident anywhere in the world, and results in permanent total disablement (PTD), of any of the nature specified below, of the Insured person within 12 months of such accident, then We shall pay the Insured Person or his/her nominee as the case may be, the lump sum amount as per below table. The benefit amount is calculated on the Sum Insured as specified in Policy schedule/ Certificate of Insurance against this cover.



The benefit as per nature of the permanent total disablement is as specified below:

| Nature of Disablement | Percentage of Limit as mentioned |
|----------------------------------------------------------------|-----------------------------------|
| (Loss means Actual loss by physical separation or Total and | in Policy schedule for "Permanent |
| irrecoverable loss of functional use) | Disablement Cover" |
| Loss of sight of both eyes | 100% |
| Loss of two entire hands | 100% |
| Loss of two entire feet | 100% |
| Loss of one entire hand and one entire foot | 100% |
| Loss of one eye and one entire hand OR Loss of one eye and one | 100% |
| entire foot | |
| Loss of one entire hand or of one entire foot | 50% |
| Loss of sight of one eye | 50% |
| If such Injury shall, as a direct consequence thereof, | 100% |
| immediately, permanently, totally and absolutely, disable the | |
| Insured Person from engaging in any employment or occupation | |
| of any description | |

For the purpose of this cover, Loss means the physical separation of body part, or, the total loss of functional use of a body organ or part provided such loss of functional use has continued for at least 12 months from the onset of such loss and is considered permanent by Medical Practitioner.

3 Permanent Partial Disablement (PPD):

If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly due to an Accident anywhere in the world, and results in permanent partial disablement (PPD), of any of the nature specified below, of the Insured person within 12 months of such accident, then We shall pay the Insured Person or his/her nominee as the case may be, the lump sum amount as per below table. The benefit amount is calculated on the Sum Insured as specified in Policy schedule/ Certificate of Insurance against this cover.

The benefit as per nature of the permanent partial disablement is as specified below:

| Nature of PPD | Benefit as percentage of SI |
|--------------------------------------------------------------------------|-----------------------------|
| Actual loss by physical separation of one entire hand or one entire foot | 50% |
| Use of a hand or a foot without physical separation | 50% |
| Loss of speech | 75% |
| Loss of toes-all of any one foot | 20% |
| Loss of toes great- both phalanges | 5% |
| Loss of toes great- one phalanx | 2% |
| Loss of toes other than great- if more than one toes lost: each | 2% |
| Loss of hearing: both ears | 75% |
| Loss of hearing: One ear | 30% |
| Loss of four fingers and thumb of one hand | 40% |



| Loss of four fingers of one hand | 35% |
|------------------------------------------------------------------------|-----------------------|
| Loss of thumb- both phalanges | 25% |
| Loss of thumb- One phalanx | 10% |
| Loss of index finger- three phalanges | 10% |
| Loss of index finger- two phalanges | 8% |
| Loss of index finger- one phalanx | 4% |
| Loss of middle finger or Ring finger or little finger- three phalanges | 6% |
| Loss of middle finger or Ring finger or little finger- two phalanges | 4% |
| Loss of middle finger or Ring finger or little finger- one phalanx | 2% |
| Loss of metacarpals- any (additional) | 3% |
| Loss of sense of Taste | 5% |
| Loss of sense of Smell | 10% |
| Any other PPD | As assessed by Doctor |

Such PPD must be solely and directly caused by the Accident only.

For the purpose of this cover, Loss means the physical separation of body part, or, the total loss of functional use of a body organ or part provided such loss of functional use has continued for at least 12 months from the onset of such loss and is considered permanent by medical Practitioner.

If the claim for limb shall also encompass some or all of its part, We shall pay for the limb only. No additional payment shall be done for the constituting parts of the limb.

Benefit amount paid under this Cover shall reduce the Sum Insured of Base Section for remaining Policy Period.

4 Temporary Total Disablement (TTD):

If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly due to an Accident anywhere in the world, and results in temporary total disablement (TTD), then We will pay weekly benefit subject to following:

- a. The TTD should be such that it completely prevents the Insured person from performing duties pertaining to employment/occupation
- b. TTD must be certified by Medical Practitioner or Doctor
- c. We will pay the benefit maximum up to 104 weeks from date of accident
- d. Maximum weekly benefit amount will be as per the same mentioned in the Policy schedule/Certificate of Insurance
- e. In no case, the benefit payable under this Cover shall exceed the overall Sum Insured for that Insured Person.
- f. We will not pay amount in excess of Insured Person's weekly income excluding bonus, overtime, commissions or any other special compensation
- g. If the disability is for a part of week, then only proportionate part of the weekly benefit will be payable
- h. This cover is not applicable to Insured Person(s) who are covered as spouse or children, unless specifically mentioned in Policy schedule/Certificate of Insurance





Extension covers: Following extension covers are available to add to the base covers

- 1. Accidental Medical Expenses
- 2. Accidental OPD Cover
- 3. Broken Bones Cover
- 4. Modification of residential accommodation & vehicle & Workplace
- 5. Carriage of dead body
- 6. Funeral Benefit
- 7. Repatriation of Remains
- 8. Ambulance cover
- 9. Transportation Allowance/Compassionate visit
- 10. Travel expenses for medical treatment
- 11. Catastrophe Evacuation
- 12. Medical Evacuation
- 13. Cost of clothing damage
- 14. Loss of Job cover / Separation Cover
- 15. Accident Hospitalization Daily Cash Benefit
- 16. Improved Disability Benefit
- 17. On Duty cover
- 18. Off Duty Cover
- **19. Children Education Grant**
- 20. Mysterious Disappearance
- 21. Treatment Outside India
- 22. Damage to Bag
- 23. Widowhood Cover
- 24. Purchase of Blood
- 25. Prosthesis & Artificial Limb Cover
- 26. Legal Expenses
- 27. Convalescence Cover
- 28. Home Attendant Cover
- 29. Inconvenience Cover
- 30. Missed Flight/Train Cover
- 31. Corporate Floater
- 32. Wellness Cover
- 33. Marriage fund for Children
- 34. Air Ambulance
- 35. Attendant/Companion Benefit
- 36. Restoration Benefit
- **37. Medical Expenses without Accident**
- 38. Critical Illness Cover
- **39. Transport of imported medicines cover**
- 40. Life Support Ambulance Cover
- 41. Life Support Benefit
- 42. Loss of Income due to Accidental injuries or CI
- 43. Fracture indemnity cover
- 44. Emergency Hotel expense cover
- 45. Minor childcare cover



46. Adventure Sports Cover

Permanent Exclusions:

We shall not be liable to make any payment under this Policy for any claim directly or indirectly for, in connection with, caused by, arising out of, or in respect of, or howsoever attributable to the following:

- 1. Injury or treatment related to addictive conditions and disorders resulting from any kind of substance abuse or misuse including alcohol abuse or misuse.
- 2. Participation in Adventure Sports.
- 3. Insured person committing any breach of law with criminal intent or participation in any riots, civil commotion or felony
- 4. Any intentional self-injury, suicide or attempted suicide, insanity or stress
- 5. Condition resulting due to any disease or infection unless arising directly and solely due to accident
- 6. Any change of profession after inception of policy which results in increase in risk, unless declared by insured person and accepted & endorsed by Us
- 7. Any sexually transmitted disease
- 8. Related to or traceable to Pregnancy or childbirth
- 9. Whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any scheduled airlines in the world or in any aircraft whether privately owned or chartered or operated by scheduled airlines
- 10. Insured person operating or learning to operate any aircraft or performing duties as member of crew on any aircraft or scheduled airlines or any airline personnel
- 11. War or war like operations, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, terrorism, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.
- 12. Any act of Nuclear, Chemical, Biological Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss
- 13. Radioactive, chemical, nuclear contamination or ionizing radiation
- 14. Any insured person's participation or involvement in any branch of naval, air force or military operations or any para military forces.

Claim Procedure:

Provided that due adherence/observance and fulfilment of the terms and conditions of this Policy (conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by Policyholder and / or any Insured Person be a Condition Precedent to admission of Our liability under this Policy.

On the occurrence of an Injury that may give rise to a claim under this Policy, then as a Condition Precedent to Our liability under the Policy, the following procedure shall be complied with:

Intimation of Claim: If any injury is suffered or any condition happens which may give rise to Claim under this Policy, Insured person or any one acting on his behalf shall notify Us immediately.





Submission of claim: The claim form along with the attending Medical Practitioner's certificate duly filled and signed in all respects with the following claim documents will be submitted to Us not later than 30 days from the date of discharge from the Hospital.

Claim documents:

Following is the list of documents required for claim assessment.

We will also require additional documents as per the nature of extension covers as opted.

Apart from these, We may also ask for any other documents which may be necessary to establish validity of claim on case to case basis.

List of Documents for Death Claim:-

- 1. Duly filled PA claim form attested by Corporate Authority. (Claim form enclosed).
- 2. FIR Copy duly attested by Corporate Authority.
- 3. Death Certificate duly attested by Corporate Authority.
- 4. Post mortem report duly attested by Corporate Authority.
- 5. Hospital Documents (of all hospitals where the insured was admitted after accident) with Casualty notes, duly attested by Hospital Authority.
- 6. Photo ID proof of Deceased person duly attested by Corporate Authority.
- 7. Attested copy of Employee ID card of deceased attested by Corporate Authority.
- 8. Attested copy of Last 3 months attendance sheet of deceased, prior to accident, attested by Corporate Authority.
- 9. Attested copy of Last 3 months salary slip of deceased, prior to accident, attested by Corporate Authority.
- 10. Attested copy of document confirming the Nominee as per the Corporate record attested by Corporate Authority.
- 11. Photo ID Proof of Nominee (Aadhar Card) duly attested by Corporate Authority.
- 12. Address Proof of Nominee duly attested by Corporate Authority. (Copy of Telephone bill / Bank account statement / Letter from any recognized public authority/ Electricity bill / Ration card)
- 13. PAN card / Form 60 copy of Nominee duly attested by Corporate Authority.
- 14. Recent Photo of Nominee.
- 15. Duly Filled Bank Mandate Form (Bank Mandate Form Enclosed).
- 16. Original cancel cheque copy duly singed by the account holder Nominee / Insured.
- 17. Copy of Pass Book of Nominee / insured confirming the Name of the account holder / Account No. / IFSC Code duly attested by Bank Authority.
- 18. If the claim needs to be settled in favour of Corporate, following documents are required for the same (If the claim is payable) :
 - i. Copy of PAN card of Company duly attested by Institute authorized person.
 - ii. Copy of Memorandum and Articles of Association duly attested by Institute authorized person.
 - iii. Copy of Certificate of Incorporation duly attested by Institute authorized person.
 - iv. Duly Filled bank Mandate form by corporate (Bank Mandate Form Enclosed).



List of Documents for PTD Claim:-

- 1. Duly filled original Claim Form
- 2. Policy copy
- 3. Claim Intimation
- 4. FIR Attested or Original
- 5. Final Police Report / Original Panchnama
- 6. Certificate of from government hospital doctor confirming the nature and degree of disability
- 7. Discharge summary of the treating hospital clearly indicating the Hospital Registration No.
- 8. Diagnostic reports
- 9. Confirmation of coverage letter
- 10. Photograph of the injured with reflecting disablement
- 11. Termination letter for claim under "Loss of Employment"
- 12. Any other documents as and when requested by the claim settling authority

List of Documents for PPD Claim:-

- 1. Duly filled original Claim Form
- 2. Policy copy
- 3. Claim Intimation
- 4. FIR Attested or Original
- 5. Final Police Report / Original Panchnama
- 6. Certificate of from government hospital doctor confirming the nature and degree of disability
- 7. Discharge summary of the treating hospital clearly indicating the Hospital Registration No.
- 8. Diagnostic reports
- 9. Confirmation of coverage letter
- 10. Photograph of the injured with reflecting disablement

List of Documents for TTD Claim:-

- 1. Duly filled original Claim Form
- 2. Policy copy
- 3. Claim Intimation
- 4. FIR Attested or Original
- 5. Final Police Report / Original Panchnama
- 6. Certificate from government hospital doctor confirming the nature and degree of disability
- 7. Discharge summary of the treating hospital clearly indicating the Hospital Registration No.
- 8. Original Copies of prescription for diagnostic test, treatment advise medical references etc.
- 9. Diagnostic reports
- 10. Leave certificate
- 11. Confirmation of coverage letter
- 12. Any other documents as and when requested by the claim settling authority.

List of Documents for Accidental Medical Expenses Cover: -

1. Original consolidated hospital bill with breakup of each Item, duly signed by the insured



- 2. Original payment receipt of the hospital bill
- 3. Original bills, original payment receipts and reports for investigation
- 4. Original medicine bills and receipts with corresponding prescriptions
- 5. Original invoice/bills for implants (viz. Stent /PHS Mesh / IOL etc.) with original payment receipts
- 6. Treating doctor's certificate giving details of injuries (How, when and where injury sustained) including whether insured was under the influence of any intoxicating material.
- 7. Copy of the medico-legal certificate

Documents to be submitted to:

The claim documents should be sent to:

Any of Our branch offices or corporate office

Payment of Claim:

- No liability will be admitted, if the claim is fraudulent or supported by fraudulent means.
- The Insured Person or any person acting on behalf of the Insured Person, as the case may be, must provide at his/her expense, all the information asked by Us in relation to the claim and he/she must provide all reasonable cooperation and assistance to Us as may be required.
- If required, the Insured Person or any person acting on behalf of the Insured Person, as the case may be, must give consent to obtain medical reports from the Medical Practitioner at Our expense
- If requested by Us, the Insured Person must agree to be examined by a Medical Practitioner of Our choice and at Our expense
- All claims under this Policy shall be payable in Indian Currency.
- Claims under this Policy shall be settled or rejected, as the case may be, within 30 days of the receipt of the last necessary document
- All claims are to be notified to Us within the timeline set out above. Where the delay in intimation is proved to be genuine and for reasons beyond the control of the Insured Person or nominee specified in the Policy Schedule or the claimant, We may condone such delay and process the claim. Please note that the waiver of the time limit for notice of claim and submission of claim is at Our discretion

Upon acceptance of an offer of settlement by the Insured Person or the claimant, as the case may be, the payment of the amount shall be made within 7 days from the date of acceptance. In case of delay in payment, We shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

"Bank Rate" means Bank rate fixed by the Reserve Bank of India (RBI) which is prevalent as on 1st day of the financial year in which the claim has fallen due.)

Standard Terms and Conditions:

• Disclosure to Information Norm

The Policy shall be null and void and no Benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or non-disclosure of any material particulars in the quotation details, personal statement, declaration, claim form declaration, medical history on the claim form and connected documents, or any material information having been withheld by Insured Person



/Policyholder or any one acting on Insured Person's /the Policyholder's behalf, under this Policy. Insured Person /the Policyholder further understand and agree that We may at Our sole discretion cancel the Policy and the premium paid shall be forfeited to Us.

• Observance of terms and conditions

The due adherence/observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by Insured Person /Policyholder, shall be a Condition Precedent to Our liability to make any payment under this Policy .

Material Change

It is a Condition Precedent to the Our liability under the Policy that the Policyholder shall immediately notify Us in writing of any material change in the risk on account of change in the nature of occupation or business at his/her own expense. We may, in Our discretion, adjust the scope of cover and/or the premium payable, accordingly. The Policyholder/ Insured Person must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement or reinstatement of the Policy. The Policy terms and conditions may be altered accordingly.

• Multiple Policies

In case of multiple policies which provide fixed benefits, on the occurrence of insured event in accordance with the terms & conditions of the policies, each insurer shall make the claim payment independent of payment received under similar health policies.

If two or more policies are taken by an Insured Person during the same period from one or more insurers to indemnify treatment costs, the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his/her policies.

- 1. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- 2. Claims under other policy/ies may be made after exhaustion of sum insured in the earlier chosen policy / policies. It is clarified that the Insured Person having multiple policies shall also have the right to prefer claims from other policy/policies for the amounts disallowed under the earlier chosen policy/policies, even if the sum insured is not exhausted. The insurer shall then settle the claim subject to the terms and conditions of the other policy/policies so chosen.
- 3. If the amount to be claimed exceeds the sum insured under a single policy after considering the Deductibles or Co-Payment, the Insured Person shall have the right to choose insurers from whom he/she wants to claim the balance amount.
- 4. Where the Insured Person has policies from more than one insurer to cover the same risk on indemnity basis, the Insured Person shall only be indemnified the Hospitalization costs in accordance with the terms and conditions of the chosen policy.

• Alteration to the Policy

This Policy constitutes the complete contract of insurance. Subject to the provisions of applicable law, 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. No one except Us can change or vary this Policy.

• No Constructive Notice



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

• Free Look Provision

The Insured Person shall have a period of 30 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If the Insured Person has any objections to any of the terms and conditions, he/she may cancel the Policy stating the reasons for cancellation and provided that no claims have been made under the Policy, We will refund the premium paid by the Insured Person after deducting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium for the period on cover. All rights and Benefits under this Policy shall immediately stand extinguished on the free look cancellation of the Policy. The free look provision is not applicable and available at the time of Renewal of the Policy.

• Cancellation/ Termination (other than Free Look cancellation)

a. Cancellation by the Policyholder/ Insured Person :

The Policyholder/ Insured Person may terminate this Policy during the Policy Period by giving Us at least 7 days prior written notice. We shall cancel the Policy and refund the premium for the balance of the Policy Period on prorate basis, provided that no claim has been made under the Policy by or on behalf of Insured Person.

b. Cancellation by Us:

Without prejudice to the above, We may terminate this Policy during the Policy Period by sending 7 days prior written notice to the Policyholder's address shown in the Policy Schedule without refund of premium if:

- i. The Policyholder or any Insured Person or any person acting on behalf of either has acted in a dishonest or fraudulent manner under or in relation to this Policy;
- ii. the Policyholder or any Insured Person has not disclosed or misrepresented any true , complete and all correct facts in relation to the Policy.

We may also terminate this Policy in case of non-cooperation by Policyholder or any Insured Person. Premium for such cases shall be refunded as per prorate basis.

• 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 or any Insured Person or any false or incorrect Disclosure to information norm or anyone acting on the Insured Person's 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 Us by all Insured Persons who shall be jointly liable for such repayment.

• Limitation of Liability

If a claim is rejected or partially settled and is not the subject of any pending suit or other proceeding or arbitration, as the case may be, within twelve months from the date of such rejection or settlement the claim shall be deemed to have been abandoned and Our liability shall be extinguished and shall not be recoverable thereafter.

• Records to be maintained



The Policyholder or the Insured Person, as the case may be shall keep an accurate record containing all relevant medical records like in-patient records, discharge summary, diagnostic reports and disability certificate (if applicable) and shall allow Us or our representative(s) to inspect such records. The Policyholder or the Insured Person as the case may be, shall furnish such information as may be required by Us under this Policy at any time during the Policy Period or until final adjustment (if any) and resolution of all claims under this Policy.

Geographical Scope

The geographical scope of this Policy applies to events worldwide. However, all admitted or payable claims shall be settled in India in Indian rupees only. For all admissible reimbursement claims the exchange rate on the date of payment by Insured to the treatment provider will be applicable.

• Policy Disputes

Any and all disputes or differences under or in relation to this Policy herein shall be determined by Indian law and shall be subject to the jurisdiction of the Indian Courts.

Renewal of Policy

- a) This Policy will automatically terminate at the end of the Policy Period. This Policy is ordinarily renewable on mutual consent for life, subject to application of Renewal and realization of Renewal premium. All Renewal application should reach Us on or before the Policy Expiry Date.
- b) We may revise the Renewal premium payable under the Policy basis previous claims experience as per our filed rating approach. For any change from filed rating approach we will take Authority's approval.
- c) A Grace Period of 30 days is available at the time of renewal of this Policy with Us. Coverage is not available for the period for which premium is not received by Us and We shall not be liable for any claims incurred during such period. The provision of Section 64VB of the Insurance Act 1938 shall be applicable.
- d) Renewal of the Policy will not ordinarily be denied other than on grounds of established fraud or nondisclosure or misrepresentation by Insured Person /the Policyholder.
- e) Modification of cover(s) may be requested by the Policyholder at the time of Renewal of the Policy. We reserve the right to carry out underwriting subject to Our board approved underwriting policy in relation to any alterations like increase/decrease in Sum Insured, change in plan/coverage, addition/deletion of Insured Persons, or any such other change.
- f) This product may be modified or withdrawn by Us after due approval from the IRDAI in accordance with applicable law. In such a case, We shall offer and the equivalent product options available to the Insured Person at the time of Renewal of this Policy.

• Moratorium Period:

After completion of sixty continuous months of coverage (including portability and migration) in health insurance policy, no policy and claim shall be contestable by the insurer on grounds of non-disclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever, the sum insured is enhanced, completion of sixty continuous months would be applicable for the date of enhancement of sums insured only on the enhanced limits.

• Endorsements



Insured Person/ the Policyholder should request for any endorsement in writing. Any endorsement that is accepted by Us shall be effective from the date of the request as received from Insured Person /the Policyholder, or the date of receipt of premium, whichever is later.

We reserve the rights to do underwriting in case of any such endorsement requests which has a bearing on the premium and/or material risk.

• Communications & Notices

Any communication or notice or instruction under this Policy shall be in writing and will be sent to:

- a) To Us, at the address as specified in Policy Schedule and Certificate of Insurance
- b) The Policyholder's, at the address as specified in Policy Schedule OR to the Insured Person, at the address as specified in Certificate of Insurance
- c) No insurance agents, brokers, other person or entity is authorized to receive any notice on behalf of Us unless explicitly stated in writing by Us
- d) 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.

• Grievance Redressal

In case of any grievance including senior citizen, the insured person may contact the Company through

Website: <u>www.magmainsurance.com</u> Toll free: 1800 266 3202 E –mail: <u>gro@magmainsurance.com</u> Fax: 91 033 4401 7471 Courier: Any of Our branch offices or corporate office during business hours

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:

Magma General Insurance Limited Equinox Business Park, Tower 3, 2nd Floor, Unit no. 1A and 1B, LBS Marg,

Kurla West, Mumbai, Maharashtra 400070.

E mail id: gro@magmainsurance.com

For updated details of grievance officer, kindly refer the <u>https://www.magmainsurance.com/grievance-redressal</u>

If Insured Person is not satisfied with the redressal of grievance through above methods, insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules, 2017. The contact details of the Insurance Ombudsman offices have been provided as Annexure-I. Detailed process along with list of Ombudsman offices are available at council of Insurance Ombudsman https://www.cioins.co.in/

Grievance may also be lodged at IRDAI Integrated Grievance management System: <u>https://bimabharosa.irdai.gov.in</u>

• Nominee



At policy start date, the Insured person can make a nomination for the purpose of payment of claims under the Policy in the event of death.

Any change of nomination shall be communicated to Us in writing and such change shall be effective only when an endorsement on the Policy is made by Us.

• Complete Discharge

We will not be bound to take notice or be affected by any notice of any trust, charge, lien or other dealing with or relating to this Policy. The payment made by Us to Insured Person /the Policyholder or to the Insured Person's nominee/legal representative 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, valid and be construed as an effectual discharge in favour of Us.

Section 41 of Insurance Act 1938 (Prohibition of Rebates):

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the prospectus or tables of the insurers.

2. Any person making default in complying with the provision of this section shall be punishable

with fine which may extend to Ten Lakh Rupees. IRDAI Regulation no 5 - This policy is subject to regulation 5 of IRDAI (Protection of Policyholder's Interests).



Annexure I

| Office of the Ombudsman | Contact Details | JURISDICTION |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| 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 | Gujarat and Union Territories of 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 | 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 Email: bimalokpal.bhopal@cioins.co.in | |
| BHABUNESHWAR | Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Email: bimalokpal.bhubaneswar@cioins.co.in | |
| 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 | Gurugram, |
| CHENNAI | Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in | Tamil Nadu, Puducherry Town 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 | - |
|-----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| GUWAHATI | Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in | |
| 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 - 67504123 / 23312122. Email: bimalokpal.hyderabad@cioins.co.in | and part of the UT of Puducherry |
| JAIPUR | Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in | Rajasthan |
| КОСНІ | Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G.Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in | Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry. |
| KOLKATA | Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. TEL : 033-22124339 / 22124340 Fax : 033-22124341 Email:- <u>bimalokpal.kolkata@gbic.co.in</u> | 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 | Laitpur, Jhansi, Mahoba, Hamirpur, |
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| | | 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. |
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| ΜυΜΒΑΙ | Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| NOIDA | 4th Floor, Main Road, | following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, |
| ΡΑΤΝΑ | Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 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 |

For updated list visit- https://www.cioins.co.in/Ombudsman