



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

ITGI / IPG /05

INDIVIDUAL PERSONAL ACCIDENT GRAND

Policy Wording

This policy is evidence of the contract between you and us. The proposal form along with any written statement(s) declaration(s) of yours for purpose of this policy forms part of this contract.

This policy witnesses that in consideration of your having paid the premium for the period stated in the schedule or for any further period for which we may accept the payment for renewal of this policy, we will insure the Insured Person and accordingly we will pay to you or your legal personal representative(s) as the case may be in respect of events occurring during the period of insurance in the manner and to the extent set-forth in the policy including endorsements provided that all the terms, conditions, provisions, and exceptions of this policy in so far as they relate to anything to be done or complied with, by you, have been met.

The Schedule shall form part of this policy and the term 'policy' whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this policy or of Schedule shall bear such meaning whenever it may appear.

The policy is based on information which has been given to us about Insured Person pertaining to risk insured under the policy and the truth of this information shall be condition precedent to your right to recover under this policy.

DEFINITION OF WORDS:

- Proposal**
It means any signed proposal by filling up the questionnaires and declarations written statements and any information in addition thereto supplied to us by you.
- Policy**
It means the policy booklet, the Schedule and any applicable endorsement or memoranda. The policy contains details of the extent of cover available to insured person, what is excluded from the cover and the conditions on which the policy is issued.
- Schedule**
It means latest Schedule issued by us as part of the policy. It provides details of the insured person, which are in force and the level of cover Insured Person have.
- Capital Sum Insured**
It means the monetary amount shown against Insured Person.
- We/Our/Us**
It means IFFCO-TOKIO GENERAL INSURANCE COMPANY LIMITED.
- You/Your**
It means the person(s) named as Insured in the Schedule.

7. **Insured Person**
It means the person named as Insured person in the policy schedule.
8. **Period of Insurance**
It means the duration of this policy as shown in the Schedule.
9. **Standard Type of Aircraft**
It means any aircraft duly licensed to carry passengers (for hire or otherwise) by 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.
10. **Injury**
It 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.
11. **In-patient care**
This means a treatment for which the insured person has to stay in a hospital for more than 24 hours for the covered event.
12. **Hospital/Nursing Home**
It means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
 - i) Has at least 10(ten)in-patient beds, in those towns having a population of less than 10,00,000(ten lakhs) and at least 15(fifteen) inpatient beds in all other places;
 - ii) Has qualified nursing staff under its employment round the clock;
 - iii) Has qualified medical practitioner(s) in charge round the clock;
 - iv) Has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - v) Maintains daily records of patients and will make these accessible to Insurance Company authorized personnel.
13. **Hospitalization**
It means admission in a Hospital for a minimum period of 24 (twenty four) Inpatient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24(twenty four) consecutive hours.
14. **Medical Practitioner**
A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
15. **Accident**
It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
16. **Air Accident**
It shall mean an accident while the Insured Person is on board the standard type of Aircraft and the Aircraft meets with an accident causing injury to Insured Person.
17. **Accident whilst on a vehicle**
Bodily injury/death sustained by the insured person in direct connection with the vehicle whilst mounting into/ dismounting, from travelling in the vehicle caused by violent, accidental external means which independent of any other cause shall within 12 (twelve) calendar months of such injury result in death or disablement.

18. **Loss Of Limbs**
It shall mean physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.
19. **Physical Separation**
It shall mean separation at or above the wrist and/or of the foot at or above the ankle respectively.
20. **Permanent Total Disablement**
The bodily injury, which as its direct consequence immediately and/or in foreseeable future, will permanently, totally and absolutely prevent insured person from engaging in any kind of occupation.
21. **Temporary Total Disablement**
The bodily injury which as its direct consequence will prevent the Insured Person from engaging in all types of the occupation or any employment whatsoever for a period not exceeding 100 weeks since the date of injury to the time, Insured Person is fit enough to resume duty or engage in any kind of occupation as certified by Medical practitioners.
22. **Dependent child**
It means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent sources of income.
23. **Reasonable and Customary Charges**
It means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the injury involved.
24. **Notification of Claim**
It means the process of notifying a claim to Us by specifying the timelines as well as the address / telephone number to which it should be notified.
25. **Disclosure to information norm**
This means the Policy shall be void and all premium paid hereon shall be forfeited to Us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
26. **Renewal**
It means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous.
27. **Grace Period**
It means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received.
28. **Subrogation**
It means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
29. **Alternative treatments**
It means forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
30. **Qualified Nurse**

Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

31. **Condition Precedent**

It means a policy term or condition upon which our liability under the policy is conditional upon.

32. **Terrorism**

It means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of terrorism. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

33. **Cumulative Bonus**

It means any increase in the Capital Sum Insured granted by IFFCO-TOKIO without an associated increase in premium.

34. **Idiosyncratic Reaction:**

Drug reaction that occurs rarely and unpredictably because of genetic differences in the way the body responds to drugs. Some of the effects would be nerve injury that impairs loss of sight/hearing, kidney damage, jaundice etc

COVERAGE
TABLE – A

WHAT IS COVERED	WHAT IS NOT COVERED
<p>1. If following bodily injury which solely and directly causes death or disablement to insured person within 12 months of injury as stated in Table of Benefits, we shall pay to you or your nominee or your/their legal representative the sum or sums hereinafter set forth in Table of Benefits.</p> <p>2. Terrorism is covered.</p>	<p>We will not be liable for</p> <ol style="list-style-type: none"> 1. Compensation under more than one of the benefits mentioned in “Table of Benefits” in respect of the same period of disablement, subject to the higher compensation being payable. 2. Any other payment after a claim under one of the benefits 1,2 and 4 in “Table of benefits” has been admitted and becomes payable. 3. Any payment in case of more than one claim under benefits 3, 5 & 6 during any one period of Insurance, by which OUR liability in that period would exceed 100% of the Capital Sum Insured of this policy. 4. Payment of compensation in respect of Injury or Accident arising as a consequence of <ol style="list-style-type: none"> a) Committing or attempting to commit suicide or intentional self-injury. b) Whilst under influence of intoxicating liquor. c) Drug addiction or alcoholism. d) Whilst engaging in Aviation or Ballooning or whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft. e) Pregnancy or childbirth. f) Insanity. g) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and /or Venereal disease and/or any mutant derivative or variation of HIV or AIDS. h) Committing any breach of law with criminal intent. i) Being in a regular armed force. j) Being a part of a Professional Sports teams k) Being a member of Ship’s crew l) Death due to sickness or disease m) Being a Police Personnel n) Being a Border Security Personnel o) Persons working in underground mines, explosives, magazines, workers involved in Electrical installation with high-tension supply. Circus personnel, persons engaged in activities like racing on wheels or horseback, big game hunting, Mountaineering, winter sports, skiing, ice hockey, ballooning, hang gliding, river rafting, polo, Stuntman in Films and persons engaged in occupations / activities of similar hazard.

TABLE – B

TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Death to insured person due to	
a) Accident whilst on board travelling as a passenger of scheduled Aircraft	300
b) Accident whilst as a passenger or as a driver of registered motorised Road Transport and/or Rail, or as a passenger on board in a passenger carrying ship	200
c) Accidental Burns	200
d) Snake Bite/ Animal Attack	200
e) Any other accidental means	100
2. a) Loss of sight (both eyes)	150
b) Loss of two limbs	150
c) Loss of one limb and one eye	150
3. a) Loss of sight of one eye	75
b) Loss of one limb	75
4. Permanent Total and absolute disablement	150
5. i) Loss of toes-all	20
ii) Great-both phalanges	5
iii) Great-one phalanx	2
iv) Other than great, if more than one toe lost each	1
i) Loss of hearing – both ears	50
ii) Loss of hearing – one ear	15
c) Loss of Speech	50
d) Loss of four fingers and thumb of one hand	40
e) Loss of four fingers	35
f) Loss of thumb	
i)Both phalanges	25
ii)One phalanx	10
g) Loss of index finger	
i)Three phalanges	10
ii)Two phalanges	8
iii)One phalanx	4
h) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
i) Loss of ring finger	
i)Three phalanges	5
ii)Two phalanges	4
iii)One phalanx	2
j) Loss of little finger	
i)Three phalanges	4
ii)Two phalanges	3
iii)One phalanx	2
k) Loss of Metacarpals	
i) First or second (additional)	3
ii)Third, fourth or fifth (additional)	2
l) Any other permanent partial disablement	% as assessed by Independent Government Medical Practitioner
6. Temporary Total disablement benefit at the rate per week	1
NOTE : DEATH / PERMANENT DISABLEMENT / TEMPORARY TOTAL DISABLEMENT CAUSED BY IDIOSYNCRATIC REACTION TO ANY DRUG INCLUDING ANAESTHESIA ADMINISTERED DURING MEDICAL TREATMENT BY A MEDICAL PRACTITIONER WILL BE CONSIDERED TO RESULT FROM AN ACCIDENT AND WILL FALL UNDER TABLE OF BENEFITS 1(E) TO 6.	

TABLE – C

SPECIAL INBUILT BENEFITS UNDER THE POLICY IN ADDITION TO CAPITAL SUM INSURED	
<p>A. <u>Hospital Cash</u> In the event of the insured person sustaining Bodily Injury which directly and independently of all other causes results in his/her being admitted in a Hospital as an in-patient within 1 (one) calendar month of the Date of Accident.</p>	<p>0.25% (one fourth of a percent) of the Capital Sum Insured per day of hospitalisation for a maximum of 365 days (three hundred and sixty five) per policy</p>
<p>B. <u>Modification Allowance</u> In the event of Permanent Total Disability or Dismemberment, the cost of modification of the house or vehicle to combat disability will be reimbursed to You/ Insured Person.</p>	<p>5% (five percent) of Capital Sum Insured or Actuals whichever is lesser</p>
<p>C. <u>Injury Allowance due to Foreign object</u> In the event of an iatrogenic error (Error by the Medical Practitioner) which leads to a foreign object being left in the insured person's body during medical/surgical treatment, a fixed amount will be paid to You/ Insured Person.</p>	<p>10% (ten percent) of Capital Sum Insured per policy period</p>
<p>D. <u>Cost of Supporting Items:</u> In the event of Insured person meeting with an accident and liability having been admitted under Table of Benefits, 2 to 6, the Company would reimburse the cost of purchase of supporting items such as artificial limb, crutches, stretcher, tricycle, wheelchairs, intra-ocular lenses, spectacles or any other items which in the opinion of Medical Practitioner is necessary for insured person. The Company's maximum liability would be limited to 2% (two percent) of capital sum insured or actual expenses, whichever is lower in any one period of Insurance.</p>	
<p>E. <u>Cost of Travel :</u> The Policy covers the cost of travel for one person (a relative, friend, or colleague of insured) to meet the insured person who has been injured due to accident and the claim has been admitted under the Table of Benefit and also for return travel expenses for injured insured person. The benefit is as under:</p> <p>a) Cost of travel for any relation, friend, colleague or any other nominated person by the Insured person or his/her spouse:- In the event of insured person meeting with an accident outside the city/town, where his/her principal place of residence is located and claim having been admitted under "Table of Benefits" '1 to 6' and becomes payable; the Company would reimburse the cost of travel expenses for one of the relation, friend, colleague of insured person or a person nominated by the insured person or his/her spouse to join him/her for both outward/return journey. This benefit is available only if the Insured Person is hospitalized in consequence of Accident. The maximum liability of the Company would be limited to 2.5% (two & a half percent) of the Capital Sum Insured or actual expenses whichever is lower.</p> <p>b) Cost of travel for insured person. In the event of insured person meeting with an accident outside the city/town, where his/her principal place of residence is located and claim having been admitted under "Table of Benefits" '1 to 6' and becomes payable; the Company would reimburse the cost of travel expenses for insured person to his / her principal place of residence or any other location for emergency treatment. This benefit is available only if the Insured Person is hospitalized as a consequence of Accident. The maximum liability of the company would be limited to 2.5% (two & a half percent) of the Capital Sum Insured or actual expenses, whichever is lower.</p>	

<p>F. <u>Expenses For Carriage of Dead Body</u> In the event of death of Insured Person outside his/her Home, transportation cost for carriage of dead body to Home including funeral charges is payable.</p>	Rs. 2,500/- (Two thousand five hundred).
<p>G. <u>Damage to Clothes</u> Cost of Clothing damaged in the Accident as described above and liability is admitted by us.</p>	Rs. 1000 (one thousand) per accident.
<p>H. <u>Ambulance charges</u> for transportation of Insured person to Hospital following Accident which results in liability having been admitted by us as per 1 to 6 of "Table of Benefits".</p>	Rs. 1000 (one thousand) per accident.
<p>I. <u>Education Fund</u> In the event of death, permanent total disablement i.e. 1 to 4 of "Table of Benefits" of Insured Person, we will approve compensation towards Education Fund for dependent children as below: a) For one child upto the age of 23 years. b) For more than one child upto the age of 23 years.</p>	<p>a) Onetime payment of Rs. 5,000/- (five thousand) for one child upto the age of 23 years. b) Onetime payment of Rs. 10,000/- (ten thousand) for more than one child upto the age of 23 years.</p>
<p>J. <u>Loss of Employment</u> In the event of accident leading to loss of employment as a consequence of 2, 3 and 4 of "Table of Benefits".</p>	Onetime payment of 1% (one percent) of the Capital Sum Insured.

* These benefits will trigger only if the claim is made pertaining to any of the benefits mentioned in "Table B" above.

PROVISIONS

Provided That All Sums Payable Hereunder Shall Be Payable:

- i) In case of claim by Death or Permanent Total Disablement i.e. Benefit (1) to Benefit (4) of "Table of Benefits" only after deleting by an endorsement the name of Insured Person in respect of whom such sums shall become payable without any refund of premium.
- ii) In case of claim by Permanent Partial Disablement i.e. Benefit (5) of "Table of Benefits" only after reduction by an endorsement of Capital Sum Insured by the amount admissible under the claim in respect of Insured person in respect of whom such sum shall become payable.
- iii) In case of Temporary Total Disablement Benefit i.e. (6) of "Table of Benefits" only upon termination of such disablement in respect of Insured person for whom the claim has been lodged.

SPECIAL CONDITIONS:

- I) Cumulative Bonus is not permissible under this policy.
- II) Death / Permanent Disablement / Temporary Total Disablement caused by Idiosyncratic Reaction to any drug including anaesthesia administered during medical treatment by a medical practitioner will be considered to result from an accident and will fall under "Table of Benefits" 1(e) to 6.

GENERAL EXCLUSIONS

We will not pay for any compensation in respect of death, Injury or disablement of the Insured Person.

1. As consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
2. Directly or indirectly caused by contributed to by or arising from:
 - i) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
 - ii) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.

DOCUMENTS REQUIRED FOR SETTLEMENT OF CLAIMS:

Immediate written notice of claim must be given to the Company with full particulars, in any case within 1 month.

1. INJURY CLAIMS

- a) Immediate written notice of claim must be given to the Company with full particulars, In any case within one month after death.
- b) In case of loss of sight or loss of limbs notice must be given within one month of loss of sight or amputation of a limb.
- c) Claim form duly completed.
- d) Report of attending doctor, either as a separate document or on the form forming part of the claim form.
- e) Investigation reports like laboratory tests, X-ray reports and other reports etc. to confirm the injury.
- f) Police Report (this may not be required where the injury is due to an accident where no one is responsible. For example – fall in the bathroom etc.)
- g) Certificate of proof of age for dependent child/children, in case the claim is under Education Fund Provision.
- h) Proof of admission in the hospital and the discharge from the hospital to establish the hospitalization period.

2. FATAL ACCIDENT CLAIMS:

In addition to the above document, following documents are required for fatal accident claims:

- a) Death Certificate
- b) Post-mortem Report (this report may not be insisted where the Judicial Magistrate or an officer of the State Government has granted exemption for conducting post-mortem)
- c) Report of the magistrate confirming the circumstance of the accident. This could be waived depending upon the merit of the case.
- d) Legal heir ship Certificate
- e) Original Policy Schedule.

GENERAL CONDITIONS:

1. Reasonable Precaution

You shall take all reasonable precautions to prevent injury or damage in order to minimize claims.

2. Notice

You will give every notice and communication in writing to Our office through which this insurance is affected.

3. Free Lookup Period:

You will be allowed a period of at least 15 (fifteen) days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable.

If you have not made any claim during the free look period, then you shall be entitled to:

- i) A refund of the premium paid less any expenses incurred by us.
- ii) Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover.
- iii) Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

Free look period is not applicable for renewal policies.

4. Changes in Circumstances:

You must inform us, as soon as reasonably possible of any change in information you have provided to us about Insured person which may affect the Insurance cover provided e.g. duty, business, occupation and obtain from us an endorsement to this effect.

5. Claim Procedure and Requirements

i) Intimation of claim: An event, which might become a claim under the policy, must be reported to us as soon as possible. In case of death, written notice also of death must, unless reasonable cause is shown, be given before internment/ cremation and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation. Based on the circumstances of the case the insurer may condone the case with delay in intimation beyond one calendar month. A written statement of the claim will be required and a claim form will be provided.

You or Your personal representative must give immediate written notice but within 14(fourteen) days of occurrence of injury, disease.

ii) All certificates, information and evidence from a Medical Attendant or otherwise required by us shall be furnished by you, your personal representative in the manner and form as we may prescribe. In such claims your legal representative, Nominee, beneficiary will allow Our representative to carry out examination and ascertain details if and when we may reasonably require and in the event of death get the post-mortem examination done in respect of body of Insured Person.

6. Fraud

If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without your knowledge, all benefit(s) under this Policy shall be forfeited.

7. Renewal

Renewal shall not be refused unless justified on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured, provided, however, that you apply for renewal and remit the requisite premium before the expiry of this policy.

The Policy has to be renewed within the expiry date or within a maximum of 30(thirty) days from the expiry date, beyond which any insurance cover will be treated as fresh cover.

8. **Electronic transaction:**

Insured agree to adhere to and comply with all such terms and conditions as IFFCO-TOKIO may prescribe from time to time and hereby agree and confirm 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 IFFCO-TOKIO for and in respect of the policy or its terms or IFFCO-TOKIO other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with IFFCO-TOKIO terms and conditions for such facilities, as may be prescribed from time to time. However the terms of the condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policy holder's interests.

9. **No Constructive Notice:**

Any knowledge or information of any circumstance(s) or condition in connection with Insured, in possession of any of IFFCO-TOKIO official shall not be the notice to or be held to bind or prejudicially affect IFFCO-TOKIO notwithstanding subsequent acceptance of the premium.

10. **Subrogation:**

- i) Insured shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which IFFCO-TOKIO shall be or would become entitled or subrogated upon IFFCO-TOKIO paying any claim under this policy, whether before or after indemnification;
- ii) Insured shall not do or cause to be done anything that may cause any prejudice of IFFCO-TOKIO right of subrogation;
- iii) Insured agree that any recoveries made shall first be applied in making good any sums paid out by or on behalf of IFFCO-TOKIO for the claim and the costs of recovery.

11. **Cancellation**

i) We may cancel the policy on grounds of fraud, moral hazard or misrepresentation or non-cooperation by you by sending 30(thirty) days notice by registered post to your last known address. You will then be entitled to, except in case of fraud or illegality on your part, a pro-rata refund of premium for unexpired period of this policy in respect of such insured person in respect for whom no claim has arisen.

ii) You may cancel the policy by sending written notice to us under registered post. We will then allow a refund on following scale, except for those insured person for whom claim has been preferred on us under the current policy:

Period of cover up to	Refund of annual premium rate (%)
1(one) month	75% (seventy five percent)
3(three) months	50% (fifty percent)
6(six) months	25% (twenty five percent)
Exceeding six months	Nil

12. **Notice of Charge**

We will not be bound to take notice or be affected by any notice of any trust, charge, lien or other dealings with or relating to this policy. Your receipt or receipt of insured person shall in all cases be an effective discharge to us.

13. **Policy disputes:**

The parties to this policy expressly agree that the laws of the republic of India shall govern the validity, construction, interpretation and effect of this policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the company to be subject to Indian law. All matters arising hereunder shall be determined in accordance with the law and practice of such court within Indian Territory.

14. **Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 (thirty) days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the arbitration and conciliation act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.

15. **Disclaimer Clause**

If we shall disclaim our liability in any claim and such claim shall not have been made subject matter of suit in a court of law within 12(twelve) months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this policy.

16. No sum payable under this policy shall carry any interest/ penalty.

17. The geographical scope of this policy will be worldwide; however the claims shall be settled in India in Indian rupees. The provisions of this policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

18. **Withdrawal & Alteration of Policy Conditions:**

The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.

19. **Protection of Policy Holder's Interest:**

In the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/ assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.

20. **Grievance or Complaint:**

You may register a grievance or complaint by visiting our website www.itgi.co.in you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.

Grievance Department details are as mentioned below:

Contact Person: Mr. Amit Jain
E-Mail ID: chiefgrievanceofficer@iffcotokio.co.in
Contact Number: 0124-2850100
Address: IFFCO-Tokio General Insurance Company Limited.
IFFCO TOWER – II
Plot No.3, Sector-29, Gurgaon
Haryana-122001

21. **Payment of premium:**

The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.

22. **Provision for Senior Citizens:**

- i) The insured will be informed in writing of any underwriting loading charged over and above the premium and the specific consent of the policyholder for such loading will be obtained before issuance of a policy.
- ii) Separate channel to address the related claims and grievances of senior citizen are mentioned below:

Claims: seniorcitizenclaims@iffcotokio.co.in

Grievance: seniorcitizengrievance@iffcotokio.co.in

Contact Number: 0124-2850100

Address: IFFCO-Tokio General Insurance Company Limited.

IFFCO TOWER – II

Plot No.3, Sector-29, Gurgaon

Haryana-122001

23. **Insurance Ombudsman:**

If you are not satisfied with any issue pertaining to the insurance, you can approach the insurance ombudsman in the respective area for resolving the issue. The contact details of the ombudsman offices are mentioned below:

Jurisdiction	Office Address
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata Ph:222 12669 Fax: 222 12668
Maharashtra	Jeevan Seva Annex, 3 rd floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
North-Eastern States	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
Orissa	62, Forest Park, Bhubaneswar 751009