



THE ORIENTAL INSURANCE COMPANY LIMITED,
Regd. Office: Oriental House, P.B. No. 7037, A-25/27, Asaf Ali Road, New Delhi - 110 002
RAJRAJESHWARI MAHILA KALYAN BIMA YOJNA
(For Women in the age group 10-75 years)
UIN:IRDA/NL-HLT/OIC/P-P/V.I/46/14-15

Whereas the Insured named in the Schedule hereto has made or caused to be made to Oriental Insurance Company Ltd. (hereinafter called the "the company") a written proposal (warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid to the company the premium herein stated for the insurance of the risks hereinafter specified occurring during the period stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the terms exclusions definitions and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured as hereinafter mentioned.

The Insurance cover would be available on 24 hour risk basis. If the Insured shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means, and if such injury shall within 6 calendar months (unless otherwise specified) of its occurrence lead to disablement as specified below, then the Company shall pay to the Insured the sum hereinafter set forth that is to say:

| | | |
|----|---|--|
| a. | Permanent Total Disablement | Rs.25,000/- to Rs. 1 lac in multiple of Rs. 25,000/- |
| b. | Loss of one limb and one eye or loss of both eyes and/or loss of both limbs | Rs.25,000/- to Rs. 1 lac in multiple of Rs. 25,000/- |
| c. | Loss of one limb/sight in one eye | Rs.12,500/- |

It is further understood and agreed as under:

- 1) In case of unmarried women, the policy will be extended to cover death due to accident as defined in the policy in which even the compensation will be payable to the nominee or legal heir. The compensation shall be Rs.25,000/-.
- 2) In case of married women, the policy is extended to cover the death of the insured's husband arising out of accidental death caused by external violent and visible means and the compensation is payable to wife only. The compensation shall be Rs.25,000/-. It is clarified for avoidance of doubt that in the event of wife predeceasing the husband or in the event of simultaneous death of husband and insured wife no compensation shall arise under this extension.
- 3) In case of women, it also includes death and PTD due to surgical operations such as sterilization, caesarean, hysterectomy i.e. removal of uterus and removal of breasts due to cancer operations, death at the time of child birth provided that such death occurs during the surgical operation in hospital/nursing home or whilst being in the hospital/nursing home after such surgery convalescence. However not beyond a period of 7 days from the date of surgical operations.
- 4) This insurance cover would be available on 24 hours risk basis and would include all types of accidents, arising anywhere i.e. at home, at any public whilst engaged in any occupations/vocational activity and/or traveling by mode of conveyance directly caused by external and visible means in a sudden unforeseen manner.

| S.NO. | RISK COVERED | COMPENSATION PAYABLE |
|-------|---|---|
| 1. | Temporary total disablement arising out of an accident defined here above and resulting in hospitalization as an inpatient resulting in total disability to engage in any occupation or work or employment | Rs.500/- per month subject to maximum of Rs.1,500/- |
| 2. | Legal divorce: Actual legal expenses necessarily incurred for legal divorce proceedings initiated during the currency of the policy and incurred during renewal of the policy but once in life time of the insured and provided the expenses shall be reimbursed only on obtaining divorce decree | Actuals not exceeding Rs.2,000/- |
| 3. | Loss and or damage to household goods/personal effects whilst contained in house/dwelling arising out of fire, lightening, riots, terrorism, storm, typhoon, flood, cyclone and earthquake | Rs.2,000/-- |

DEFINITION/EXPLANATION:

- a) **Accident** means sudden, unforeseen and involuntary event caused by external and visible means.
- b) **Renewal** defines 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.

- c) **Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage. Coverage is not available for the period for which no premium is received.
- d) **Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified.
- e) Death by accident means caused by outward, violent and visible means would include death arising out of or traceable to slipping, falling from the mountain, insect bites, snakes and animals bite, drowning, washing away in floods, landslide, rockslide, earthquake, cyclone and other convulsions of nature and/or calamities, rape, murder or terrorist activities. It also includes death caused by surgical operations such as sterilization, caesarean, hysterectomy i.e. removal of uterus and removal of breasts due to cancer operations, death at the time of child birth provided that such death occurs during the surgical operation in hospital/nursing home or whilst being in the hospital/nursing home after such surgery convalescence. However not beyond a period of 7 days from the date of surgical operations.

PROVISIONS

Provided Always that the Company shall not be liable under this Policy for :-

1. Compensation under more than one of the Sub-clause (a), (b), or (c), in respect of same injury or disablement.
2. Payment of compensation in respect of death, injury or disablements directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of grant of insurance or issue of Insurance documents.
3. Payment of compensation in respect of death or disablement of the insured from
 - (a) Intentional self-injury, suicide or attempted suicide
 - (b) Whilst under the influence of intoxicating liquor or drugs
 - (c) Directly or indirectly caused by insanity,
 - (d) Arising or resulting from the insured committing any breach of the law with criminal intent.
4. Payment of compensation in respect of Death or disablement to the insured directly caused by or contributed to by or arising from or traceable to ionizing radiation or contamination by radioactivity from any source whatsoever, or from nuclear weapons material.
5. Death, injury or disablements and loss or damage to property directly or indirectly caused by our arising from or in consequence of or contributed to by nuclear weapons or material.
6. Death, injury or disablement of the insured and any loss or damage to property occasioned by or through or in consequence directly or indirectly of any of the following occurrences namely,
 - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), Civil War.
 - b) Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, revolution, military or usurped power.
7. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
8. Loss or damage to property occasioned by or through or in consequence of
 - i) The burning of property by order of any Public Authority
 - ii) Subterranean Fire
 - iii) Volcanic eruption or other convulsions of nature
9. Loss or damage to property such as :
 - a) Goods held in trust or on commission
 - b) Bullion or unset precious stones
 - c) Any curios or work of art
 - d) Manuscripts, plans, drawings or designs, patterns, models or moulds.
 - e) Securities, obligation or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records.
 - f) Explosives
10. Any payment in excess of sum insured under this policy during any one year of insurance, for any one insured person.

CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this Policy insured shall forthwith give notice thereof to the company Unless reasonable cause is shown, the insured should within one calendar month after the event which may give rise to claim under the policy, shall give written notice to the Company with full particulars of the claim.
2. Grace period of 15 days will be available 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. Coverage is not available for the period for which no premium is received.

3. Proof satisfactory to the Company shall be furnished of all matters upon which claim is based. Any medical or other agent of the Company shall be allowed to examine the person or the insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post mortem examination of body of the Insured and such evidence as the Company may from time to time require (including a post mortem examination if necessary) shall be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight, the insured shall undergo at the insurers expense (with written and express consent/approval of the insurer), such operation or treatment as the Company may reasonably deem desirable.
3. No sum payable under this Policy shall carry interest.
4. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the Insured.
5. 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.
6. The contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous.
7. The Company may at any time by notice in writing cancel this policy. Provided that the Company, shall in that case return to the Insured the then last paid premium less a pro-rata part thereof for the Portion of the current Insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted addressed to the Insured at the address last registered in the Company books and shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post.
8. It will be 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.
9. It will be the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.
9. If the insured shall at any time during the continuance of the policy be insured with the company against similar Raj Rajeshwari Mahila Kalyan Bima Policy, then the maximum liability of the company irrespective of the number of such policies in force with the company shall be limited to a sum of Rs.25,000/- only.
10. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 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 such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
11. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject of suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
12. **IRDA REGULATION NO. 5.** This policy is subject to regulation 5 of IRDA (Protection of Policy Holder interest) regulation.

**IMPORTANT
Free Look Period**

All new individual Policy except those with tenure of less than a year shall have a free look period. The free look period shall be applicable at the inception of the policy and:

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

PROHIBITION OF REBATES :

The following is an extract of Section 41 of Insurance Act, 1938

(1) No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out 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 the 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 provisions of this section shall be punishable with fine which may extend to one hundred rupees.