



POLICY WORDINGS - PERSONAL ACCIDENT POLICY

General Definations:

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Definition of Family: Means an Insured Person's legal spouse, children, siblings, siblings in law, parents, mother in law, father-in-law, legal guardian, step or adopted children, step parents. The same will be incorporated in the our policy wording.

Definition of Child: Means dependent child/children including adopted and step child/children of the insured Person between ages 5 years to 25 years, who are unmarried and permanently reside with the Insured person, and receive the majority of maintenance and support from the Insured Person.

WHEREAS the Insured named in the Schedule hereto had made or caused to be made to Shriram General Insurance Co. Ltd. (hereinafter called the 'Company') a written proposal dated as stated in the Schedule hereto (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 specified hereinafter for the period stated in the Schedule or for any further period for which the Company may accept payment for the renewal of this policy

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

1. If at any time during the currency of this Policy, the Insured Person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the Company shall pay to the insured or his legal personal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say :
 - (a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured (CSI) stated in the Schedule hereto. Provided further that the company shall pay double of sum insured stated in (a) if death due to accident while traveling in **commercial aircraft/ship as fare paying passenger.**
 - (b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and Irrecoverable loss of
 - i) sight of both eyes or the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insured in the Schedule hereto.
 - ii) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto.
 - (c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
 - i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the schedule hereto :
 - ii) total and irrecoverable loss of use of hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.

NOTE: For the purpose of Clause (b) and Clause (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot at or above the ankle.

- d) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person from engaging in any employment or occupation of any description whatsoever, then lump sum equal to hundred percent (100%) of the Capital Sum Insured.
- e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the capital Sum Insured as indicated below shall be payable. :

		Percentage of Capital Sum Insured
i)	Loss of toes	
	- all	20
	- Great - both phalanges	05
	- Great one phalanx	02
	- Other than great, if more than one toe lost for each	01
ii)	Loss of hearing - both ears	50
iii)	loss of hearing - one ear	15
iv)	loss of four fingers and thumb of one hand	40
v)	Loss of four fingers	35
vi)	Loss of thumb	
	- both phalanges	25
	- Loss of thumb – one phalanx	10
vii)	Loss of index finger	
	- three phalanges	10
	- two phalanges	08
	- One phalanx	04
viii)	Loss of middle finger	
	- three phalanges	06
	- Two phalanges	04
	- One phalanx	02
ix)	Loss of ring finger	
	- three phalanges	05
	- two phalanges	04
	- one phalanx	02
x)	Loss of little finger	
	- Three phalanges	04
	- Two phalanges	03
	- One phalanx	02
xi)	Loss of metacarpals	
	- first or second (additional)	03
	- third, fourth or fifth (additional)	02

- f) Any other permanent partial disablement percentage as assessed by the panel doctor of the company. The applicable benefits with CSI for the same as more specifically described in the shedule will be considered for any liability under the Policy.

EXCEPTIONS

PROVIDED ALWAYS THAT:

The Company shall not be liable under this Policy for:

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.

2. Any other payment after a claim under one of the Sub-Clauses (a), (b) or (d) has been admitted and become payable.
3. Any payment, in case of more than one claim under the Policy, during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clauses (a) of this Policy.
4. Payment of compensation in respect of Death, Injury or Disablement of the Insured (a) from intentional self-injury, suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal disease/s, AIDS or insanity, (e) arising or resulting from the insured committing any breach of law with criminal intent. 'Standard type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) 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 multi-engine.
5. Payment of compensation in respect of Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to : War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment by all kings, princes and people of whatsoever nation, condition or quality.
6. Payment of Compensation in respect of death of, or bodily injury or any disease or illness to the Insured Person.
 - (a) Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon material. Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done by the insured be a condition precedent to any liability of the Company under this Policy.
7. Pregnancy Exclusion Clause : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child-birth or from pregnancy or in consequence thereof.

CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice unless reasonable cause is shown, be so given within seven days 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.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any Medical or other agent of the Company will be allowed to examine the insured person 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 the body of the insured. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, if necessary, 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 insured's expense such operation or treatment as the Company may reasonably deem desirable. Provided that all sums payable hereunder shall be payable in case of death or permanent total disablement only after deleting by an endorsement the name of the insured person in respect of whom such sum shall become payable without any refund of premium.
3. 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 or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.
4. i) The insured shall give immediate notice to the company of any change in the business or occupation of the insured person and insurance company will readjust the premium..
 - ii) The insured shall, on tendering any premium for the renewal of this Policy, give notice in writing to the company of any disease, physical defect or infirmity with which he has become affected since the payment of last preceding premium.

5. This Policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.
6. 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 prorata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed to the insured at the address last registered in the Company's 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. **OR** the policy may be cancelled at any time by the insured by a notice in writing under a certificate of posting or a Regd. A. D. Such notice shall be deemed to be effective from the date of despatch of the same by the insured. **PROVIDED** no claim has arisen under the within mentioned Policy prior to the despatch of such notice by the insured to the company, the insured would be entitled to the return of premium less premium at company's short period rates for the period the policy has been in force.

Rate for short period Insurance

Period	Rate
Upto 1 month	¼ of annual rate
3 months	½ of annual rate
6 months	¾ of annual rate
Exceeding 6 months	Full rate

7. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the insured or his legal personal representatives shall in all cases be an effective discharge to the Company.
8. If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties 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. The seat of arbitration will be Jaipur.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

9. 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 matter of a suit in a court of Law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter recoverable hereunder.