

## **Bharti AXA General Insurance Company Limited**

### ***Smart Janata Personal Accident Insurance Policy***

#### **PREAMBLE**

**WHEREAS** the Insured named in the Schedule hereto has made and/or caused to be made to Bharti AXA General Insurance Company Limited (hereinafter called 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 or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made thereunder, to the Company the premium herein stated for the insurance specified hereinafter for the period stated in the Schedule hereto.

#### **Operative Clause:**

**NOW THIS POLICY WITNESSETH** that in consideration of the payment made or to be made, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938, and the rules made there under to the Company, of the premium 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 and subject to the terms, provisions, exceptions and conditions herein expressed or contained or hereon endorsed, the Company shall, if the Insured or any of the Insured Persons shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, pay to the Insured / Insured Person, his/her nominee or legal representative as the case may be, compensation to the extent and manner hereinafter set forth -

- a) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured / Insured Person, the sum insured stated in the Schedule hereto, applicable to such Insured / Insured Person;
- 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 of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the sum insured stated in the Schedule hereto applicable to such Insured / Insured Person;



general insurance

- 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 sum insured stated in the Schedule hereto, applicable to such Insured / Insured Person.
- 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 sum insured stated in the Schedule hereto, applicable to such Insured / Insured Person;
  - ii) Use of a hand or a foot without physical separation, fifty percent (50%) of the sum insured stated in the Schedule hereto applicable to such Insured / Insured Person.

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

- d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured / Insured Person from engaging in or being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the sum insured, stated in the Schedule hereto applicable to such Insured / Insured Person.

**Exclusions:**

PROVIDED ALWAYS THAT the Company shall not be liable under this Policy for –

1. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
2. 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.
3. Compensation under more than one of the foregoing Clauses (a), (b) or (d) in respect of the same period of disablement of the Insured / Insured Person.
4. Any other payment to the same person after a claim under one of the foregoing Clauses (a), (b) or (d) has been admitted and become payable.
5. Any payment in excess of sum insured mentioned under the Policy during the policy period.



general insurance

6. Payment of compensation in respect of death, injury or disablement of the Insured / Insured Person (a) from 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 Person committing any breach of law with criminal intent.
7. Payment of compensation in respect of death, injury or disablement of the Insured / 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 detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
8. Payment of compensation in respect of, death of, or bodily injury or any disease or illness to the Insured / Insured Person directly or indirectly caused by or contributed to by or arising from -
  - a) ionizing radiation or contamination by radioactivity from any source whatsoever
  - b) nuclear weapons material.

Provided that 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 or not to be done by the Insured and/or Insured Person and the truth of the statements and answers in the said written proposal shall be a condition precedent to any liability of the Company under this Policy.

9. This Policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured / Insured Person.

## CONDITIONS

### 1. Duty of Disclosure:

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured / Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

### 2. Observance of terms and conditions:



general insurance

The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**3. Material Change:**

The Insured / Insured Person shall immediately notify the Company by fax or in writing of any material change in the risk or change in business or occupation and cause at his own expense such additional precaution to be taken as circumstances may require to ensure safety thereby containing the circumstances that may give rise to a claim and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly.

All cover under this Policy shall cease if any alteration be made whereby the risk of damage or injury is increased unless such alteration be agreed to by the Company in writing.

**4. Fraudulent Claims:**

If any claim is in any respect fraudulent, or if any false statement or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured / Insured Person or anyone acting on his/her/their behalf to obtain any benefits under the Policy, all benefits under this Policy shall be forfeited. The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition as well as under Condition No 1 of this Policy.

**5. No Constructive Notice;**

Any knowledge or information of any circumstances or condition in connection with the Insured /Insured Person, in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of the premium.

**6. Notice of Charge**

The Company shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy; but the payment by the Company to the Insured / Insured Person, his/her nominee or legal representative as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

**7. Overriding effect**

The terms and conditions contained herein and in the Schedule hereto shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein.

**8. Electronic Transaction:**



general insurance

The Insured / Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations ( whether voice, video, data or combination thereof)or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time However, the terms of this condition shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests.

#### **9. Duty of the Insured / Insured Person on occurrence of loss:**

On the occurrence of loss within the scope of cover under the Policy, the Insured / Insured Person shall:

- a) give written notice with full particulars to the Company immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so 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 limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation
- b) proof satisfactory to the Company shall be furnished on all matters upon which a claim is based
- c) in the event of death, to make a post-mortem examination of the body of the Insured / Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.
- d) in the event of a claim in respect of loss of sight the Insured / Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable
- e) any Medical officer or other representative of the Company shall be allowed to examine the Insured / 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. Such examination will be carried out at the Company's cost.
- f) allow the Medical Practitioner or any representative of the Company to inspect the medical and hospitalisation records and to examine the Insured / Insured Person. Such investigation will be done at Company's cost.
- g) assist and not hinder or prevent the Company or any of its agents in pursuance of their duties

In case the Insured / Insured Person does not comply with the provisions of this clause or other obligations cast upon the Insured / Insured Person under this Policy or in any of the Policy documents, all benefit under the Policy shall be forfeited, at the option of the Company.

#### **10. Claim Documentation**

The Insured / Insured Person or his/her nominee, legal representatives as the case may be, is required to submit the following documents while lodging a claim under the Policy:

In case of Personal Accident Death claims

- a) FIR from police authorities wherever necessary (in case of accidents outside residence)
- b) Death Certificate from the Municipal Authorities
- c) Post Mortem Report
- d) Any other document as may be required by the Company

In case of Personal Accident Disability claims

- a) FIR from police authorities wherever necessary (in case of accidents outside residence)
- b) Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c) Hospital Medical Records
- d) Any other document as may be required by the Company

The Insured / Insured Person shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured / Insured Person and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

**11. Right to Inspect :** If required by the Company, an agent/representative of the Company including a Physician appointed in that behalf shall in case of any loss or any circumstances that have given rise to a claim to the Insured / Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured / Insured Person shall on being required so to do by the Company produce all relevant documents relating to or containing reference relating to the loss or such circumstance in his/her possession including presenting himself for examination and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain the correctness thereof or the liability of the Company under this Policy. Further to this, it is clarified such inspection will be carried out at Company's cost.

#### **12. Position after a claim**

All sums payable hereunder shall be payable 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;

**13. Forfeiture of claims:**

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

**14. Cancellation/Termination:**

The Company may cancel this Policy, by giving 15 days notice in writing by Registered Post Acknowledgment Due to the Insured at his / their last known address in case of non-cooperation of the Insured in implementing the terms and conditions of this Policy or fraud committed by any insured person associated with the Policy or claim, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales. Provided however that refund on cancellation of Policy by the Insured shall be made only if no claim has occurred up to the date of cancellation of this Policy

<b>Table of Short Period Scales</b>	
<b>Period of Risk</b>	<b>Premium to be Retained (% of the Annual Rate).</b>
Up to one month	25%
Up to three months	50%
Up to six months	75%
Above six months	Full Annual Rate.

**15. Currency of payment:**

All claims shall be payable in India in Indian Rupees only. No sum payable under this Policy shall carry interest.

**16. 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 Courts within Indian Territory

**17. Arbitration:**

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 the dispute/difference, or if they can not 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 the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliations Act 1996.

It is hereby agreed and understood that no dispute or difference shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such Arbitrator/Arbitrators of the amount of the loss shall be first obtained.

**18. Time limit for making a claim**

The Company agrees and undertakes to pay claim subject to the maximum total sum insured under this Policy provided that Company is bound and liable to pay in accordance with the terms and conditions of this Policy only and only if a demand or claim on the Company in writing is made within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

**19. Renewal Notice:**

The Company shall not be bound to accept any renewal premium or to give notice that such is due, in case of non-cooperation of the Insured / Insured Person in implementing the terms and conditions of this Policy or non-payment of required premium. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured / Insured Person that may result to enhance the risk of the Company. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

**20. Notices:**





general insurance

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

(a) In case of the Insured / Insured Person, at the address given in the Schedule hereto.

(b) In case of the Company, to the Policy issuing office/nearest office of the Company.

Notice and instruction will be deemed served 7 days after posting or immediately on receipt in the case of hand delivery, facsimile or e-mail.

21. **Any One Accident Limit** :( Applicable for group policies only): If there are multiple claims arising out of any one accident during policy period, the maximum liability of the Company shall be limited to the “Any One Accident” limit specified in the Schedule hereto. It is also understood, the Any One Accident Limit shall be notified to the Insured at the time premium quotation or proposal.

**22. Customer Service:**

If at any time the Insured / Insured Person requires any clarification or assistance, the Insured / Insured Person may contact the Policy issuing office or any other office of the Company.

1.1. Grievance Redressal : In case the Insured / Insured Person is aggrieved in any way, the Insured / Insured Person may contact the Company at the specified address, during normal business hours. In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 14 days, then he/she may approach the Insurance Ombudsman for the redressal of the same, A list containing the present addressees of Offices of Ombudsman is appended below:

**List of Insurance Ombudsmen**

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079-27546150 Fax:079-27546142 E-mail:	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu

		insombahd@rediffmail.com	
<b>BHOPAL</b>	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, <b>BHOPAL</b>  Tel. 0755-2769201/02 Fax:0755-2769203  E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park <b>BHUBANESHWAR – 751 009</b>  Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429  E-mail: ioobbsr@dataone.in	Orissa
<b>CHANDIGARH</b>	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , <b>CHANDIGARH – 160 017</b>  Tel.: 0172-2706196 Fax: 0172-2708274  E-mail: <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b>	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, <b>CHENNAI – 600 018</b>  Tel. 044-24333678 Fax: 044-24333664  E-mail: <a href="mailto:insombud@md4.vsnl.net.in">insombud@md4.vsnl.net.in</a>	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
<b>NEW DELHI</b>	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road <b>NEW DELHI – 110 002</b>  Tel. 011-23239611 Fax: 011-23230858  E-mail: <a href="mailto:iobdelraj@rediffmail.com">iobdelraj@rediffmail.com</a>	Delhi & Rajashthan

<b>GUWAHATI</b>	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road <b>GUWAHATI – 781 001</b>  Tel. : 0361-2131307 Fax:0361-2732937  E-mail: <a href="mailto:omb_ghy@sify.com">omb_ghy@sify.com</a>	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool <b>HYDERABAD – 500 004</b>  Tel. 040-23325325 Fax: 040-23376599  E-mail: <a href="mailto:hyd2_insombud@sancharnet.in">hyd2_insombud@sancharnet.in</a>	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
<b>ERNAKULAM</b>	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , <b>ERNAKULAM – 682 015</b>  Tel: 0484-2358734 Fax:0484-2359336  E-mail: <a href="mailto:iokochi@asianetglobal.com">iokochi@asianetglobal.com</a>	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
<b>KOLKATA</b>	Shri K.Rangabhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, <b>KOLKATA – 700 001</b>  Tel.:033-22134869 Fax: 033-22134868  E-mail : <a href="mailto:iombkol@vsnl.net">iombkol@vsnl.net</a>	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
<b>LUCKNOW</b>	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, <b>LUCKNOW – 226 001</b>  Tel.:0522-2201188 Fax: 0522-2231310	Uttar Pradesh and Uttaranchal



general insurance

		E-mail: <a href="mailto:ioblko@sancharnet.in">ioblko@sancharnet.in</a>	
<b>MUMBAI</b>	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), <b>MUMBAI – 400 054</b>  PBX: 022-26106928 Fax: 022-26106052  E-mail: ombudsman@vsnl.net	Maharashtra , Goa