

## Group Personal Accident Insurance Policy

Whereas the **Insured** has made to **SBI General Insurance Company Ltd** (hereinafter called the "**Company**"), a proposal which is hereby agreed to be the basis of this **Policy** and has paid the premium specified in the **Schedule**, now the **Company** agrees, subject always to the following terms, conditions, exclusions, and limitations and the Schedule, to indemnify the **Insured** as is herein provided.

The benefits covered under this policy are mentioned in the Schedule attached to this policy. The policy wording documents all the benefits that are available to the insured but covers only the benefits opted and as mentioned in the schedule of the policy

### **Part A: INTERPRETATIONS & DEFINITIONS**

The terms defined below have the meanings ascribed to them wherever they appear in this Policy Document and, where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same:

**Accident** - means a sudden, unforeseen and unexpected event caused by external, violent and visible means and resulting in physical bodily injury.

**Acquired Immune Deficiency Syndrome** - means the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immunodeficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Complex).

**Age** means completed years as at the commencement date of the policy. Minimum Age for this Policy is 18 Years and Maximum Age is 65 Years. However, Renewals can continue up to 80 years.

**Ambulance** - Any vehicle used solely for the conveyance of injured persons from Accident location or residential place of the insured or Hospital to any Hospital in emergency cases.

**Common Carrier** - means any civilian Scheduled Railways or Scheduled Aircraft or any public service vehicle as per Motor vehicle Act and in each case operated under a valid license for the transportation of passengers for hire.

**Day** - means a period of 24 consecutive hours.

**Disease / Illness** means a condition affecting the general well being and health of the body that first manifests itself in the Policy Period and which requires treatment by a Medical Practitioner.

**Deductible** - Deductible means the % of sum insured/claim amount/time period or the amount stated in the Schedule which needs to be borne by Insured Person for each and every claim made by him A deductible is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

**Eligible Children** - A dependent child refers to 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. The age be between six (6) months to 21 years and who are unmarried.

**Eligible Family** - means the Insured Person and/or the Insured Person's Spouse and/or, the Insured Person's Eligible Children.

**EMI-** stands for Equated Monthly Installments which includes (Principal Amount + Monthly Interest). EMI is always a fixed component throughout the tenor of the loan or as mutually agreed between the Insured person and the scheduled commercial bank at the time when the loan was approved by the scheduled commercial bank.

**Hospital/Nursing Home:** means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- I. has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 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 the Insurance company's authorized personnel.

For the purpose of this Policy, the term Hospital shall not include any institution which is primarily a rest home or convalescent facility, a place for custodial care, a facility for the aged or alcoholic or drug addicts or for the treatment of psychiatric or mental disorders; even if the institution has been registered as a hospital or nursing home with the Appropriate Authorities;

**Hospitalisation:** Means the insured persons admission into hospital for medically necessary treatment as an inpatient for a continuous period of 24 hours following an accident occurring during a policy period.

**Injury** - means bodily Injury caused solely, independently and directly by Accident (as defined in the Policy) and occurring during the Insured Period.

**Inpatient** - means a person: (a) who is confined in a Hospital for availing medically necessary treatment for which the insured person has to stay in a *hospital* for more than 24 hours for a covered event.

**"Insured"** means the group of persons/Corporate/organization/institution/firm/society/ other entity engaged in any trade or business in India on whose name the Policy is issued named as Insured in the Schedule.

**Insured Period** - means with respect to the Policy, the period commencing with the Effective Date of the Policy and terminating with the Expiration Date of the Policy as stated in the Policy Schedule.

**Insured Person** - means person from with age of 18 and up to Age 65 & (Renewal upto 80 years) or the eligible Spouse and/or the Eligible Children who are residents of India and are/is named in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal and Declaration Form for insurance has been received from the Policyholder and approved by Us.

**Immediate Family Member** - means an Insured Person's legal spouse; children; parents; mother-in-law; Father-in-law; legal guardian.

**Medically Necessary** - any treatment, tests, medication, or stay in *hospital* or part of a stay in *hospital* which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate Medical care in scope, duration, or intensity;
- must have been prescribed by a *medical practitioner*;

- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**Medical Practitioner** means a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his licence. The term Medical Practitioner would include Physician, Specialist and Surgeon. Immediate Family members are excluded from the Definition of Medical Practitioner.

**Policy** - means the Insured's Proposal and Declaration Form, the policy Schedule, Company's covering letter to the Insured and any enrolment forms, endorsements, papers or riders attaching to or forming part hereof, either at the inception or during the Policy Period. Policy also includes the statement made by the present Insured on the Proposal and Declaration Form at the time of signing the Proposal and Declaration Form.

**Policy Schedule** - means the Policy Schedule attached to and forming part of the Policy.

**Pre-existing Condition:** Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

**Proposal and Declaration Form:** means any initial or subsequent declaration made by the Policyholder and is deemed to be attached and which forms a part of this Policy.

**Professional Sports** - means a sport which is the primary livelihood earning of the player, which remunerates a player in excess of 30% of his or her annual income.

**Reasonable and Customary Charges** - Reasonable charges 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 illness / injury involved

**Scheduled Airline** - means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.

**Spouse** - means Your legal husband or wife.

**Sum Insured** - means the sum as specified in the Schedule to this Policy against the name of Insured Person, which sum represents the Company's maximum liability for any or all claims under this Policy during the Policy period against the respective benefit(s) for which the sum is mentioned in the Schedule to this Policy.

**War** - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**We, Us, Our** - means SBI General Insurance Company Limited.

**You/Your/Yourself** - means the Insured Person(s) who is named in the Policy Schedule.

## **Part B: COVERAGE**

We will provide the Benefits as detailed below and as shown in the Schedule to be operative for an event or occurrence described here below that occurs during the Policy Period. The Accidental death/Permanent total disability benefit is a mandatory cover under the policy and the benefits under other covers are optional and as opted by the insured. The maximum liability of the Company for each of the benefit opted is limited to its Sum Insured as reflected in the schedule of the policy and if a claim is made for more than one of the covered benefits resulting from any accident, only one benefit amount which is the largest among the admissible benefits, will be paid. Regardless of one or more claim during the policy period, the maximum amount payable towards any admissible benefit covered shall be restricted to sum insured for the Death/Permanent total disability benefit as reflected in the schedule of the policy.

### **1. ACCIDENTAL DEATH**

We will pay the Sum Insured, as mentioned in the Policy Schedule, for any injury that is caused due to an Accident that immediately or eventually results in Your loss of life, provided that such loss occurs under the circumstances described in the policy within 365 Days from the date of the Accident which caused the Injury.

We will pay the Sum Insured less any other amount paid or payable under Permanent Total Disability, Permanent partial disability section of this Policy, if these coverage are offered under this Policy, as the result of the same Accident

Exposure: For the purposes of the Accidental Death benefit above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring under the circumstances described

in the policy will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

Exclusions: In addition to the General Exclusions listed in this Policy this coverage under this section will not cover any loss caused directly or indirectly, wholly or partly by:

- a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
- b. medical or surgical treatment except as may be necessary solely as a result of Injury;

### **2. PERMANENT TOTAL DISABILITY (Including Loss of Sight and Hearing)**

We will pay a percentage of the Sum Insured shown against Permanent Total Disability in the Policy Schedule if Injury to You results in one of the losses shown in the Table of Losses below. The loss must occur under the circumstances described under the policy within 365 Days from the date of the Accident which caused Injury.

We will pay, provided such disability has continued for a period of 12 consecutive months and is total, continuous and Permanent at the end of this period, the Sum Insured less any other amount paid or payable under: Permanent Partial Disability section of this Policy, if these coverage's are offered under this Policy, as the result of the same Accident.

If more than one loss results from any one Accident, the largest of the amount that becomes payable will be paid.

Table of Losses

Loss of:	% of Sum Insured
Both Hands or Both Feet.....	100%
Sight of Both Eyes .....	100%
One Hand and One Foot ...	100%
Either Hand or Foot and Sight of One Eye ...	100%
Speech and Hearing in Both Ears .....	100%
Either Hand or Foot .....	50%
Sight of One Eye .....	50%
Speech or Hearing in Both Ears .....	50%
Hearing in One Ear.....	25%
Thumb and Index Finger of Same Hand ...	25%

“Loss” with regard to:

1. hand or foot means actual severance through or above the wrist or ankle joints respectively;
2. eye means entire and irrecoverable loss of sight;
3. thumb and index finger means actual severance through or above the joint that meets the hand at the palm;
4. speech or hearing means entire and irrecoverable loss of speech or hearing of both ears;

Exposure:

For the purposes of the Accidental Dismemberment benefit above, a loss resulting from You being unavoidably exposed to the elements due to an Accident occurring under the circumstances described in a Hazard will be payable as if resulting from an Injury. Loss must occur within 365 Days of the date of the Accident.

Definitions:

Permanent - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement.

Permanent Total Disability - means You are unable to engage in each and every occupation or employment for compensation or profit for which You are reasonably qualified by education, training or experience for the rest of your life. If at the time of loss You are unemployed, Permanent Total Disability shall mean the total and Permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

Exclusion:

In addition to the General Exclusions listed in this Policy this coverage section shall not cover loss caused directly or indirectly, wholly or partly by:

- a. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
- b. Medical or surgical treatment except as may be necessary solely as a result of Injury.

**3. PERMANENT PARTIAL DISABILITY:**

When as the result of Injury occurring during the policy period and commencing within 365 Days from the date of the Accident, You suffer a Permanent Partial Disability, We will pay, provided such disability has continued for a period of 12 consecutive months and is continuous and Permanent, at the end of this period, a percentage of the Sum Insured shown in the Policy Schedule if Injury to You results in one of the losses shown in the Scale below less any other amount paid or payable under the Accidental Dismemberment, or Permanent Total Disability, or Permanent Total Loss of Use sections of this Policy as the result of the same Accident.

Scale: Percentage of Sum Insured:

Loss of toes - all (both feet).....	20%
Great toe.....	5%
Other than great toe, if more than one toe lost, each.....	1%
Loss of four fingers and thumb of one hand .....	40%
Loss of four fingers.....	25%
Loss of thumb.....	15%
Loss of index finger.....	10%
Loss of middle finger.....	6%
Loss of ring finger.....	5%
Loss of little finger.....	4%

"Loss" with regard to:

- (a) Toe, finger, thumb means actual complete severance from the foot or hand;
- (b) Hearing means entire and irrecoverable loss of hearing.

When more than one form of disability results from one Accident, We add the percentages from each together. However, We will not pay more than 100% of the Sum Insured shown in the Policy Schedule.

If claim is payable for loss or loss of use of a whole member of the body, a claim for parts of that member cannot also be made.

If the Insured Person has an existing medical condition and they suffer Injury, We will assess whether the Insured Person's medical condition has contributed to their disability; and whether the disability makes the Insured Person's medical condition worse. In either case, We will assess the difference between the Insured Person's medical condition before, and their disability after the Accident. Any payment We make will be based on the difference, expressed as a percentage, and applied to the appropriate benefit above or in the Scale.

Definitions:

Permanent - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement.

Permanent Partial Disability - means the Insured Person has suffered a Permanent loss of physical function or anatomical loss of use of a body part, substantiated by a diagnosis by a Medical Practitioner.

**Exclusion:**

In addition to the General Exclusions listed in this Policy this coverage section shall not cover loss caused directly or indirectly, wholly or partly by:

- c. infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease;
- d. medical or surgical treatment except as may be necessary solely as a result of Injury.

**4. TEMPORARY TOTAL DISABILITY OR WEEKLY INDEMINITY:**

We Shall Pay a weekly benefit amount during the a period of continuous Temporary Total Disability of the Insured Person resulting from Injury during the policy period after completion of the Elimination Period shown in the Policy Schedule, provided that:

- a. Such period of disability commences within 30 days aster the date of the Accident causing the Injury and
- b. Such amount shall be payable as stated in the Policy Schedule as applicable to the Insured Person; and
- c. The maximum period for which such amount shall be payable for any one such period of disability shall not exceed the maximum number of weeks payable as stated in the Policy Schedule and in no event to exceed 104 weeks whichever is lesser.
- d. This coverage is not available for Insured Person whose Age is above 60 years or Below 18 years.

Any payment made under this benefit shall be deducted from any Accidental Death, or Permanent Total Disability, or Permanent Partial Disability, benefits if available under this Policy, which ultimately becomes payable under this Policy as a result of the same Accident.

**Definitions:**

**Elimination Period:** means the number of consecutive days of Temporary Total Disability that must elapse before the weekly benefit amounts become payable. The Elimination Period is shown under the Policy Schedule. Weekly benefits are not payable, nor do they accrue, during the Elimination Period.

**Temporary Total Disability:** means disability which wholly and continuously prevents such Insured Person from performing each and every duty pertaining to his occupation.

**COMPENSATION:**

1. In case of claim by death or permanent total disablement compensation will be made only after deleting the name of the deceased/ injured person in respect of whom such sums shall become payable.
2. In case of claim by permanent partial disablement , compensation will be made only after reduction of Capital Sum by the amount admissible under the claim in respect of the injured person.
3. In case of Temporary Total Disablement Benefit ,compensation will be made only upon termination of such disablement in respect of Injured person or on the expiry of 104 weeks of disablement, whichever occurs earlier

**Part C: General Exclusions:**

The Company will not be liable under the Policy in respect of loss or damage due to -

1. Any pre-existing disability, condition or any complication arising from it; or
2. Suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted injury or illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or
3. Serving in any branch of the Military or Armed Forces of any country, whether in peace or War; or
4. Being use/abuse of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a physician and taken as prescribed; or
5. Participation in an actual or attempted felony, riot, crime, misdemeanour, or civil commotion or.
6. Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft apart from a Scheduled Airline; or whilst engaged in aviation or ballooning, or whilst mounting into, dismounting from or travelling 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.
7. Any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power; or
8. Payment of compensation in case of death of or bodily injury to the Insured person from Nuclear damage caused by, contributed to, by or arising from ionising radiation or contamination by radioactivity from:
  - (i) any nuclear fuel or from any nuclear waste; or
  - (ii) from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission);
  - (iii) nuclear weapons material;
  - (iv) nuclear equipment or any part of that equipment; or
9. The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials, or Congenital anomalies or any complications or conditions arising there from; or
10. Participation in winter sports, skydiving/parachuting, hand gliding, bungee jumping, scuba diving, ballooning, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 Nautical miles), participation in any Professional Sports, any bodily contact sport or/and any other hazardous or potentially dangerous sport for which You are untrained.
11. Death or disablement resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
12. For any loss to which a contributing cause was Your actual or attempted commission, or wilful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest or insured person committing any breach of law with criminal intent

**Part D: Terms and Conditions:**



1. **ENTIRE CONTRACT - CHANGES:** This Policy, together with the Proposal and Declaration Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance. No change in this Policy shall be valid until approved by Our authorised officer and such approval is endorsed hereon. No agent has authority to change this Policy or to waive any of the provisions of this Policy.
2. **EFFECTIVE DATE:** Your Policy will start on the Effective Date as specified in the Policy Schedule provided, it is countersigned by Us and the total premium has been paid. However, Your coverage under this Policy begins at the latest on :
  - i) The Effective Date of the Policy as stated above; or
  - ii.) The date on which the premium is paid when due; or.
  - iii) The date the person becomes a member of an eligible class of Insured Person(s) as described in the Schedule to the Policy.
3. **RENEWAL CONDITIONS :** The Policy may be renewed with Our consent by the payment in advance of the total premium specified by Us, which premium shall be at Our premium rate in force at the time of renewal. We, however, are not bound to give notice that this Policy is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.
4. **EXPIRATION DATE:**
  - i) This Policy will terminate on the expiration of the period for which premium has been paid or on the Expiration Date mentioned in the Proposal, Declaration Form and Policy Schedule, whichever is earlier.
  - ii) However, We may cancel this Policy at any time by giving you fifteen (15) Days notice delivered to You, or mailed to Your last address as shown by Our records, stating when such cancellation shall be effective.
 

Such cancellation will be on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured.

In the event of cancellation, We will return promptly the pro-rata unearned portion of any premium You have actually paid. Such cancellation shall be without prejudice to any claim originating prior thereto.

If you cancel the Policy, the earned premium shall be computed in accordance with our short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation in which case the whole premium shall be fully earned and no return of premium will be made.
  - iii) The date the Insured Person is no longer eligible within the classification of Insured Person(s) described in the Policy Schedule.
  - iv) You cease to be a resident of India.
5. **TERRITORY :** This Policy applies to incidents anywhere in the world unless limited by Us through endorsement. However, Coverage under Accident hospital cash and Accidental Medical Expense are applicable only if the accident happens within the geographical limits of India. We will make payment within India and in Indian Rupees. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian Law.
6. **CONCEALMENT OR FRAUD :** The entire Policy will be void if, whether before or after a loss, You have, related to this insurance,
  - i) Intentionally or recklessly or otherwise concealed or misrepresented what we consider to be any material fact or circumstance or
  - ii) Engaged in what we consider to be fraudulent, dishonest or deceitful conduct; or
  - iii) Made false statements.

If a claim is in any respect fraudulent or if any false declaration is made or used in support thereof or if any fraudulent means or devices are used by the insured or any one acting on his behalf to obtain benefit under this Policy, all benefit under this Policy shall be forfeited.

7. NOTICE OF CLAIM/LOSS : It is a condition precedent to Our liability hereunder that written notice of claim must be given by You to Us within 7 days after an actual or potential loss begins or as soon as is reasonably possible and in any event, not later than 30 Days after an actual or potential loss begins.
8. CLAIM FORMS: We, upon receipt of a notice of claim, will furnish Your representative with such forms as We may require for filing proofs of loss.
9. TIME FOR FILING CLAIM FORMS AND EVIDENCE : Completed claim forms and written evidence of loss must be furnished to Us within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if You can satisfy us that it was not reasonably possible for You to give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.
10. PAYMENT OF CLAIM: All claims admissible under this Policy that are payable to You / Your assignee, shall be paid in Indian currency.
11. ARBITRATION :
  - i) 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 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.
  - ii) Such arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
  - iii) It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.
  - iv) 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 arbitrators or umpire of the amount of the loss or damage shall be first obtained.
  - v) It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim here in under, and within twelve (12) calendar months from the date of such disclaimer, such claim has not been made the subject-matter of a 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. ASSIGNMENT OF INDEMNITIES: Indemnity, in the event of Your loss of life, is payable by default to the assignee declared by You, provided such assignee survives you. In the event of the assignee's death, the indemnity is payable to Your estate. Any payment we make in good faith pursuant to this provision shall fully discharge Us to the extent of the payment.
13. CHANGE OF ASSIGNEE : No change of assignee under this Policy shall bind Us, unless the change thereto is consented to and formally endorsed thereon by Our authorized officer.

14. **MEDICAL EXAMINATION** : We, at Our own expense, shall have the right and opportunity to get a post mortem examination report of Your body **if conducted** . Your estate's compliance with the need for such examination report is a condition precedent to establishing liability under the Policy.
15. **LEGAL ACTIONS** : Without prejudice to Uniform Provision 11, no action at law or in equity shall be brought to recover on this Policy prior to the expiration of sixty (60) Days after written evidence has been furnished in accordance with the requirements of this Policy. If no evidence has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy. If We disclaim liability to You for any claim, and if You do not notify Us in writing within one (1) year from the date of receipt of the notice of such disclaimer that You do not accept such disclaimer and intend to recover this claim from Us, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
16. **MISSTATEMENT OF AGE** : If Your Age has been misstated, all amounts payable under this Policy shall be adjusted to the coverage amount that would have been purchased for the premium paid. In the event that Your Age has been misstated, and if according to Your correct Age, the coverage provided by the Policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then Our liability during the period You are not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the Policy.
17. **CHANGE OF OCCUPATION**: If You sustain a loss after having changed occupation to one We classify as more hazardous than that stated in the Proposal or while doing for compensation anything pertaining to an occupation so classified, We will pay such portion of the indemnities provided in this policy as the premium paid would have purchased at the rates and within the limits We have fixed for such more hazardous occupation.
18. **COMPLIANCE WITH POLICY PROVISIONS**: Failure to comply with any of the provisions contained in this Policy shall invalidate all claims hereunder. The due observance and fulfilment of the terms, provisions and conditions of and endorsement on this policy and schedule in so far as they relate to anything to be done or complied with by the Insured and the truth of the statement and answers in the said proposal shall be conditions precedent to any liability of the Company to make any payment under this Policy.
19. **MULTIPLE POLICIES** : If an Insured Person suffers a covered Accident or Injury, for which benefits, are payable under more than one like Policy issued by Us, the maximum amount payable for Accidental Death and or Permanent Total Disability and or Permanent Partial Disability under all Policies combined will not exceed Rupees One Crore or 120 times gross monthly salary for an earning policyholder, whichever is lower and Rs.25 Lakhs for an dependent or unemployed policyholder. Similarly maximum amount payable for Total Temporary Disablement will not exceed Rs. Ten Thousand per week or gross weekly salary, whichever is lower(arrived at by dividing gross monthly salary by four). Also, maximum amount payable under Accidental Medical Reimbursement – Inpatient and Hospital Confinement Allowance cannot exceed Rs. Ten Thousand and Rs. Three Thousand respectively.
20. **INTEREST ON THE BENEFIT WE PAY**: We will not pay any interest on any benefit except as required by section 9(6) of the IRDA ( PPI) Regulation 2002.
21. **OTHER INTEREST** : No person(s) other than you and/or your nominee(s) named by you in this application form can claim or sue us under this policy.

22. **SUBROGATION:** On and from the date of payment by Us under this Policy, We shall be subrogated to all Your rights of recovery thereof against any person or organisation and You shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights and provide whatever assistance We might reasonably require from You in the pursuance of Our subrogation. You shall take no action after the loss has occurred which would prejudice in any manner any right that might accrue upon us by subrogation in the manner as mentioned herein before.
23. **CHOICE OF LAW :** This Policy will be governed by the law in force in the Republic of India.
24. Any notice, direction or instruction under this Policy shall be in writing and if it is to:
- i. Any Insured, then it shall be sent to the Insured at the address specified in the Schedule.
  - ii. The company, it shall be delivered to the address of the company specified in the Schedule. Proof of delivery of such notices shall be retained by the Insured and furnished to the company as and when demanded.

**25. Termination**

a) You may terminate this Policy at any time by giving Us 15 days written notice. If no claim has been made under the Policy then We will refund premium in accordance with the table below:

Length of time Policy in force	Refund of premium
up to 1 month	75%
up to 3 months	50%
up to 6 months	25%
exceeding 6 months	0%

b) We may terminate this Policy upon 15 days notice by sending a written notice of cancellation to Your address and We shall refund a rateable proportion of the premium actually paid in respect of any Insured Person. Termination of this Policy shall not affect any claim filed prior to the date on which termination becomes effective as specified in the notice of termination.

c) Such Termination will be on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured.

**26. Adjustment of Premium (applicable to policies issued on unnamed employees basis)**

a) The premium payable hereon has been determined by reference to your estimate of the number of persons and their category as stated in the Schedule. It is hereby agreed that during the Policy Period you shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by us at any reasonable time.

b) Within one month from the expiry of this Policy, you shall provide us with a written record of the actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof at our request. If the actual number of persons within such category ascertained after the expiry of this Policy shall differ from your original estimate thereof, then:

c) if the actual number of persons within such category exceeds the estimate of the same, you shall pay us any additional premium that we may determine by reference to the differential, or

d) if the actual number of persons within such category is less than the estimate of the same, we will reimburse you by reference to the differential but subject to minimum retention of premium of 50%

- e) Payment and adjustment of premium shall be in compliance with sec 64 VB of Insurance Act 1938.

### Grievances:

In case the Insured is aggrieved in any way, the Insured may contact Insurer 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 15 days, then he/she may approach the Insurance Ombudsman for the readdressal of the same, A list containing the addressees of Offices of Ombudsman are attached to this Policy. Insured/Insured Persons may also obtain copy of IRDA circular number 1385\_GI-2002\_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002 Claim Settlement

The company will make an offer for settlement of the claim under this policy within 30 days from the date of receipt of necessary documents required for assessing the claim. In the event that the company decides to reject a claim made under this policy, the Company shall do so within a period of thirty days of the survey report or the additional survey report, as the case may be, in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below.

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001.
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, LaneOpp.SaleemFunctionPalace A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North-Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI - 781 021
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009