

# SmartPersonal Accident - Individual Insurance Policy

## - Policy Wordings

### 1. 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 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 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.

### 2. Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify, compensate, pay and/or reimburse the Insured / Insured Person, his or her nominee or legal representative, as the case may be, in respect of insured events occurring during the period of insurance stated in the Schedule, in the manner and to the extent set forth in this Policy.

### 3. Definitions:

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule shall bear the same meaning wherever it appears. For purpose of this Policy, the terms specified below shall have the meaning set forth:

- i) "**Accident**" means a sudden, unforeseen and unexpected physical event beyond the control of the Insured/Insured Person resulting in bodily injury, caused by external, visible and violent means.
- ii) "**Bodily Injury**" means any accidental physical bodily harm solely and directly caused by external, violent and visible means which is verified and certified by a Physician but does not include any sickness or disease.
- iii) "**Company**" means Bharti AXA General Insurance Company Limited.
- iv) "**Family**" means the Insured, his/her lawful spouse and maximum of two dependant children up to the age of 23 years.
- v) "**Insured**" means the individual who has a permanent place of residence in India and on whose name the Policy is issued.
- vi) "**Insured Person**" means the person named in the Schedule to the Policy, who has a permanent place of residence in India and for whom the insurance is proposed and appropriate premium paid.

vii) "**Insured Event**" means an event, loss or damage for which the Insured/Insured Person is entitled to benefit/s under the Policy.

viii) "**Medical Practitioner**" means a person who holds a degree/diploma of a recognized institution and is registered with the Medical Council in respective states of India. The term Medical Practitioner includes a physician, specialist and surgeon, provided that this person is not a member of the Insured/Insured Person's family.

ix) "**Medical expenses**" mean reasonable charges unavoidably incurred by the Insured/Insured Person for the medical treatment of the injury the subject matter of the claim either as an In-patient in a Hospital/ Nursing Home or as out - patient, and includes the costs of a bed; treatment and care by medical staff; medical procedures, Medical Practitioner's / Consultants fees, medicines and consumables including cost of pacemaker, cost of organs, artificial limbs etc. as long as these are recommended by the attending Medical Practitioner.

x) "**Period of Insurance**" means the Policy period defined hereunder.

xi) "**Policy period**" means the period between the inception date and the expiry date as specified in the Schedule to this Policy or the cancellation of this insurance, whichever is earlier.

xii) "**Policy**" means this document of Policy describing the terms and conditions of this contract of insurance including the Company's covering letter to the Insured if any, the Schedule attached to and forming part of this Policy, the Insured's Proposal form and any applicable endorsement attaching to and forming part thereof either at inception or during the period of insurance.

xiii) "**Permanent Partial Disablement**" means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof, disables any part of the limbs or organs of the body of the insured/insured person and which falls into one of the categories listed in the Scale of Benefits Table.

xiv) "**Permanent Total Disablement**": means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof totally disables and prevents the Insured/Insured Person from attending to any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no hopes of improvement at the end of that period.

xv) **“Pre-existing Disability”** means a existing disability and consequence of such disability existing or known to exist at the commencement of the Policy period.

xvi) **“Schedule”** means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured, the period, coverage and the limits to which benefits under the Policy are subject to.

xvii) **“Sum Insured”** means the sum as specified in the Schedule to this Policy against the name of Insured / Insured Person, which 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.

xviii) **“Temporary Total Disablement”** means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof totally disables and prevents the Insured/Insured Person from attending to any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that lasts temporarily for a certain period within twelve calendar months from the date of the accident.

employment or occupation of any description whatsoever, then a lump sum stated in the Schedule hereto.

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.

f) If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured/Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week, but in any case not exceeding Rs. 10,000/- per week in all, under all policies.

Provided that the compensation payable under the foregoing Clause 4.1.F shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured stated in the Schedule hereto.

**4. Scope of cover:**

If at any time during the currency of this Policy, the Insured/ 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 /insured person, his or her nominee or legal representative, 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 death of the Insured/Insured Person, the Capital Sum Insured stated in the Schedule hereto;

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 amount stated 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 amount 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 Capital Sum Insured the amount stated in the Schedule hereto;
- ii) use of a hand or a foot without physical separation, fifty percent (50%) the amount stated in the Schedule hereto.

**NOTE:** For the purpose of Clauses 4.1.B and 4.1.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 any

Table of Benefits	Percentage of Capital Sum Insured
1. Death	100%
2.PTD - 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 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.	150%
ii) Use of two hands or of 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.	150%
iii) Total Paralysis	150%
iv) Loss of all fingers and both thumbs OR loss of arm - at shoulder; between shoulder and elbow ; at and below elbow OR Loss of leg - at hip; between knee and hip ; below knee	100%
<b>For the purpose of items i) and ii) above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.</b>	
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	150%
4. PPD - Total and irrecoverable loss of various parts as given below:	
The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
Use of a hand or a foot without physical separation	50%
Loss of speech	50%
Loss of toes – all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%



Loss of toes other than great, if more than one toe lost: each	2%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers of one hand	40%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges	15%
Loss of index finger - two phalanges	10%
Loss of index finger - one phalanx	5%
Loss of middle finger or ring finger or little finger - three phalanges	10%
Loss of middle finger or ring finger or little finger - two phalanges	7%
Loss of middle finger or ring finger or little finger - one phalanx	3%
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	Percentage as assessed by a panel doctor of the Company

## 5. Other Benefits

- a) **Transportation of Mortal Remains:** In the event of death of the Insured/Insured Person due to bodily injury resulting solely and directly from accident caused by external, violent and visible means outside his/her residence, for which a claim is payable under the Policy under Clause 4.1.A as mentioned hereinabove, the Company in addition to the amount payable under foregoing Clause 1a) shall also pay a lump sum allowance of 1% of Capital Sum Insured above towards transportation of Insured/Insured Person's dead body to the place of residence.
- b) **Funeral Expenses:** This benefit provides for payment of a fixed allowance as specified in the Schedule to this Policy towards expenses, incurred for funeral in the case of death of the Insured / Insured Person due to bodily injury resulting solely and directly from accident caused by external, violent and visible means, provided the claim for which is admissible under the Policy.
- c) **Education Grant:** In the event of death or permanent total disablement of the Insured, due to accident, the Company shall pay as education grant for the dependent children as below -
- if the Insured has one dependent child upto the age of 23 years and pursuing studies, an amount of Rs.10,000/-;
  - if the Insured has more than one dependent child upto the age of 23 years and pursuing studies, an amount of Rs. 20,000/-.
- Payment of education grant as above will be made along with the Capital Sum Insured to the same person/s who is/are entitled to receive the Capital Sum Insured.
- d) **Legal Expenses:** This benefit provides for payment of legal costs and expenses incurred with the consent of the Company by the Insured / Insured Person or the legal representative of the Insured / Insured Person, as the case may be, towards claims for compensation for death or disablement arising due to an accidental bodily injury during the Policy period.

All the exclusions applicable to the Policy will also be applicable to this Section in so far as the accidental death or disablement is concerned.

## 6. Value Added Benefits

These are value added benefits which are payable to the Insured / Insured person once a claim is admissible under the Section 4 of the Policy. These benefits are payable if the Insured / Insured Person has opted for and the same is mentioned in the Schedule to this Policy.

- a) **Hospital Daily Cash Allowance:** This benefit provides for payment of a daily allowance for the number of days the Insured/Insured Person is hospitalized following treatment of bodily injury caused by accidental, external, violent and visible means, if the hospitalisation exceeds a specified number of days mentioned in the Schedule to this Policy and a valid claim is admissible under the Section 4 of the Policy. The maximum number of days for which the benefit is payable, the amount payable and the deductible are as mentioned in the Schedule to this Policy.
- b) **Accident Medical Expenses:** This benefit provides for reimbursement of actual medical expenses incurred following medical treatment of a bodily injury caused by accidental, external, violent and visible means provided that there is a valid claim admissible under the Section 4 of the Policy. The reimbursement shall be limited to the amount specified in the Schedule to this Policy.
- c) **Double Indemnity for Death or Permanent Total Disability:** This benefit provides for payment of Double Indemnity, i.e. 200% of the sum insured covered under Section 4.1.A of the benefit schedule in case of death or 200% of the sum insured covered under Section 4.1.B of the benefit schedule in case of Permanent Total Disablement, due to bodily injury caused by accidental, external, violent and visible means whilst traveling as a passenger in a public conveyance. Public conveyance shall mean Passenger carrying Bus, Air Plane, Train or Passenger carrying ship or vessel. Benefits payable under this Section shall not be cumulative to Section 1 and Section 2 of the benefit schedule.

## Maximum Liability under the Policy

The maximum liability under the Policy in case of a claim due to death will be limited to 100% of the specified Sum Insured for death benefit (Capital Sum Insured) as mentioned in the Schedule to this Policy. However, any amount payable under Additional benefits will be payable in addition to the above compensation. In case of option of Double benefit cover, the total compensation shall be limited to 200% of the Capital Sum Insured plus Additional benefits, if any, payable under Hospital Daily Cash Allowance, Medical expenses and Legal expenses, where such additional benefits have been opted for and mentioned in the Schedule to this Policy.

The maximum liability under the Policy in case of a claim due to Permanent Total Disablement will be limited to the specified Sum Insured for Permanent Total Disablement Benefit as mentioned in the Schedule to this Policy. However, any amount payable under Additional benefits will be payable in addition to the above compensation. In case of option of Double benefit cover, the total compensation shall be limited to 200% of the specified Sum Insured for Permanent Total Disablement as mentioned in the Schedule to this Policy plus Additional benefits, if any, payable under Hospital Daily Cash Allowance, Medical expenses and Legal expenses where such additional benefits have been opted for and mentioned in the Schedule to this Policy.

## 7. General Exclusions of the Policy

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

- 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.
- Compensation under more than one of the foregoing Clauses in respect of the same period of disablement other than payments under Additional benefits.

- iii) Any other payment after a claim under one of the foregoing Clauses 4.1.A, 4.1.B, or 4.1.D of the Policy has been admitted and become payable save for payments under the other benefits sections and Additional benefits sections.
- iv) 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 the foregoing Clauses 4.1.A, 4.1.B, or 4.1.D of this Policy. This would not apply to payments made under Additional benefits and free benefits.
- v) Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- vi) Any pre-existing disability / accidental injury.
- vii) Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- viii) Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- ix) Any claim in respect of accidental death or permanent disablement of the Insured/Insured Person.
  - i) from intentional self-injury, suicide or attempted suicide
  - ii) whilst under the influence of liquor or drugs or other intoxicants
  - iii) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - iv) directly or indirectly, caused by venereal disease, AIDS or insanity
  - v) arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion
  - vi) whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
- x) Any consequential loss or damage cost or expense of whatsoever nature.
  - xi) Death or permanent disablement due to accidental injury 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.
  - xii) Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from-
    - i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
    - ii) nuclear weapons material.
  - xiii) Insured/Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping,

parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.

xiv) Insured/Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company

xv) Any accident to an Insured/Insured Person which arises in the course of his/her occupation if his/her occupation falls within the following categories or involves the following activities: Air crew, ship crew, professional sportsman, diving, oil-rig platform and/or off-shore work, fire fighting, police, naval, military, air force service or operations and any hazardous occupation.

## 8. Cumulative Bonus

Compensation payable under the foregoing Clauses 4.1.A, 4.1.B, 4.1.C and 4.1.D of the Policy viz. death, permanent total disablement and permanent partial disablement arising out of bodily injury shall be increased by 5% thereof in respect of each completed year, during which the Policy shall have been in force, prior to the occurrence of an accident for which capital sum becomes payable but the amount of all such increases shall not exceed 50% of the Capital Sum Insured stated in the Schedule hereto. This cumulative bonus is applicable to Capital Sum Insured, which is renewed continuously.

This clause shall not in any way alter the annual character of the insurance nor the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

The earned cumulative bonus will not be lost if the Policy is renewed within 30 days after its expiry.

## 9. Conditions

### i) 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.

### ii) Reasonable Care:

The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

### iii) Observance of terms and conditions:

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.

### iv) 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.

**v) 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. 9.1 of this Policy.

**vi) 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.

**vii) 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 or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company. Also the receipt of the Insured/Insured Person or his/her legal representatives shall in all cases be a full, valid and effectual discharge to the Company.

**viii) Special Provisions:**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

**ix) Overriding effect**

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

**x) Electronic Transaction:**

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 and conditions shall not override provisions of any law(s) or statutory regulations including provisions of IRDA regulations for protection of policyholder's interests.

**xi) 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:

- i) 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
- ii) proof satisfactory to the Company shall be furnished on all matters upon which a claim is based.
- iii) 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.
- iv) 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
- v) any Medical or other agent 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

vi) allow the Medical Practitioner or any agent of the Company to inspect the medical and hospitalisation records and to examine the Insured/Insured Person

vii) 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.

**xii) Claim Documentation**

The Insured / Insured Person or his/her 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**

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

**In case of Personal Accident Disability claims**

- i) FIR from police authorities wherever necessary (in case of accidents outside residence)
- ii) Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- iii) Hospital Medical Records
- iv) 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. The Insured / Insured Person shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

**xiii) 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.

**xiv) Position after a claim**

All sums payable hereunder shall be payable in the case of -

- i) 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;
- ii) permanent partial disablement, only after reduction of Capital Sum Insured, by an endorsement, by the amount admissible under the claim in respect of the Insured Person in respect of whom such sum shall become payable; and
- iii. temporary total disablement upon termination of such disablement.

**xv) Subrogation**

In the event of any claim payment under this Policy, the Company shall be subrogated to all the Insured / Insured Person's rights or recovery thereof against any person or organization and the Insured / Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured / Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary and required by the Company, before or after indemnification, in enforcing or endorsing any rights or remedies or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

**xvi) 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 therein, within 12 calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

**xvii) 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 / Insured Person in implementing the terms and conditions of this Policy 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.

**xviii) Currency of payment:**

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

**xix) Policy Disputes:**

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

**xx) 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 and 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.

**xxi) 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.

**xxii) 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. 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.

**xxiii) Notices:**

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

- i) In case of the Insured / Insured Person, at the address given in the Schedule to the Policy.
- ii) 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.

**xxiv) 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.

**xxv) Grievances:**

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 addressees of Offices of Ombudsman are attached to this Policy.

**List of Insurance Ombudsmen**

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
<b>AHMEDABAD</b>	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2nd Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380014. Tel: 079-27546150. Fax: 079-27546142. E-mail: insombahd@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2nd Floor, Malviya Nagar, Bhopal. 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, Bhubaneswar - 751009. Tel: 0674-2596461 (Direct). Secretary No.: 0674-2596455. Tele Fax: 674-2596429. 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, 2nd Floor, Batra, Building Sector 17-D, Chandigarh - 160017. Tel: 0172-2706196. Fax: 0172-2708274. E-mail: ombchd@yahoo.co.in	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, 4th Floor, 453 (Old 312), Anna Salai, Teynampet, Chennai - 600018. Tel: 044-24333678. Fax: 044-24333664. E-mail:insombud@md4.vsnl.net.in	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, New Delhi - 110002. Tel: 011-23239611. Fax: 011-23230858. E-mail: iobdelraj@rediffmail.com	Delhi & Rajasthan
<b>GUWAHATI</b>	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar, Overbridge, S.S. Road, Guwahati - 781001. Tel: 0361-2131307. Fax: 0361-2732937. E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Shri PA.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court Lane, Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool, Hyderabad - 500004. Tel: 040-23325325. Fax: 040-23376599. E-mail: hyd2_insombud@sanchamet.in	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, 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682015. Tel: 0484-2358734. Fax: 0484-2359336. E-mail: iokochi@asianetglobal.com	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, 3rd Floor, Kolkata - 700001. Tel: 033-22134869. Fax: 033-22134868. E-mail: iombkol@vsnl.net	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, 6th Floor, Nawal Kishore Rd., Hazratganj, Lucknow - 226001. Tel: 0522-2201188. Fax: 0522-2231310. E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3rd Floor, S.V.Road, Santacruz (W), Mumbai - 400054. PBX: 022-26106928. Fax: 022-26106052. E-mail: ombudsman@vsnl.net	Maharashtra, Goa

Insurance is the subject matter of the solicitation.