

GROUP PERSONAL ACCIDENT INSURANCE POLICY

PREAMBLE

WHEREAS the **Policyholder** named in the Schedule has applied to HDFC ERGO General Insurance Company Limited (hereinafter called "the **Company**") for the insurance herein contained, the **Company** agrees subject to:

1. any proposal or other information supplied by or on behalf of the **Insured Person**:
 - 1.1. disclosing all facts and circumstances known to the **Insured Person** that are material to the assessment of the risks insured hereby, and
 - 1.2. forming the basis of this insurance, and
2. the Insured having paid the premium on or before the due date thereof

to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

SECTION 2 GENERAL CONDITIONS

- 1) This Policy shall be governed by the laws of India and, except as otherwise provided in Section 4(8) of this Policy, the Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- 2) This Policy shall be voidable in the event of misrepresentation, misdescription or non-disclosure by any or on behalf of the **Insured Person** of any material particular.
- 3) **Insured Persons** shall take all reasonable precautions to prevent **Accidents** and to avoid **Sickness** and shall comply with all statutory requirements, as a condition precedent to the **Company's** liability hereunder.
- 4) Where the **Insured Person** is required in Terms of this Policy to perform any act or comply with any obligation timely performance or compliance shall be a condition precedent to the **Company's** liability hereunder.
- 5) Insurance in respect of an **Insured Person** will begin under this Policy 00.00 a.m. on the **Day** after (or a future date that has been agreed upon by the **Insured** and the **Company**) when all of the following are true:
 - a) the **Insured Person** is eligible to be insured;
 - b) the required premium has been paid to the **Company**; and
 - c) the **Company** has approved the **Insured Person's** proposal for this insurance.
- 6) This Policy may be cancelled at the request of the **Policyholder** by thirty (30) **Days** notice given in writing to the **Company** and the premium paid shall be adjusted on the basis of the **Company** retaining a minimum of twenty-five percent (25%) of the annual premium or earned premium calculated pro-rata, whichever is the higher. No refund will be made for such **Insured Person** for whom a claim has been paid or admitted by the **Company**. This Policy may also be cancelled by the **Company** by thirty (30) **Days** notice given in writing to the **Policyholder** at their last known address on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation and the premium paid shall be adjusted on the basis of the **Company** retaining earned premium calculated pro-rata.

- 7) This Policy shall automatically insure all present and new **Insured Persons** upon their date of employment subject to notification by the **Policyholder** to the **Company** of the employee strength and payment of additional premium for the increase in the employee strength.
- 8) Insurance in respect of an **Insured Person** shall immediately terminate on the earliest of the following dates:
 - a) the date that the Policy is terminated;
 - b) the date that the Total **Sum Insured** is paid for covered loss under Section 6 (Accidental Death), Section 7 (Permanent Disablement) or any of the Hospital Cash sections of the Policy;.
 - c) the date that an **Insured Person** is no longer an employee of the **Policyholder**; or
 - d) in respect of **Immediate Family** , the date that such person ceases to be the **Insured Person's Immediate Family Member**.
- 9) The **Policyholder** and **Insured Person** understand that if a proposal has been completed for this insurance, then all statements and all particulars provided in such proposal, and any attachments thereto, are material to the **Company's** decision to provide this insurance. The **Policyholder** and **Insured Person** further understand that the **Company** has issued this Policy in reliance upon the truth of such statements and particulars.

Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

Free Look Period –The Policyholder have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If the policyholder has any objections to any of the terms and conditions, then the policyholder has the option of cancelling the Policy stating the reasons for cancellation and will be refunded the premium paid after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. The policyholder can cancel the Policy only if no claims have been made under the Policy. All the policyholders rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.**FRAUD WARNING:**

*ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE **COMPANY** OR OTHER PERSON, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE **COMPANY'S** SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.*

*IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK, ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR IF ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE **INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT** OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE **INSURED PERSON, POLICYHOLDER, BENEFICIARY, CLAIMANT** OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.*

- 10) The titles of the various paragraphs of this Policy and any endorsements attached to this Policy are inserted solely for convenience of reference and do not limit or affect in any way the provisions to which they relate
- 11) The **Policyholder** shown in Item 1 of the Schedule is responsible for the collection and remittance of all premiums. Premiums are due on or prior to the Policy Effective Date shown in Item 2 of the Schedule and,

In the case of a premium payable in installments, at a fixed frequency as shown in Item 7 of the schedule, on or before the end of each frequency interval from the Policy Effective Date, which may be a month, a quarter, a six month period or any other frequency period agreed to between the **Policyholder** and the **Company**.

Timely payment of all premium due in full is a condition precedent to the **Company's** liability under this Policy.

Under the installment option, in the event that the initial premium charged is not paid, this Policy shall be deemed to have been void from the intended effective date of insurance.

Provided one or more premium installment has been paid, non-payment of any subsequent **Premium Installment** shall terminate the Policy as of the due date of such unpaid **Premium Installment**.

- 12) Notices Any notice, direction or instruction given under this Insured shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured, at the address specified in the Schedule.

In case of the Company at:

HDFC ERGO General Insurance Company Limited
6th Floor, Leela Business Park,
Andheri Kurla Road
Andheri (East), Mumbai – 400 059, India
Tel.: 91 22 66383600. Fax: 91 22 66383699

Such notices shall be effective on the date of receipt.

13)

- 14) Valuation and Foreign Currency: All premiums, benefit amounts, loss, **Sums Insured** and other amounts under this Policy are expressed and payable in Indian currency. If judgement is rendered, settlement is denominated or any benefit, **Sum Insured** or element of loss is stated in a currency other than Indian Rupees, then payment under this Policy shall be made in Indian Rupees at the rate of exchange published by the Reserve Bank of India on the date the final judgement is entered, the amount of settlement is agreed upon or any benefit, **Sum Insured** or element of loss is due, respectively.

SECTION 3

DEFINITIONS GENERALLY APPLICABLE

As used in this Policy, unless otherwise noted, the singular of any definition includes the plural, and the plural of any definition includes the singular.

- 1) **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external and visible means..
- 2) **Accumulation Limit** means the maximum amount payable by the **Company** in respect of any one **Accident**, irrespective of the number of **Insured Persons** involved in such **Accident**. In the event that an **Accident** occurs which results in insurable losses under this Policy and which ordinarily would mean that the **Accumulation Limit** is exceeded, the **Accumulation Limit** amount will be distributed on a proportional basis to all **Insured Persons**, taking into account the maximum **Sums Insured** per Benefit and per **Insured Person**.
- 3) **Beneficiary**: In case of death of the **Insured Person**, the **Beneficiary** means, unless stipulated otherwise by the **Insured Person**, the surviving **Spouse** of the **Insured Person**, mentally capable and not divorced, followed by the children recognised or adopted followed by the **Insured Person's** legal heirs or nominees. For all other benefits, the **Beneficiary** means the **Insured Person** himself unless stipulated otherwise.
- 4) **Bodily Injury** means physical, external, **Accidental** bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the **Period of Insurance**.

- 5) **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d' Etat, the consequences of Martial law.
- 6) **Close Business Associate** means:
 - a) a business associate not a fellow employee of the **Insured Person** where the business relationship with the **Insured Person** is continuous and reliant on each other for the **Insured Person's** business, or
 - b) a business companion who travels with the **Insured Person** for the same business purpose, and whose presence is necessary for the **Insured Person's** business, or
 - c) a fellow employee of the **Insured Person**.
- 7) **Common Carrier** means any land, sea or air conveyance operated under a licence issued by a governmental authority having jurisdiction, for the transportation of fare paying passengers and which has fixed, established routes only.
- 8) **Company** means HDFC ERGO General Insurance Company Limited.
- 9) **Compensation** means **Sum Insured**, Total **Sum Insured** or percentage of the **Sum Insured**, as appropriate.
- 10) **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 11) **Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - a. **Internal Congenital Anomaly** which is not in the visible and accessible parts of the body is called Internal Congenital Anomaly
 - b. **External Congenital Anomaly** which is in the visible and accessible parts of the body is called External Congenital Anomaly.
- 12) **Contribution** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.
- 13) **Co-payment** is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible costs. A co-payment does not reduce the sum insured.
- 14) **Daily Activities** means activities such as, but not limited to, cooking and/or taking of food, discharging of urine and/or faeces, getting dressed or undressed, washing and taking a bath, walking and general living activities.
- 15) **Daily Benefit** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is in **Hospital** as an in-patient up to the maximum number of **Days** stated in the Schedule
- 16) **Daily Home Allowance** means the amount payable for every twenty-four (24) continuous hours an **Insured Person** is instructed by a **Physician** to complete his/her recovery at home following a payment of the **Daily Benefit**.
- 17) **Date of Loss**:
 - a) for **Accident** means the date of the **Accident**.
 - b) for all other benefits means the date the event happened that leads to an alleged claim.
 - c) for **Sickness** means the first date of diagnosis or the date the **Insured Person** first became aware of the **Sickness**.
- 18) **Day** means a continuous period of twenty-four (24) hours.

- 19) **Deductible** means an amount stated in the Schedule as a percentage, or a fixed amount, which will be deducted from the **Compensation** for a specific benefit, or a period of time for which the **Company** will not pay any benefit. A deductible is a cost-sharing requirement under a insurance policy that provides that the Insurer will not be liable for a specified rupee amount or percentage, of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.
- 16) **Dependent Child** means an unmarried dependent child ordinarily residing with the **Insured Person** between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of the **Date of Loss**, including legally adopted and step-children, of an **Insured Person** or the **Spouse** of an **Insured Person**, who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
- 17) **Emergency care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.
- 18) **Family Accumulation Limit** means the maximum amount payable by the **Company** in respect of any one **Accident**, irrespective of the number of **Insured Persons** from the same **Immediate Family** involved in such **Accident**. In the event that an **Accident** occurs which results in insurable losses under this **Policy** and which ordinarily would mean that the **Family Accumulation Limit** is exceeded, the **Family Accumulation Limit** amount will be distributed on a proportional basis to all Insured Persons from the same **Immediate Family**, taking into account the maximum **Sums Insured** per Benefit and per **Insured Person**.
- 19) **Foreign War** means armed opposition, whether declared or not between two countries.
- 20) **Franchise** means an amount stated in the Schedule as a percentage or a fixed amount for which the **Company** will not be responsible if the claim falls below such percentage or fixed amount, or a period of time for which the **Company** will not be responsible unless the period of time has expired.
- 21) **Hospital** means an establishment which:
- a) is registered as such with a local authority; and
 - b) operates for the reception, care and treatment of sick ailing or injured persons as in-patients; and
 - c) provides organised facilities for diagnosis and medical and surgical treatment at all times; and
 - d) is not primarily a **Day** clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts, and
 - e) provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times
- Hospital 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:
- f) 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;
 - g) has qualified nursing staff under its employment round the clock;
 - h) has qualified medical practitioner (s) in charge round the clock;
 - i) has a fully equipped operation theatre of its own where surgical procedures are carried out
 - j) maintains daily records of patients and will make these accessible to the company's authorized personnel
 - k) is not primarily a **Day** clinic, clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts.

- 22) **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- a) **Acute condition** - Acute condition is a medical condition that can be cured by Treatment
 - b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
- 23) **Immediate Family / Immediate Family Member** means an **Insured Person's Spouse**; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the **Insured Person**.
- 24) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- 25) **Inpatient care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- 26) **Insured Person** means anyone over the age of three (3) months and aged seventy (70) years old or younger, except when the **Company**, at its sole discretion, accepts anyone over 70 years old, for whom premium has been paid and who is identified in Item 6 of the Schedule as an **Insured Person**.
- 27) **Medical Advice** means any consultation or advice from a **Medical Practitioner / Physician** including the issue of any prescription or repeat prescription.
- 28) **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment. These **Medical Expenses** must necessarily be incurred within the territorial limits stated in the Schedule, for surgical, anaesthetic and other medical treatment in **Hospital** or prescribed by a **Physician**.
- 29) **Medical Treatment** means a **Physician's Medical Advice**, treatment, consultations, and prescribed or remedial attention.
- 30) **Operative Time** means the time that the insurance is effective as stated on the Schedule.
- 31) **Period of Insurance** means the **Operative Time** stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 32) **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
- a) continues for a period of twelve (12) consecutive months, and
 - b) is confirmed as total, continuous and permanent by a **Physician** after the twelve (12) consecutive months, and
 - c) entirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 33) **Medical practitioner or Physician is a person who holds a valid registration from the medical council and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license**, other than
- a) an **Insured Person** under this Policy;
 - b) an **Insured Person's** employer or business partner;

- c) an employee of the **Policyholder**; or
 - d) an **Immediate Family** of the **Insured Person**. For purposes of this definition only, the term **Immediate Family Member** shall not be limited to natural persons resident in the same country as the **Insured Person**.
- 34) **Policyholder** means the entity or person named as such in the Schedule.
- 35) **Premium Instalment** means premium payable at a fixed frequency of a month, a quarter, a six month period or any other frequency period agreed to by the **Company** and the **Policy Holder**, the period beginning from the Policy Effective Date
- 36) **Salary** means the total gross basic annual salary excluding payments for overtime, commission or bonus payable by the **Policyholder** to the **Insured Person** at the time of the **Date of Loss**. For weekly paid **Insured Persons**, the **Salary** will be calculated by taking the average gross weekly basic salary of the **Insured Person** for the thirteen (13) weeks prior to the **Date of Loss** and multiplying this amount by fifty-two (52).
- 37) **Serious Injury or Serious Sickness** means **Bodily Injury** or **Sickness** certified as being dangerous to life by a **Physician**.
- 38) **Sickness** means any fortuitous somatic **illness** or disease but excluding any disease or **illness** which is, arises out of or is caused by a condition or defect for which medical treatment was recognised, advised, sought out, or should have reasonably sought out, or received at any time before the **Period of Insurance**.
- 39) **Spouse** means an **Insured Person's** husband or wife who is recognised as such by the laws of the jurisdiction in which they reside.
- 40) **Sum Insured** means the amount stated in the Table of Benefits in the Schedule as the Total **Sum Insured**, or limited to the specific insurance details in any Section of this Policy.

The amounts shown in the Item 8 of the Schedule are the Total **Sums Insured** for each **Insured Person** for the particular benefit shown, subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.

The Total **Sum Insured** is a sublimit of liability. It is part of, and not in addition to the **Accumulation Limit** stated in Item 3 (b) of the Schedule, if any. It further reduces, and does not increase, the **Accumulation Limit** stated in Item 3 (b) of the Schedule.

- 41) **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.
- 42) **Terrorism** means activities against persons, organisations or property of any nature:
- 1) that involve the following or preparation for the following:
 - a) use or threat of force or violence; or
 - b) commission or threat of a dangerous act; or
 - c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
 - 2) when one or both of the following applies:
 - a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or

- b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

SECTION 4

GENERAL CLAIMS PROVISIONS

- 1) Written notice of any occurrence which may give rise to a claim under this Policy must be given to the **Company** as soon as practicable and in any case within thirty (30) **Days** after such occurrence. Written Notice of Claim must be given to the **Company** immediately in the case of death, or within thirty (30) **Days** after the **Date of Loss** in all other cases.
 - 2) If any treatment, consultation or procedure for which a claim may be made is required in an emergency, then the **Company** or Our TPA must be informed within __ days of the beginning of such treatment, consultation or procedure.
 - 3) In all other cases, the **Company** or Our TPA must be informed of any event or occurrence that may give rise to a claim under this Policy within ___ days of occurrence of event..
 - 4) All certificates, information and evidence required by the **Company** shall be furnished at no expense to the **Company** and shall be in such form and of such nature as the **Company** may prescribe. When required by the **Company**, at its own expense, the **Insured Person** shall submit to medical examination in respect of any alleged claim that may give rise to a benefit being paid.
 - 5) Complete, written proof of loss must be given to the **Company** within sixty (60) **Days** after the **Date of Loss**, or as soon as reasonably possible. Such proof of loss must contain:
 - i) the Policy Number, and
 - ii) the preliminary medical report describing the nature and extent of all injuries or **Sicknesses**, and providing a precise diagnosis, and
 - iii) all invoices, bills, prescriptions, **Hospital** certificates which will permit the **Company** to accurately determine the total amount of **Medical Expenses** (if applicable) incurred by the **Insured Person**, and
 - iv) in the case where another party was involved (e.g. a car collision), the names, contact details and if possible insurance details of the other party, and
 - v) in the case of death, an official death certificate, succession certificate pursuant to the Indian Succession Act 1925, as amended, and any other legal documents establishing the identity of any and all beneficiaries, and
 - vi) proof of age, where applicable, and
 - vii) such other information as the **Company** may require to handle the claim.
- a) If an **Accident**:
 - i) detailed circumstances of the **Accident** and the names of any witnesses, and
 - ii) any police reports concerning the **Accident**, and
 - iii) the date a **Physician** was seen due to the **Bodily Injury**, and
 - iv) the **Physician's** contact details, or
 - b) If a **Sickness**:
 - i) the date symptoms of the **Sickness** began, and

- ii) the date a **Physician** was seen due to the **Sickness**, and
- iii) the **Physician's** contact details.

The **Company** shall base its assessment of the claim on the complete, written proof of loss.

- 2) The **Company** at its own expense shall have the right and opportunity to examine the **Insured Person** whose **Bodily Injury** or **Sickness** is the basis of a claim and as often as it may be reasonably required during the pendency of the claim and to make an autopsy in case of death, where it is not forbidden by law.
- 3) In respect of any disablement claim, no benefit shall be payable before any disablement is recognised as definitive and permanent by a **Physician** appointed by the **Company**.
- 4) **Medical Advice** of a **Physician** shall be sought and followed promptly on the occurrence of any **Bodily Injury** or **Sickness** and the **Company** shall not be liable for any part of any claim which in the opinion of a **Physician** appointed by the **Company** arises from the unreasonable or wilful neglect or failure of an **Insured Person** to seek and remain under the care of a **Physician**.
- 5) No claim may be brought under this Policy, nor may any legal action be brought against the **Company** to recover under such claim:
 - 1) in cases of **Accidental** death, more than three (3) years after the date of death or the date the claim is denied in whole or in part, whichever is later; or
 - 2) in all other cases, more than three (3) years after the **Date of Loss** or date the claim is denied in whole or in part, whichever is later.

No such legal action may be brought against the **Company** unless there has been full compliance with all the terms and conditions of this Policy. In the event of any failure to timely submit any claim or commence legal action with respect to any claim, all benefits under this Policy in respect of such claim shall be forfeited.

- 6) If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the Indian Arbitration and Conciliation Act 1996, as amended, and the making of an award shall be a condition precedent to any liability for the **Company** to make any payment under this Policy.
- 7) The **Company** will effect payment of covered claims subject to: i) the **Company** having received complete, written proof of loss and such other information as the **Company** may require to handle the claim; and ii) the premium for the Policy having been paid. In such cases, the **Company** shall effect payment within 7 days.
- 8) No benefit shall be payable in respect of an **Insured Person** under more than one of the following insurances: **Accidental** death or **Accidental** disablement.
- 9) No sum payable under this Policy shall carry interest.
- 10) Where amounts recoverable from the **Company** are delayed pending finalisation of any claim, payments on account may be made to the **Insured Person** at the **Company's** discretion, on receipt by the **Company** of certification by a **Physician** appointed by the **Company**.
- 11) An **Insured Person** has the right to designate a beneficiary. All beneficiary designations shall be in writing, filed with the **Policyholder**, and provided to the **Company** at the time of claim and such other time as the **Company** may require.

The **Insured Person**, and no one else, unless there is an irrevocable assignment, has the right to change the beneficiary. The **Insured Person** does not need the consent of anyone to do so. Changes must be in writing, filed with the **Policyholder** and provided to the **Company** at the time of claim and such other time as the **Company** may require. The **Company** does not assume any responsibility for the validity of these changes.

The **Insured Person's** rights under this Policy may be assigned by giving the **Company** prior written notice. The assignment may be made irrevocable. However, the **Company** will only recognise an assignment if the **Insured**

Person has given the **Company** prior written notice and has the **Company's** written acknowledgement of the assignment. The **Company** does not assume any responsibility for the validity of an assignment.

Benefit shall be payable only to the **Insured Person**, his or her **Beneficiary**, or the **Insured Person's** legal personal representatives or assignee if applicable, whose receipt shall effectively discharge the **Company**.

- 12) In the event of a claim under this Policy, the **Policyholder**, the **Insured Person** and the **Beneficiary**, if applicable, must fully co-operate with the **Company** in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full co-operation with all physical examinations and autopsies that the **Company** may require.
- 13) The **Company** shall not be bound or be affected by any notice of any trust, charge, lien, or other dealing with or in relation to this Policy.

SECTION 5

GENERAL EXCLUSIONS

The **Company** shall not be liable to pay any benefit in respect of any **Insured Person**:

- 1) for **Bodily Injury** or **Sickness** occasioned by **Civil War** or **Foreign War**.
- 2) for **Bodily Injury** or **Sickness** caused or provoked intentionally by the **Insured Person**.
- 3) for **Bodily Injury** or **Sickness** due to wilful or deliberate exposure to danger, (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat, or arising out of non-adherence to **Medical Advice**.
- 4) for **Bodily Injury** or **Sickness** sustained or suffered whilst the **Insured Person** is or as a result of the **Insured Person** being under the influence of alcohol or drugs or narcotics unless professionally administered by a **Physician** or unless professionally prescribed by and taken in accordance with the directions of a **Physician**.
- 5) for **Bodily Injury** due to a gradually operating cause.
- 6) for **Bodily Injury** sustained whilst or as a result of participating in any sport as a professional player.
- 7) for **Bodily Injury** sustained whilst or as a result of participating in any competition involving the utilisation of a motorised land, water or air vehicle.
- 8) for **Bodily Injury** sustained whilst or as a result of riding or driving a motorcycle or motor scooter over one hundred fifty (150) cc.
- 9) for **Bodily Injury** whilst the **Insured Person** is travelling by air other than as a fare paying passenger on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
- 10) for **Bodily Injury** sustained whilst or as a result of participating in any criminal act.
- 11) for **Bodily Injury** or **Sickness** resulting from pregnancy within twenty-six (26) weeks of the expected date of birth.
- 12) for **Bodily Injury** or **Sickness** caused by or arising from the conditions commonly known as Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) and/or any related **illness** or condition including derivatives or variations thereof howsoever acquired or caused. The onus shall always be upon the **Insured Person** to show that **Bodily Injury** or **Sickness** was not caused by or did not arise through AIDS or HIV.
- 13) for **Bodily Injury** or **Sickness** caused by or arising from or due to venereal or venereal related disease.
- 14) for **Bodily Injury** sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.

- 15) for **Bodily Injury** sustained whilst on service or on duty with or undergoing training with any military or police force, or militia or paramilitary organisation, notwithstanding that the **Bodily Injury** occurred whilst the **Insured Person** was on leave or not in uniform.
- 16) for treatments for nervous or mental problems, whatever their classification, psychiatric or psychotic conditions, depression of any kind, or mental insanity.
- 17) any pathological fracture.
- 18) for cures of any kind and all stays in long term care institutions (retirement homes, convalescence centres, centres of detoxification etc.).
- 19) for investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 20) for **Bodily Injury** sustained whilst or as a result of active participation in any hazardous sport such as parachuting, hangliding, parasailing, *off-piste* skiing or bungee jumping.
- 21) for **Bodily Injury** caused by or arising from or as a result of **Terrorism**.

SECTION 6

ACCIDENTAL DEATH

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in Death within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person's Beneficiary** or legal representative the **Compensation** stated in the Schedule.

Specific Extensions

- 1) Disappearance: In the event of the disappearance of the **Insured Person**, following a forced landing, stranding, sinking or wrecking of a conveyance in which such **Insured Person** was known to have been travelling as an occupant, it shall be deemed after twelve (12) months, subject to all other terms and conditions of this Policy, that such **Insured Person** shall have died as the result of an **Accident**. If at any time, after the payment of the **Accidental** death benefit, it is discovered that the **Insured Person** is still alive, all payments shall be reimbursed in full to the **Company**.
- 2) Exposure: Death as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

Specific Conditions

- 1) If applicable and if payment has been made under the Permanent Disablement Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

SECTION 7

PERMANENT DISABLEMENT

If during the **Period of Insurance** an **Insured Person** sustains **Bodily Injury** which directly and independently of all other causes results in disablement within twelve (12) months of the **Date of Loss**, then the **Company** agrees to pay to the **Insured Person** the **Compensation** stated in the specific Table of Benefits below, which is shown as the Table of Benefits in the Schedule. The **Deductible** or **Franchise**, if applicable, shall be deducted from the **Compensation** payable.

Specific Extensions

- 1) Exposure: Permanent disablement as a direct result of exposure to the elements shall be deemed to be **Bodily Injury**.

Specific Provisions

- 1) Ankylosis of the fingers (other than thumb and forefinger) and of the toes (other than the big toe) shall be limited to fifty percent (50%) of the **Compensation** payable for the loss of the said members.
- 2) Any benefit payable under item 23 of Table (C) shall be at the complete discretion of the **Company** taking into consideration the nature of the **Bodily Injury** in conjunction with the stated **Compensation** percentages for more specific injuries shown in the Table of Benefits.

Specific Conditions

- 1) The insurance shall terminate for an **Insured Person** under this Section upon payment of a benefit equal to the Total **Sum Insured**.
- 2) The total amount payable in respect of more than one disablement due to the same **Accident** is arrived at by adding together the various percentages shown in the Table of Benefits, but shall not exceed the Total **Sum Insured**.
- 3) The **Deductible** or **Franchise**, if applicable, shall apply to the total amount payable, irrespective of the number of benefits an **Insured Person** is entitled to.
- 4) If an **Insured Person** dies as the result of the **Bodily Injury** any amount claimed and paid to an **Insured Person** under the Permanent Disablement Section will be deducted from any payment under the **Accidental** Death Section.

Specific Definitions for all Tables of Benefits

- 1) **Limb** means the hand above the wrist joint or foot above the ankle joint.
- 2) **Loss of Hearing** means the total and irrecoverable **Loss of Hearing**.
- 3) **Loss of Mastication** means the total and irrecoverable loss of ability to chew food.
- 4) **Loss of Sight** means the total and irrecoverable **Loss of Sight**. This is considered to have occurred if the degree of sight remaining after correction is 3 / 60 or less on the Snellen Scale.
- 5) **Loss of Speech** means the total and irrecoverable **Loss of Speech**.

Specific Definitions for Table (D)

- 1) **Loss** used with reference to **Limb** and / or fingers, thumbs or toes, means the loss by physical severance or the total and permanent loss of use of said member.

TABLE OF BENEFITS – TABLE (D)

The Disablement	Compensation Expressed as a Percentage of Total Sum Insured
1) Permanent Total Disablement	100%
2) Permanent and incurable insanity	100%
3) Permanent Total Loss of two Limbs	100%
4) Permanent Total Loss of Sight in both eyes	100%
5) Permanent Total Loss of Sight of one eye and one Limb	100%
6) Permanent Total Loss of Speech	100%
7) Complete removal of the lower jaw	100%
8) Permanent Total Loss of Mastication	100%

9) Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10) Permanent Total Loss of Hearing in both ears	75%
11) Permanent Total Loss of one Limb	50%
12) Permanent Total Loss of Sight of one eye	50%
13) Permanent Total Loss of Hearing in one ear	15%
14) Permanent Total Loss of the lens in one eye	25%
15) Permanent Total Loss of use of four fingers and thumb of either hand	40%
16) Permanent Total Loss of use of four fingers of either hand	20%
17) Permanent Total Loss of use of one thumb of either hand:	
a) Both joints	20%
b) One joint	10%
18) Permanent Total Loss of one finger of either hand:	
a) Three joints	5%
b) Two joints	3.5%
c) One joint	2%
19) Permanent Total Loss of use of toes:	
a) All – one foot	15%
b) Big – both joints	5%
c) Big – one joint	2%
d) Other than Big – each toe	2%
20) Established non-union of fractured leg or kneecap	10%
21) Shortening of leg by at least 5 cms.	7.50%
22) Ankylosis of the elbow, hip or knee	20%