



## Shri Group Personal Accident Insurance - Policy Wording

### 1. Preamble

SHRIRAM General Insurance Company Limited (We, Our or Us) will provide the insurance described in this Policy and any endorsements thereto for the Insured Period as defined in this Policy, to the Insured Persons detailed in the Policy Schedule and in reliance upon the statements contained in the Proposal and Declaration Form filled and signed by the Policyholder, which shall be the basis of this Policy and are deemed to be incorporated herein in return for the payment of the required premium when due and compliance with all applicable provisions of this Policy.

The insurance provided under this Policy is only with respect to such and so many of the benefits as are indicated by a specific amount set opposite in the Policy Schedule.

### 2. Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon to pay the Insured / Insured Person, his/her nominee or the legal representatives, 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. Coverage

Our liability to make payment to insured person named in the schedule for one or more of the events described from 3.1 to 3.4 below, is limited to the Sum Insured mentioned in each of the respective section (3.1. to 3.4)

Insured Person agree that we shall deduct from any amount we have to pay under 3.1 to 3.4 ,any amount that we have already paid under any of 3.1 to 3.4, so that our total payments do not exceed the Capital Sum Insured under this policy. However, if we become liable to make payment under 3.1 or 3.2, then this insurance will cease as far as insured person named in the schedule are concerned.

#### 3.1. Accidental Death & Disappearance

We will pay the nominee 100% of the sum insured shown under each of the **Basic Plan, Basic Plus Plan, Advance Plan or Comprehensive Plan** that is selected by Insured Person, if during the Policy Period, insured person named in the schedule meet with any Accidental Bodily Injury, that causes his/her death within 12 Months from the date of such accident and such accident is the sole and direct cause of such death.

We will pay the benefit for Loss of Life during the policy period, if Insured Person's body cannot be located within 365 Days after the forced landing, stranding, sinking or wrecking of a conveyance in which Insured Person was/ were a passenger or as a result of any Acts of God, in which case it shall be deemed, subject to all other terms and provisions of the Policy, that Insured Person shall have suffered loss of life within the meaning of the Policy.

#### 3.2. Permanent Total Disability

We will pay Insured Person **100%** of the sum insured shown under **Basic Plus Plan, Advance Plan or Comprehensive Plan** that is selected by Insured Person, if insured person named in the schedule meet with Accidental Bodily Injury during the Policy Period that causes Permanent Total Disability (shown in the table below) within 12 months from the date of such accident and such accident is the sole and direct cause of such Permanent Total Disability.

**Table 1**

Disability	% of SI
Loss of sight of both the eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and loss of one entire foot or hand	100%
Complete loss of hearing of both ears and complete loss of Speech	100%
Complete loss of hearing of both ears and loss of one limb	100%
Complete loss of hearing of both ears and loss of sight of one eye	100%
complete loss of speech and loss of one limb	100%
complete loss of speech and loss of sight of one eye	100%

### 3.3. Permanent Partial Disability

If insured person named in the schedule meet with Accidental Bodily Injury during the Policy Period that causes Permanent Partial Disability within 12 months from the date of such accident and such accident is the sole and direct cause of such Permanent Partial Disability, then We will pay **the percentage (shown in the table below) of the sums insured** shown under each of the Schedule headings **Advance Plan** and **Comprehensive Plan** that is selected by the insured, however in case of multiple permanent partial disability maximum payable amount will not be more than 100% of Capital Sum Insured.

**Table 2**

Nature of Disability	Percentage of Sum Insured Payable
An arm at the shoulder joint	70%
An arm above the elbow joint	65 %
An arm beneath the elbow joint	60 %
A hand at the wrist	55 %
A thumb	20 %
An index finger	10 %
Any other finger	5 %
A leg above mid-thigh	70 %
A leg up to mid-thigh	60 %
A leg up to beneath the knee	50 %
A leg up to mid-calf	45 %
A foot at the ankle	40 %
A large toe	5 %
Any other toe	2 %
An eye	50%
Hearing of one ear	30 %

However, if the insured named in the schedule were already suffering from Permanent Partial Disability before the date he/she met with Accidental Bodily Injury, then the amount We pay will be reduced by that extent as decided by our medical advisors according to the degree of Permanent Partial Disability from which the insured named in the schedule were already suffering.

### 3.4. Temporary Total Disability

If the insured named in the schedule suffers Accidental Bodily Injury during the Policy Period shown under each of the Schedule headings **Comprehensive Plan** that is selected by the insured which is the sole and direct cause of a temporary disability, which completely prevents the insured person(s) from engaging in his/her respective occupation, then we will make a weekly payment of **1 % of capital sum insured per week, maximum upto Rs 50000/- per week**, subject to:

- 3.4.1. The insured(s)' temporary disablement is certified by a Medical Practitioner/ Physician.
- 3.4.2. We will make the first payment when the insured person(s) named in the schedule satisfy us that the Accidental Bodily Injury has completely prevented the insured person (s) from engaging in his/her occupation.
- 3.4.3. We will stop making payments when We are satisfied that the insured person(s) named in the schedule can engage in his/her occupation again, or when We have made payments **for a**

**maximum period of 100 weeks from the date the insured person(s) met with the Accidental Bodily Injury, whichever is earlier.**

### **3.5. Additional Benefit**

#### **3.5.1. Transportation of Mortal Remains**

If we have accepted a claim under 3.1 - Accidental Death & Disappearance, for death of the insured named in the schedule, then we will pay towards the actual cost of transporting the remains of the deceased from the place of death to a hospital, cremation ground or burial ground. The amount we pay will be limited to the **lower of Rs. 5,000/- or 2% of the sums insured** shown as under with respect to any one of the plan (**Basic Plan, Basic Plus Plan, Advance Plan or Comprehensive Plan**) that is selected by the insured.

#### **3.5.2. Children's Education Benefit**

If we have accepted a claim under either 3.1 - Accidental Death & Disappearance or 3.2 - Permanent Total Disability, then We will make a one-time payment of Rs.5,000/- each child towards the cost of education of up to 2 of the insured's dependent children.

### **3.6. Hospital Confinement Allowance**

**(Available only if the schedule shows insured person opted for it)**

If We have accepted a claim under 3.1 to 3.4, then We will pay Rs.1000/- for each complete calendar day, that insured person had to be hospitalized (within or after the policy period) for medical reasons, because of such Accidental Bodily injury. However, the amount We pay under this optional rider cover for each policy period, will be limited to Rs.30, 000/- even if there is more than one claim.

### **3.7. Accidental Hospitalisation Cover**

**(Available only if the schedule shows insured person opted for it)**

If during the period of Insurance, insured person, sustains bodily injury resulting from accident during the policy period and is hospitalized, because of such accident, on the advice of a Medical Practitioner as an in-patient for twenty four (24) continuous hours or more, then We will reimburse Insured Person the necessary Usual, Reasonable and Customary In-House Medical Expenses actually incurred by Insured Person, within twelve (12) months from the date of Accidental Injury, up to the Actual Hospitalization Expenses or Sum Insured stated in the schedule under this heading whichever is lower, subject to terms and conditions of this policy.

The medical expenses reimbursable would include:

- i. The reasonable charges that insured person named in the schedule necessarily incur on the advice of a Medical Practitioner As an in-patient in a Hospital for accommodation; emergency room, Intensive Care Unit, nursing care; the attention of medically qualified staff; fees of physicians, charges for laboratory test, prescription medicines or drugs, therapeutics, anaesthetics (including administration of anaesthetics), transfusions, artificial Limbs or eyes (excluding repair or replacement of these items), x-rays, prosthetic appliances, undergoing Medically Necessary procedures and medical consumables.
- ii. Ambulance charges for carrying insured person from the site of accident to the nearest hospital subject to a limit of Rs 1000 per claim.

The medical expenses reimbursable would not include:

- i. Any Usual and reasonable In-Hospitalization Medical Expenses before the period of insurance.
- ii. Any claim caused by or arising from or due to Sickness of any and every kind

### **3.8. Medical Expense Reimbursement**

**(Available only if the schedule shows insured person opted for it)**

If We have accepted a claim under 3.1 to 3.4, then We will reimburse the costs of necessary medical treatment the insured had to obtain from a Medical practitioner because of the Accidental Bodily Injury

the insured met with. However, our payment will be limited to **40% of the value of the claim We accepted under 3.1 to 3.4 or 10% of the 'Capital Sum Insured' or Rs. 5 Lac or the Actual Amount whichever is lower.**

Please note that if Insured Person have opted for both 3.7 and 3.8, then the cover 3.8 - Medical Expense Reimbursement will be operative first and then if required, the claim could be claimed in the cover 3.7 - Accidental Hospitalisation Cover.

### **3.9. Modification of Residential Accommodation and Vehicle**

**(Available only if the schedule shows insured person opted for it)**

In the event of Injury, We will reimburse upto the Sum Insured for covered expenses reasonably incurred to modify the Insured Person's residential accommodation or own vehicle on account of the Insured having suffered Permanent Total Disability subject to the condition that these alterations are necessary as per the advice of treating/ attending Medical Practitioner. Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy becoming admissible. The maximum limit under this section will be Rs. 50,000/- for modification of single residential accommodation / vehicle.

## **4. Words, Phrases with Special Meanings**

The words and phrases listed have special meanings We have set below whenever they appear in this Policy in bold type and initial Capitals. Please note that references to the singular or to the masculine also include references to the plural or to the female the context permits and if appropriate.

### **4.1 Accident, Accidental**

An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

### **4.2 Optional Rider Cover**

The benefit under the section 3.6 - Hospital Confinement Allowance, 3.7- Accidental Hospitalisation Cover, 3.8 Medical Expense Reimbursement, and 3.9 Modification of Residential Accommodation and Vehicle are Optional Rider cover and would be available only if the schedule shows insured person named in the schedule has opted and has paid premium for any of such Optional rider cover.

### **4.3 Capital Sum Insured**

Means the amount stated in the policy schedules such or limited to the specific insurance details in any section of the policy. The capital sum insured shall be subject at all time 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.

### **4.4 Civil 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.

### **4.5 Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

### **4.6 Congenital Anomaly**

Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

#### **a) Internal Congenital Anomaly**

Congenital anomaly which is not in the visible and accessible parts of the body

#### **b) External Congenital Anomaly**

Congenital anomaly which is in the visible and accessible parts of the body

#### **4.7 Day Care Centre**

A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered 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

- has qualified nursing staff under its employment;
- has qualified medical practitioner/s in charge;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

#### **4.8 Dependent child**

means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent source of income. Further, the age of the child must be between 5 years to 25 years and who shall be unmarried.

#### **4.9 Disclosure to Information Norm**

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

#### **4.10 Domiciliary Hospitalisation**

Domiciliary hospitalization means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- the patient takes treatment at home on account of non availability of room in a hospital.

#### **4.11 Emergency Care**

Emergency care means management for an 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.

#### **4.12 Hospital**

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

#### **4.13 Hospitalisation**

Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours

#### **4.14 Illness**

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

**a) Acute condition -**

Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

**b) Chronic condition –**

A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
2. it needs ongoing or long-term control or relief of symptoms
3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
4. it continues indefinitely
5. it recurs or is likely to recur

#### **4.15 Injury/ Bodily injury**

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.

#### **4.16 Inpatient Care**

Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

#### **4.17 Insured**

means the group, organization, institution, firm, society or body corporate engaged in any trade or business in India on whose name the policy is issued.

#### **4.18 Insured Person**

means and includes the persons named in the Schedule to the Policy, who have a permanent place of residence in India and for whom the insurance is proposed and appropriate premium paid.

#### **4.19 Insured Event**

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

#### **4.20 Intensive Care Unit**

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

#### **4.21 Limit of indemnity**

Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover and subject to the limits specified in **the Section 3 - Coverage**.

#### **4.22 Medical Advice**

Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

#### **4.23 Medical expenses**

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 Medical Practitioner in the same locality would have charged for the same medical treatment.

#### **4.24 Medical Practitioner/ Physician**

Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

#### **4.25 Medically Necessary**

Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- i. is required for the medical management of the illness or injury suffered by the insured;
- ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii. must have been prescribed by a medical practitioner;
- iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

#### **4.26 Notification of Claim**

Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

#### **4.27 Nominee**

Nominee means a person designated by insured person to receive the proceeds of this Policy upon death of insured person.

#### **4.28 OPD treatment**

OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

#### **4.29 Permanent total Disability**

A disability condition certified by Civil Surgeon of Government Hospital stating the continuous and permanent:

- loss of the sight
- Loss of hands or feet
- loss of hearing
- loss of Speech

#### **4.30 Permanent Partial Disability**

A disability condition certified by Civil Surgeon of Government Hospital stating the total and continuous loss or impairment of a body part or sensory organ, with the percentage of disability

#### **4.31 Policy**

Policy document is a legal document which is an evidence of the contract of Insurance between the Proposer/Insured and the Insurer and inter alia, includes the Proposal Form, Declaration Form, the Policy Schedule, Company's covering letter to the Insured, any enrolment forms, endorsements, papers or riders attaching to or forming part hereof, issued either at the inception or during the Policy Period.

#### **4.32 Policy Period/Period of Insurance**

The period between and including the start and end dates shown in the schedule

#### **4.33 Pre-existing Disease/Condition**

Pre-Existing Disease means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice / treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.

#### **4.34 Proposal and Declaration Form**

The proposal form and other information and documentation supplied to us in considering whether and on what terms to offer this insurance

#### **4.35 Qualified Nurse**

Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

#### **4.36 Reasonable and Customary Charges**

Reasonable and Customary 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.

#### **4.37 Renewal**

Renewal means 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 gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

#### **4.38 Room Rent**

Room Rent means the amount charged by a Hospital towards Room and Boarding expenses and shall include the associated medical expenses.

#### **4.39 Surgery or Surgical Procedure:**

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 from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

#### **4.40 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.

#### **4.41 Sum Insured**

Means the sum as specified in the Schedule to this Policy against the name of the Insured Person, which sum represents the Our 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.

#### **4.42 Basic Plan**

This cover is available only if the schedule shows insured person named in the schedule has opted for Basic Plan.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the sections:

- 3.1 - Accidental Death & Disappearance
- 3.5.1- Transportation of Mortal Remains
- 3.5.2 - Children's Education Benefit

#### **4.43 Basic Plus Plan**

This cover is available only if the schedule shows insured person named in the schedule has opted for Basic Plus Plan.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the sections:

- 3.1 - Accidental Death & Disappearance



- 3.5.1 - Transportation of Mortal Remains
- 3.5.2 - Children's Education Benefit
- 3.2 - Permanent Total Disability

#### **4.44 Advance Plan**

This cover is available only if the schedule shows **insured person** named in the schedule has opted for Advance Plan.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the sections:

- 3.1 - Accidental Death & Disappearance
- 3.5.1 - Transportation of Mortal Remains
- 3.5.2 - Children's Education Benefit
- 3.2 - Permanent Total Disability
- 3.3 - Permanent Partial Disability

#### **4.45 Comprehensive Cover**

This cover is available only if the schedule shows insured person named in the schedule has opted for Comprehensive Cover.

Under this cover, the benefits available to Insured Person/ Insured Person's family members are covered under the sections:

- 3.1 - Accidental Death & Disappearance
- 3.5.1 - Transportation of Mortal Remains
- 3.5.2 - Children's Education Benefit
- 3.2 - Permanent Total Disability
- 3.3 - Permanent Partial Disability
- 3.4 - Temporary Total Disability

#### **4.46 We, our, US, ours, the company**

means Shriram General Insurance Company Limited.

### **5. What is not covered (Exclusions):**

We will not pay for any event that arises because of, is caused by, or can in anyway be linked to any of the following.

#### **5.1. Accidental Bodily Injury resulting in Death, Injury or Disablement that insured person named in the schedule meet with:**

- 5.1.1. Through suicide, attempted suicide or self inflicted injury or illness.
- 5.1.2. While under the influence of liquor or drugs.
- 5.1.3. Arising or resulting from the insured person committing any breach of law with criminal intent.
- 5.1.4. Whilst engaging in aviation or ballooning, 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.
- 5.1.5. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trail runs.
- 5.1.6. As a result of any curative treatments or interventions that insured person carry out or have carried out on insured person body.
- 5.1.7. Arising out of insured person participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.

- 5.2. **Consequential losses of any kind or actual or alleged legal liability.**
- 5.3. **Any injury/disablement/death directly or indirectly arising out of or contributed to any pre-existing condition.**
- 5.4. **Directly or Indirectly caused by Venereal or Sexually transmitted diseases**
- 5.5. **HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/ or mutant derivatives or variations thereof however caused.**
- 5.6. **Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.**
- 5.7. **Payment of compensation in respect of Accidental Death, Disappearance, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to: War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.**
- 5.8. **Nuclear energy, radiation.**

## **6. Conditions**

### **6.1. 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.

### **6.2. 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.

### **6.3. Material Change**

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

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

### **6.4. Fraudulent Claims**

If any claim is in any respect fraudulent, or if any false statement or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured /Insured Person or anyone acting on his/her/their behalf to obtain any benefits under the Policy, all benefits under this Policy shall be forfeited. The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition

### **6.5. No Constructive Notice**

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

### **6.6. Notice of Charge**

The Company shall not be bound to take notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy; but the payment by the Company to the insured 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, his/her nominee or legal representatives shall in all cases be a full, valid and effectual discharge to the Company.

#### **6.7. Special Provisions**

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

#### **6.8. Overriding Effect**

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

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

#### **6.10. 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:

6.10.1.give written notice with full particulars to the Company immediately. In case of accidental 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

6.10.2.proof satisfactory to the Company shall be furnished on all matters upon which a claim is based

6.10.3.in the event of death, to make a post-mortem examination of the body of the 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.

6.10.4.in the event of a claim in respect of loss of sight,the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable

6.10.5.any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company

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

6.10.7.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.

#### **6.11. Claim Documentation**

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

In case of Personal Accident Death claims

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

In case of Disappearance claims

- a. No Trace Report from Police
- b. Any other document as may be required by the Company

In case of Personal Accident Disability claims

- a. FIR from police authorities wherever necessary (in case of accidents outside residence)
- b. Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c. Hospital Medical Records
- d. Any other document as may be required by the Company The Insured / Insured Person shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured / Insured Person and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. 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

#### **6.12. 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.

#### **6.13. Position After a Claim**

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

- 4.1.1 Accidental death & Disappearance 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;
- 4.1.2 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
- 4.1.3 temporary total disablement upon termination of such disablement

#### **6.14. Forfeiture of Claims**

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

#### 6.15. Currency of Payment

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

#### 6.16. Arbitration clause

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 thereto 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 and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act,1996.

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.

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 the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

#### 6.17. Renewal

This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to Us on or before the date of expiry of the Policy or of the subsequent renewal thereof. However We shall not be bound to give notice that such renewal premium is due.

#### 6.18. Cancellation

We may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact by sending notice in writing by Registered A/D to Insured Person at Insured Person's last known address at least 15 days in advance in which case We shall refund pro-rata premium for the unexpired portion of the policy on the date of cancellation, provided no claim has occurred upto the date of 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 retain the premium for the period this Policy has been in force at the Company's short period scales.

Period on risk	% of Annual Premium refunded
Upto 1 month	75%
Exceeding 1 month and upto 3 months	50%
Exceeding 3 months and upto 6 months	25%
Exceeding 6 months	Nil

6.18.1. Insurance in respect of an Insured Person shall immediately terminate at the earliest of the following dates:

- a) The date that the Policy is terminated;
- b) The date that the Capital Sum Insured is paid for covered loss

6.18.2. In the event that the initial premium payable is not paid and realised, this Policy shall be deemed

to be void from the intended Policy Effective Date.

#### 6.19. Revision/ Modification of the policy

There is a possibility of revision/ modification of terms, conditions, coverage's and/or premiums of this product at any time in future, with appropriate approval from IRDAI. In such an event of revision/modification of the product, intimation shall be set out to all the existing insured members at least 3 months prior to the date of such revision/modification comes into the effect

#### 6.20. Change in Nomination

The insured can change the nominee to whom such payment is to be made at any time during the Policy Period, provided that such change shall only be effective when the insured has notified us and We have recorded the change by an endorsement to this effect.

#### 6.21. Territorial Limits

- 6.21.1. This policy cover Accidental Bodily Injury sustained during the Policy Period anywhere in the world except the above Accidental Hospitalisation Cover and Medical Expenses subject to the travel and other restrictions that the Indian Government may impose), but We will only make payment within India and in Indian Rupees.
- 6.21.2. For Accidental Hospitalisation claim, the hospitalisation expenses incurred only in India would be covered and We shall make payment in Indian Rupees only.

### Grievance Redressal Procedure

Welcome to Shriram General Insurance and Thank You for choosing us as your insurer.

Please read your policy and schedule. The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

We do our best to ensure that our customers are delighted with the service they receive from Us. If you are dissatisfied We would like to inform you that We have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step Initially, We suggest you to contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step Naturally, We hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD at the below mentioned address:

**Contact Person:** Chief Compliance and Grievance Redressal Officer  
**Contact Address:** Shriram General Insurance Co. Ltd.  
E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022  
1800-180-7474, 1800-300-30000  
**Grievance Cell No:** 1800-180-7474, 1800-300-30000  
**E-mail ID:** [md@shriramgi.com](mailto:md@shriramgi.com)  
**Fax No.:** 91-141-2770693

You can also reach us by email or register their complaints on the website of the Company.

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices are mentioned below:

Ombudsman Offices	
Jurisdiction	Office Addresses
Gujarat , Dadra & Nagar Haveli, Daman and Diu	Insurance Ombudsman Office of the Insurance Ombudsman 2 <sup>nd</sup> Floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, <b>AHMEDABAD</b> – 380 014 Tel.079- 27546150/139, Fax:079-27546142 E-mail: bimalokpal.ahmedabad@gbic.co.in

Karnataka	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar Ist Phase, <b>BENGALURU</b> – 560 078 Tel. 080 – 26652048 / 49 E-Mail: bimalokpal.bengaluru@gbic.co.in
Madhya Pradesh & Chhattisgarh	Insurance Ombudsman, Office of the Insurance Ombudsman JanakVihar Complex, 2 nd floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, <b>BHOPAL</b> - 462 003 Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpal.bhopal@gbic.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 <sup>nd</sup> floor, Batra Building, Sector 17-D , <b>CHANDIGARH</b> – 160 017 Tel.: 0172-2706196 / 2706468, Fax: 0172-2708274 E-mail: bimalokpal.chandigarh@gbic.co.in
Orissa	Insurance Ombudsman, Office of the Insurance Ombudsman 62, Forest Park, <b>BHUBANESHWAR</b> – 751 009 Tel.0674-2596461 / 2596455, Fax - 0674-2596429 E-mail: bimalokpal.chandigarh@gbic.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Insurance Ombudsman, Office of the Insurance Ombudsman 6 <sup>th</sup> Floor , Jeevan Bhawan, Phase II, Nawal Kishore Rd. Hazratganj, <b>LUCKNOW</b> – 226 001 Tel.:0522- 2231330 / 31, Fax: 0522-2231310 E-mail: bimalokpal.lucknow@gbic.co.in
Delhi	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Building. Asaf Ali Road, <b>NEW DELHI</b> – 110 002 Tel. 011-23239633 / 23237532, Fax: 011-23230858 E-mail: bimalokpal.dehli@gbic.co.in
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Insurance Ombudsman, Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe , S. V. Road, Santacruz (W), <b>MUMBAI</b> – 400 054 Tel: 022-26106552 / 26106960, Fax: 022-26106052 E-mail: bimalokpal.mumbai@gbic.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	Insurance Ombudsman, Office of the Insurance Ombudsman Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, <b>KOLKATA</b> – 700 072 Tel.: 033 - 22124339 / 22124340, Fax: 033-22124341 E-mail : bimalokpal.kolkata@gbic.co.in
Kerala , Lakshadweep, Mahe-a part of Pondicherry.	Insurance Ombudsman, Office of the Insurance Ombudsman 2 <sup>nd</sup> Floor, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM</b> – 682 015 Tel.: 0484 - 2358759 / 2359338, Fax:0484-2359336 E-mail: bimalokpal.ernakulam@gbic.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 <sup>th</sup> Floor, Nr. Panbazar Overbridge , S.S. Road, <b>GUWAHATI</b> – 781 001 (ASSAM) Tel. : 0361-2132204 / 2132205, Fax:0361-2732937 E-mail: bimalokpal.guwahati@gbic.co.in
Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46 , 1 st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD</b> – 500004 Tel.: 040 - 65504123 / 23312122, Fax: 040-23376599 E-mail: bimalokpal.hyderabad@gbic.co.in

Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry)	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, <b>CHENNAI</b> – 600 018 Tel. 044-24333668 / 24335284, Fax: 044-24333664 E-mail: bimalokpal.chennai@gbic.co.in
Rajasthan	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, <b>JAIPUR</b> - 302 005 Tel.: 0141 – 2740363 Email: Bimalokpal.jaipur@gbic.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Insurance Ombudsman Office of the Insurance Ombudsman <b>NOIDA</b> Email: bimalokpal.noida@gbic.co.in
Bihar, Jharkhand	Insurance Ombudsman Office of the Insurance Ombudsman <b>PATNA</b> Email: bimalokpal.patna@gbic.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, <b>PUNE</b> – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in