



redefining /
general insurance

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Company Limited**

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SmartStudent PA Insurance Policy

- Policy Wordings

UIN: IRDA/NL-HLT/BAXAGI/P-H/V.I/90/13-14

Preamble

WHEREAS the Insured named in the Schedule hereto has made and/or caused to be made to Bharti AXA General Insurance Company Limited (hereinafter called the "Company") a written proposal as stated in the Schedule hereto (warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid or agreed to pay, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938 and the rules made there under, to the Company the premium herein stated for the insurance specified hereinafter for the period stated in the Schedule.

Operative Clause:

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon, to indemnify, compensate, pay and/or reimburse the Insured / Insured Person, his/her assignee 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.

Definitions:

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

"Accident" means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.

"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.

"Company" means Bharti AXA General Insurance Company Limited.

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

"Cumulative Bonus" shall mean any increase in the Sum Insured granted by the insurer without an associated increase in premium.

"Dependent Child" refers to a child (natural or legally adopted), below the age of 23 years, financially dependent on the primary insured or proposer and does not have his / her independent sources of income.

"Disclosure to information norm" means 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.

"Family" means the Insured, his/her lawful spouse and maximum of two dependant children below the age of 23 years.

"Insured" means University or the education institution for graduate/ post-graduate and higher studies and/or for professional courses or a group of students of any such University or institution on whose name the Policy is issued.

"Insured Person" means the student named in the Schedule to the Policy, who has a permanent place of residence in India and for whom the insurance is

proposed and appropriate premium paid.

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

"Medical Practitioner" is 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 the scope and jurisdiction of licence. The term Medical Practitioner includes a physician, specialist and surgeon, provided that this person is not a member of the Insured/Insured Person's family.

"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.

"Notification of Claim" is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

"Period of Insurance" means the Policy period defined hereunder.

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

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

"Portability" means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

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

"Permanent Total Disablement" means a bodily injury caused by accidental, external, violent and visible means, which as a direct consequence thereof totally disables and prevents the student from continuing his studies as well as from attending to his /her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no hopes of improvement at the end of that period.

"Pre-existing Disability" means an existing disability and consequence of such disability existing or known to exist at the commencement of the Policy period.

"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.

"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.

"Subrogation" shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

"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.

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

"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.

Scope of Cover:

1. Basic Cover If at any time during the currency of this Policy, the Insured/the Insured Person shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the Company shall pay to the Insured/ Insured Person, his/her assignee or legal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say -

- a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto;
- b) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the amount stated in the Schedule hereto;
 - ii) use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the amount stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, the amount stated in the Schedule hereto;
 - ii) use of a hand or a foot without physical separation, the amount stated in the Schedule hereto.

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

- d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description whatsoever, then a lump sum stated in the Schedule hereto.
- e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable.

Scale of Benefits Table	Percentage of Sum Insured
1. Death	100%
2. PTD - Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	150%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	150%
iii) Total Paralysis	150%
iv) Loss of all fingers and both thumbs OR loss of arm - at shoulder; between shoulder and elbow ; at and below elbow OR Loss of leg - at hip; between knee and hip ; below knee	100%
For the purpose of items ii) and iii) above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.	
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	150%
4. PPD - Total and irrecoverable loss of various parts as given below:	
The sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50%
Use of a hand or a foot without physical separation	50%
Loss of speech	50%
Loss of toes - all	20%
Loss of toes great - both phalanges	5%
Loss of toes great - one phalanx	2%
Loss of toes other than great, if more than one toe lost: each	2%
Loss of hearing - both ears	75%
Loss of hearing - one ear	30%
Loss of four fingers and thumb of one hand	50%
Loss of four fingers of one hand	40%
Loss of thumb - both phalanges	25%
Loss of thumb - one phalanx	10%
Loss of index finger - three phalanges	15%
Loss of index finger - two phalanges	10%
Loss of index finger - one phalanx	5%
Loss of middle finger or ring finger or little finger - three phalanges	10%
Loss of middle finger or ring finger or little finger - two phalanges	7%
Loss of middle finger or ring finger or little finger - one phalanx	3%
Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3%
Any other permanent partial disablement	Percentage as assessed by a panel doctor of the Company

UIN: IRDA/NL-HLT/BAXAGI/P-H/V.I/90/13-14

2. Other benefits

The free benefits also payable if there is a basic claim payable under Clause 1a) of Scope of Cover

- a) **Transportation of Mortal Remains:** In the event of death of the Insured/Insured Person due to bodily injury resulting solely and directly from accident caused by external, violent and visible means outside his/her residence, for which a claim is payable under the Policy under Clause 1 a) of the Scope of Cover as mentioned hereinabove, the Company in addition to the amount payable under foregoing Clause 1 a) shall also pay a lump sum allowance of 1% of Capital Sum Insured for Basic Cover 1a) above towards for transportation of Insured Person 's dead body to the place of residence.
- b) **Funeral Expenses:** This benefit provides for payment a fixed allowance as specified in the Schedule to this Policy towards expenses, incurred for funeral in the case of death of the Insured / Insured Person due to bodily injury resulting solely and directly from accident caused by external, violent and visible means, provided the claim for which is admissible under the Policy.

Additional Benefits

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

- a) **Hospital Daily Cash Allowance:** This benefit provides for payment of a daily allowance for the number of days the Insured Person is hospitalized following treatment of bodily injury caused by accidental, external, violent and visible means, if the hospitalisation exceeds two days mentioned in the Schedule to this Policy and a valid claim is admissible under the Basic Cover of the Policy. The maximum number of days for which the benefit is payable shall be 30 days.
- b) **Accident Medical Expenses:** This benefit provides for reimbursement of actual medical expenses incurred following medical treatment of a bodily injury caused by accidental, external, violent and visible means provided that there is a valid claim admissible under the Basic Cover of the Policy. The reimbursement shall be limited to the amount specified in the Schedule to this Policy.
- c) **Double Indemnity for Death or Permanent Total Disability:** This benefit provides for payment of Double Indemnity, i.e. 200% of the sum insured covered under section of 1 of the benefit schedule in case of death or 200% of the sum insured covered in case of Permanent Total Disablement, due to bodily injury caused by accidental, external, violent and visible means whilst travelling as a passenger in a public conveyance. Public conveyance shall mean Passenger carrying Bus, Air Plane, Train or Passenger carrying ship or vessel. Benefits payable under this section shall not be cumulative to section 1 and Section 2 of the benefit schedule.
- d) **Legal Expenses:** This policy provides for payment of legal costs and expenses incurred with the consent of the Company by the Insured / incurred by the Insured Person or the legal representative of the Insured / Insured Person, as the case may be, towards claims for compensation for death or disablement arising due to an accidental bodily injury during the Policy period. The amount will be as mention in the policy schedule.

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

- e) **Study Interruption:** This benefit provides for payment to the Insured Person, in the event of study interruption, compensation as stated in the Schedule to this Policy subject to the Special Conditions below:

Special Conditions

The study interruption would deem to arise:

1. in the event of Hospitalization of the Insured / Insured Person for more than one consecutive month for either a disease, illness or injury or in the case of terminal sickness, or
 2. in case of death of any one immediate family member (limited to spouse, dependant children or parents) or of the Sponsor during the Policy period which may lead the Insured Person to discontinue his / her studies for the remaining part of the current semester for which Tuition fees has already been paid.
- In such an event of Study Interruption, the Company shall, under this benefit, reimburse the Insured Person, the Tuition fees which have already been advanced to the educational institution less possible/actual refunds, up to

the amount stated in Schedule to this Policy.

In the event of a claim, the Insured Person shall make a request to the institution, in writing, seeking a written response from the institute towards any amount due to the Insured/Insured Person by way of refunds, both of which shall be required to be provided to the Company. Only the figures shown on an official invoice(s) from the institution for payment of said Tuition Fees in conjunction with the refund statement, if any, shall be used for calculating any payment by the Company. The benefit under this Policy is however, limited to the Sum Insured as specified in the Schedule to this Policy.

Special Exclusions:

This benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from any hospitalisation arising due to:

- i. All exclusions applicable under to the Policy;
 - ii. Routine physical check up and / or any expenses related thereto;
 - iii. Cosmetic or plastic surgery except as a result of an accident;
 - iv. Elective surgery;
 - v. Any mental and nervous disorders, rest, cures or stress of any kind;
 - vi. Alcoholism or drug addiction, or use of any drug or narcotic agent;
 - vii. Any treatment provided by a family member;
 - viii. Any treatment due to specific named hazards, hand gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft;
 - ix. Accidents due to mental disorders or disturbances of consciousness, stroke, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
 - x. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
 - xi. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
 - xii. Any claim due to pregnancy or childbirth, venereal disease or infirmity.
- f) **Sponsor Protection** - This benefit provides that in the event of accidental death or permanent total disability due to an accident of the Sponsor, named in the Schedule to this Policy, who pays the Tuition Fees to the educational institution on behalf of the Insured Student, the Company will pay compensation to the Insured Student, up to the limit of Sum Insured as opted by the Insured Student towards payment of tuition fees for the remaining period of the education of the current course of the Insured Student., subject to the Special Conditions below.

Special Conditions

A Sponsor can be either of the parents of the Insured Person or any relative / guardian of the Insured Person or any other person. A Sponsor is the person who pays the tuition fees for the education of the Insured Person in the Institution and whose death would disrupt the continuation of education of the Insured Person in the Institution. The name and address of the Sponsor and the relationship as well as the details of the course together with fee details need to be mentioned in the Schedule.

The benefit under this Section is limited only to the reimbursement of tuition fees for the remaining period of education of Insured Person in the institution which has been paid by the Insured Person himself / herself, following the unfortunate death of the Sponsor due to an injury. No reimbursement can be claimed by the Insured as a benefit under this Section in case the tuition fees have been paid in advance by the Sponsor for the whole of the period of education.

The benefit would be payable by the Company upon submission of an official Death Certificate of the Sponsor and a statement from a Physician (not to be a relative or spouse of the Insured or the Sponsor) stating cause of death, as proof of death, of the Sponsor. In the event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) towards payment of the said Tuition fees shall be used for calculating any payment by the Company.

In the event of a claim, reimbursement of the tuition fees for the remaining period of education of the insured in the institution will be used for calculation any payment by the company.

Special Exclusions:

This being a benefit arising out of death of the Sponsor arising due to an injury, all the exclusions of this Policy would be applicable to this benefit also insofar as the accidental death or permanent total disability of the Sponsor is concerned.

g) Compassionate Visit

- a) In the event the Insured Person is hospitalized for more than seven (7) consecutive days for treatment of any bodily injury in a location where the Insured Person is studying which is outside the original place where the family members of the Insured Person reside and his/her medical condition forbids transfer to his original place and no adult member of his/her family (limited to spouse, dependant children and dependant parents) is present, the Company after obtaining confirmation of need for a companion from the attending Medical Practitioner, will provide for payment of an allowance upto the limits as mentioned in the Schedule to this Policy towards visit of one immediate family member to be at his /her bedside for the duration of stay in the Hospital.
- b) It also provides for an allowance upto the limits as mentioned in the Schedule to the Policy for the Insured Person to visit his/her native place in India, in the unfortunate event of the family member (limited to spouse, dependant children and dependant parents) being hospitalized for more than seven consecutive days in India in a location other than the location where the Insured / Insured person is studying.

Special Exclusions:

This benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from any hospitalisation arising due to:

- a) All exclusions applicable under to the Policy;
- b) Routine physical check up and / or any expenses related thereto;
- c) Cosmetic or plastic surgery except as a result of an accident;
- d) Elective surgery;
- e) Any mental and nervous disorders, rest, cures or stress of any kind;
- f) Alcoholism or drug addiction, or use of any drug or narcotic agent;
- g) Any treatment provided by a family member;
- h) Any treatment due to specific named hazards, hand gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft;
- i) Accidents due to mental disorders or disturbances of consciousness, stroke, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same;
- j) Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident;
- k) Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft;
- l) Any claim due to pregnancy or childbirth, venereal disease or infirmity.

Maximum Liability under the Policy

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

The maximum liability under the Policy in case of a claim due to Permanent Total Disablement will be limited to the specified Sum Insured for Permanent Total Disablement Benefit as mentioned in the Schedule to this Policy. However, any amount payable under Additional benefits will be payable in addition to the above compensation. In case of option of Double benefit cover, the total compensation shall be limited to 200% of the specified Sum Insured for Permanent Total

Disablement as mentioned in the Schedule to this Policy plus Additional benefits, if any, payable under Hospital Daily Cash Allowance, Medical expenses, Compassionate visit and Legal expenses where such additional benefits have been opted for and mentioned in the Schedule to this Policy.

The maximum liability under the Policy in case of a claim due to Sponsor Protection will be limited to the amount of compensation payable as mentioned in the Schedule to this Policy together with any payment under Compassionate visit (in case the Sponsor is any one of the parents and the death is after hospitalisation for more than 7 days). In case of death of both the Insured Person and the Sponsor in the same accident then compensation for both the persons will be payable as per the Policy to the legal representative.

In case of the group policy, if the claim occurs due to death of Sponsor the claim amount in respect of sponsor protection will be paid to the Institution concerned directly by the Company and in respect of all other claims, compensation amount will be paid to the Insured Student or nominee of the Insured Student as the case may be.

Portability:

Insured(s) have an option to migrate from their existing health insurance policy of any other Indian non life insurer to any other similar policy with Us, at the time of renewal, provided the previous policy/policies has been maintained without any break.

Portability benefit will be offered to the extent of previous year's sum insured, and shall not apply to additional increased sum insured in our policy.

However it may be noted that:

- (a) The waiting periods specified in the Exclusion wordings of the Policy shall be reduced by the number of continuous preceding years of coverage of the Insured/ Insured Person under the previous health insurance policy / policies; AND
- (b) If the proposed Sum Insured for an Insured Person is more than the Sum Insured applicable under the previous health insurance policy, then the reduced waiting period shall only be applicable to the extent of the Sum Insured in previous policy/ policies).

General Exclusions of the Policy:

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

1. Death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
2. Compensation under more than one of the foregoing Clauses of the basic Cover in respect of the same period of disablement.
3. Any other payment after a claim under one of the foregoing Clauses (a), (b), or (d) of the Basic Cover has been admitted and become payable save for payments under free benefits and additional benefits.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Any pre-existing disability/ accidental injury.
6. Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
7. Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
8. Any claim in respect of accidental death or permanent disablement of the Insured Person:
 - i. self exposure to needless perils except in an attempt to save human life
 - ii. whilst under the influence of liquor or drugs or other intoxicants
 - iii. whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - iv. directly or indirectly, caused by venereal disease, AIDS or insanity
 - v. arising or resulting from the Insured committing any breach of law with criminal intent, participating in an actual or attempted felony, riot, crime, misdemeanour or civil

commotion

- vi. whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
9. Any consequential loss or damage cost or expense of whatsoever nature.
10. Death or permanent disablement due to accidental injury arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
11. Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
 - i. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
 - ii. nuclear weapons material.
12. Insured Person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
13. Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air charter company.
14. Any accident to an Insured Person which arises in the course of his/her occupation if his/her occupation falls within the following categories or involves the following activities - Air crew, ship crew, professional sportsman, diving, oil-rig platform and/or off-shore work, fire fighting, police, naval, military, air force service or operations and any hazardous occupation.
15. The insurance under this Policy shall not extend to cover any benefit under the Policy resulting directly or indirectly caused by, contributed to or aggravated or prolonged by misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured/Insured Person.

Cumulative Bonus

For Individual Student personal accident policy compensation payable under the foregoing Clauses (a), (b) and (c) of the Basic Cover of the Policy viz. death, permanent total disablement and permanent partial disablement arising out of bodily injury shall be increased by 5% thereof in respect of each completed year, during which the Policy shall have been in force, prior to the occurrence of an accident for which Capital Sum becomes payable but the amount of all such increases shall not exceed 50% of the Capital Sum Insured stated in the Schedule hereto.

This cumulative bonus is applicable to Capital Sum Insured, which is renewed continuously.

This clause shall not in any way alter the annual character of the insurance or the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

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

Conditions

1. Duty of Disclosure:

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

2. 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.

3. 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.

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/their behalf to obtain any benefits under the Policy, all benefits under this Policy shall be forfeited. The Company will have the right to reclaim all benefits paid in respect of a claim which is fraudulent as mentioned above under this Condition as well as under Condition No 1 of this Policy.

5. No Constructive Notice:

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

6. Notice of Charge:

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

7. Overriding effect:

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

8. Electronic Transaction:

The Insured /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, Electronic data interchange, call centres, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by or on behalf of the Company for and in respect of the Policy or its terms or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other Group Companies, or other persons in connection with the Policy as may be determined by the Company and shall not hold the Company liable for such use/application.

9. Duty of the Insured on occurrence of loss:

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

- a) give written notice with full particulars to the Company immediately. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before interment / cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation
- b) proof satisfactory to the Company shall be furnished on all matters upon which a claim is based
- c) in the event of death, to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing
- d) in the event of a claim in respect of loss of sight the Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable
- e) any Medical or other official 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

- f) allow the Medical Practitioner or any official of the Company to inspect the medical and hospitalisation records and to examine the Insured/Insured Person
- g) assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.

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

10. Claim Documentation

The Insured / Insured Person his/her assignee 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 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.

Upon receipt of all required documents, the offer of settlement will be made within 30 days. Settlement (payment) of claim will be made within 7 days of receipt of acceptance in response to offer of settlement, failing which penal interest (in compliance with applicable regulations) at a rate 2% higher than bank rate prevailing as on the date of beginning of financial year in which the claim is reviewed.

11. Right to Inspect

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

12. Position after a claim

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

- i. death or permanent total disablement, only after deleting by an endorsement the name of the Insured Person in respect of whom such sum shall become payable without any refund of premium;
- ii. permanent partial disablement, only after reduction of Capital Sum Insured, by an endorsement, by the amount admissible under the claim in respect of the Insured Person in respect of whom such sum shall become payable.

13. Subrogation:

In the event of any claim payment under this Policy, the Company shall be subrogated to all the Insured/Insured Person's rights or recovery thereof

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

However this condition will not be applicable for the where the payments are made on the benefits basis such as Hospital cash allowance, Sponsor Protection, Legal expenses and Study interruption.

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

15. Free Look Period:

Insured / Insured person 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 insured have any objections to any of the terms and conditions, he/ she have the option of cancelling the Policy stating the reasons for cancellation and the premium will be refunded after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium.

The policy can be cancelled only if insured have not made any claims under the Policy.

Free look provision is not applicable and/or available at the time of renewal of the Policy.

Free look period is also not available where the policy period is of the tenure less than one year.

16. Cancellation/Termination:

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured/Insured Person at his / their last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. Such notice shall be deemed sufficiently given if posted and addressed to the Insured /Insured Person at the address last registered in the Company's books and shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post or the Policy may be cancelled at any time by the Insured /Insured Person by a notice in writing under certificate of posting or by Regd. A/D. Such notice shall be deemed to be effective from the date of despatch of the same by the Insured. The Insured /Insured Person may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales, provided that, no refund of premium shall be made if any claim has been made under this Policy by or on behalf of the Insured /Insured Person.

Table of Short Period Scales

Period of Risk	Premium to be charged (% of the Annual Rate)
Up to one month	25%
Up to three months	50%
Up to six months	75%
Above six months	Full Annual Rate

17. Currency of payment

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

18. Policy Disputes:

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to be subject to the executive jurisdiction of the High Court of Karnataka and to comply with all requirements necessary to give such Court

UIN: IRDA/NL-HLT/BAXAGI/P-H/V.I/90/13-14



the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

19. Arbitration:

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole Arbitrator to be appointed in writing by the parties to the dispute/difference, or if they can not agree upon a single Arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three Arbitrators, comprising of two Arbitrators and one to be appointed by each of the parties to the dispute/difference and the third Arbitrator to be appointed by such two Arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliations Act 1996.

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

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

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

20. Renewal Notice:

The Company shall give notice for renewal of the policy and accept renewal premium in all cases except in case of non-cooperation of the Insured / Insured Person in implementing the terms and conditions of Policy. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured / Insured Person that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company.

21. Notices:

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

- In case of the Insured / Insured Person, at the address given in the Schedule to the Policy.
- In case of the Company, to the Policy issuing office/nearest office of the Company.

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

22. Customer Service:

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

23. Grievances:

In case the Insured / Insured Person is aggrieved in any way, the Insured / Insured Person may contact the Company at the specified address, during normal business hours. Policy holder may also obtain copy of IRDA circular number 1385_GI-2002_ENG dated 26-04-2002, notification on Insurance Regulatory and Development Authority (Protection of policy holders' interests) Regulations, 2002 from any of our offices.

LIST OF INSURANCE OMBUDSMEN

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD	Shri P. Ramamoorthy	Insurance Ombudsman Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 . Tel: 079-27546840, Fax: 079-27546142 E-mail: ins.omb@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL		Insurance Ombudsman Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd floor, 6, Malviya Nagar, Opp. Airtel, Near New Market. BHOPAL (M.P.) - 462 023 . Tel: 0755-2569201, Fax: 0755-2709203. E-mail: bimalopalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri B. P. Parja	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR - 751 009 . Tel: 0674-2596455 Fax: 0674-2596429 Email: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri Manik Sonawane	Insurance Ombudsman Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103 2nd floor, Batra Building Sector 17-D, CHANDIGARH - 160 017 . Tel.: 0172-2706468, Fax: 0172-2708274, E-mail: ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh
CHENNAI		Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018 . Tel.: 044-24333666 / 5284. Fax: 044-24333664. E-mail: chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondichery)
NEW DELHI	Shri Surendra Pal Singh	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI - 110 002 . Tel.: 011-23239633 Fax: 011-23230858 Email: iode@raj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri D. C. Choudhury	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI - 781 001 (Assam) . Tel.: 0361-2131307 Fax: 0361-2732937. E-mail: omb_ghy@sify.com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD		Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, Main Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004 . Tel.: 040-65504123, Fax: 040-23376599. E-mail: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondichery
KOCHI	Shri R. Jyothindranathan	Insurance Ombudsman Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 . Tel: 0484-2358759 Fax: 0484-2359336 Email: ikochi@asianetindia.com	Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondichery
KOLKATA	Ms. Manika Datta	Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindustan Bldg, Annexe, 4, C.R. Avenue, Kolkata - 700 072 . Tel: 033 22124346 / (40) Fax: 033 22124341 Email: lombbspa@bsnl.in	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim
LUCKNOW	Shri G. B. Parde	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Bhawan, Phase 2, 6th floor, Nawal Kishore Rd., Hazratganj, LUCKNOW - 226 001 . Tel.: 0522-2231331, Fax: 0522-2231310. E-mail: insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI		Insurance Ombudsman Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI - 400 054 . Tel: 022-26106928 Fax: 022-26106052 Email: ombudsmanmumbai@gmail.com	Maharashtra, Goa

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UIN: IRDA/NL-HLT/BAXAGI/P-H/V.I/90/13-14

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