

GRAMIN SURAKSHA BIMA POLICY - RETAIL

1. INSURANCE:

1.1 WHEREAS THE **INSURED PERSON** designated in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein, applied to HDFC Chubb General Insurance Company Limited (hereinafter called the Company) for the insurance hereinafter set forth and has paid premium as consideration for such insurance.

1.2 If the **INSURED PERSON** shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means then the Company shall pay to the **INSURED PERSON** the sum 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 an **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 sight of both eyes or both hands or both feet or of the actual loss of one eye and such loss of one of the 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 such loss of one entire foot of an **INSURED PERSON**, the Capital Sum Insured stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of the occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye, or of the actual loss of one entire hand or one entire foot of an **INSURED PERSON**, Fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.
- 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, the Capital Sum Insured stated in the Schedule.
- e) **DEPENDENT CHILD EDUCATION BENEFIT:** In the event of death or permanent total disablement of the **INSURED PERSON** due to an accident as defined in the policy, the Company shall, upon receipt of additional premium, pay as an Education Grant to the dependent children below twenty-one (21) years of age who are undertaking studies:

1. If one dependent child: a sum of Rs.5,000/-
2. If two dependent children: a sum of Rs.10,000/-

The maximum compensation payable under the Dependent Child Education Benefit shall not exceed Rs.10000/- in respect of an **INSURED PERSON**.

- f) **DEPENDENT GIRL CHILD WEDDING BENEFIT:** In the event of death or permanent total disablement of the **INSURED PERSON** due to an accident as defined in the policy, upon receipt of additional premium, the Company shall pay for the Wedding of a dependent girl child below twenty-one (21) years an amount of Rs. 5,000/-.

The maximum compensation payable under the Dependent Girl Child Wedding Benefit shall not exceed Rs.5000/- in respect an **INSURED PERSON**.

Where the dependent girl child is less than 18 years of age, the compensation shall be in the form of a Bank Deposit in favour of the minor / legal guardian which shall mature on the date of her attaining the age of 18 years.

2. DEFINITIONS:

- 1) **Accident or Accidental** means a sudden, unforeseen and unexpected event happening by chance.
- 2) **Bodily Injury** means physical, external, **Accidental** bodily injury occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the **Period of Insurance**.
- 3) **Capital Sum Insured** means the amount stated in the Policy Schedule as such or limited to the specific insurance details in any Section of this Policy. The **Capital Sum Insured** shall be subject at all times to the terms and conditions of the Policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.
- 4) **Company** means HDFC Chubb General Insurance Company Limited.
- 5) **Dependent Child** means an unmarried dependent child ordinarily residing with the **INSURED PERSON** between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of death, injury or disablement giving rise to a claim under the Policy, including legally adopted and step-children, of an **INSURED PERSON**.
- 6) **Insured Person** means anyone over the age of eighteen (18) years and aged sixty (60) years or younger, except when the **Company**, at its sole discretion, accepts anyone over 60 years of age for whom premium has been paid and who is identified in the Policy Schedule as an **Insured Person** provided further that **Insured Person** shall reside in such areas and work or engage in such



professions as are respectively defined as 'rural' and 'social' under IRDA (Obligations of Insurers to Rural or Social Sectors) and / or other applicable regulation, any amendment thereto or re-enactment thereof.

- 7) **Period of Insurance** means the **Operative Time** stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 8) **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
- continues for a period of twelve (12) consecutive months, and
 - is confirmed as total, continuous and permanent by a **Physician** after the twelve (12) consecutive months, and
- entirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 9) **Physician** means a person entirely unrelated to the **Insured Person** who is currently legally licensed and registered to practise medicine in the jurisdiction of loss.

3. EXCLUSIONS:

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing):

- Compensation to the **INSURED PERSON** under more than one of the sub-causes (a), (b), (c), or (d) of clause 1.2 in respect of same injury or disablement.
- Payment of compensation in respect of injury or disablement of the **INSURED PERSON** directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
- Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** (i) from intentional self-injury, suicide, or attempted suicide (ii) whilst under the influence of intoxicating liquor or drug (iii) directly or indirectly caused by Venereal Disease(s), AIDS, or insanity (iv) arising or resulting from committing any breach of the law with criminal intent (v) Whilst engaging in aviation or ballooning or whilst mounting into, dismounting from any balloon or travelling in aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world or engaging in hazardous sports of any kind whatsoever.
- Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** attributable directly or indirectly to:

(i) War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(ii) Ionising radiation or contamination by radioactivity from any source whatsoever.

(iii) Nuclear weapons material.

- The policy shall not cover death or disablement directly or indirectly caused by, contributed to, or aggravated by, or prolonged by child birth or from pregnancy or as a consequence thereof.

Provided also that due observance and fulfilment of terms and conditions of this policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the **INSURED PERSON** shall be a condition precedent to any liability of the Company under this policy.

4. CONDITIONS APPLICABLE TO SECTION 1:

- The policy, the schedule, the proposal form, riders, endorsements and any memorandum shall constitute the complete contract of insurance. No change or alteration in this policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the policy.



- b. Upon the happening of any event which may give rise to a claim under this policy the **INSURED PERSON** shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the **INSURED PERSON** should within one Calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
- c. Every notice, communication or intimation required or contemplated under this policy to be given by the **INSURED PERSON** or anyone on behalf of the **INSURED PERSON** in respect of any claim or matter arising under or out of this policy shall be in writing and addressed to the Company's office through which this insurance is effected or the Company's corporate office currently located at 5th Floor, Express Towers, Nariman Point, Mumbai 400 021, unless otherwise directed by the Company in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, the **INSURED PERSON** and other details as may be necessary.
- d. **THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE INSURED PERSON OR A BENEFICIARY UNDER THIS POLICY IF HE IS DIFFERENT FROM THE INSURED PERSON. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO FRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.**

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

- e. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the **INSURED PERSON** on the occasion of the alleged injury or disablement whenever and as often as the same may reasonably be required on behalf of the Company and in the event of death to conduct a post mortem examination of the **INSURED PERSON** and such evidence as the Company may from time to time require shall be furnished within the period of 14 days after demand in writing. Provided that in the case of a claim by death or permanent total disablement, all sums will be payable only on the delivery of this policy appropriately cancelled and discharged.
- f. No sum payable under this policy shall carry any interest or penalty.
- g. The Company may, at any time, cancel this policy by sending the **INSURED PERSON** thirty (30) days notice by registered letter at the **INSURED PERSON'S** last known address and in such event the Company shall refund to the **INSURED PERSON** a pro-rata premium for the unexpired Period of Insurance. The Company shall, however, remain liable for any claim, which arose prior to the date of cancellation. The **INSURED PERSON** may at any time cancel the policy and in such event the Company shall allow refund of premium at Company's short period rate only provided no claim has occurred up to the date of cancellation.

PERIOD ON RISK	RATE OF PREMIUM TO BE CHARGED
Upto One Month	1/4 of the annual rate
Upto Three Months	1/2 of the annual rate
Upto Six Months	3/4 of the annual rate
Exceeding Six Months	Full annual rate

- h. The Company shall not be liable to make any payment under this policy in respect of any claim, if such claim be in any manner fraudulent or supported by any fraudulent statement or devise whether by the **INSURED PERSON** or by any person on behalf of the **INSURED PERSON**.
- i. If any 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and **INSURED PERSON** within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1996, as amended from time to time and for the time being in force.

In case either the Company or **INSURED PERSON** refuses or fails to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator.



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 or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company which is currently situated at 5th Floor, Express Towers, Nariman Point, Mumbai – 400 021.

- j. This Policy shall be governed by the laws of India and Indian courts alone shall have jurisdiction in any dispute arising hereunder.
- k. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the **INSURED PERSON** for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject of a suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- l. Upon settlement of the claim made by the **INSURED PERSON**, the Company shall be entitled to any amount paid by or recoverable from anyone on any ground whatsoever and shall be received or recovered by the Company. The **INSURED PERSON** and all persons claiming on behalf of the **INSURED PERSON** shall give to the Company all necessary information and assistance to enable the Company to secure and recover such amount including subrogation. The Company shall, if necessary, be entitled to sue at its own expense in the name of the **INSURED PERSON** or persons claiming on behalf of the **INSURED PERSON** for recovery of such amounts from such persons as may be liable. In the event of any such payment being received by the **INSURED PERSON** directly or by persons on behalf of the **INSURED PERSON**, it shall be made over by him to the Company forthwith.
- m. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.
- n. Where proposal forms are not received, information obtained from the **INSURED PERSON** whether orally or otherwise is captured in the policy document. The **INSURED PERSON** shall point out to the Company, discrepancies, if any, in the information contained in the policy document, within 15 days from policy issue date after which information contained in the policy shall be deemed to have been accepted as correct.
- o. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss or damage suffered by the Insured as a direct consequence of the insured peril or Rs. 20 lakhs (Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the insured.

STATUTORY NOTICE: "INSURANCE IS THE SUBJECT MATTER OF THE SOLICITATION"

