



Bharti AXA General Insurance Company Limited

Smart Individual Personal Accident Policy

PREAMBLE

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

Operative Clause:

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

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.

"Company, We, Us, Our" means Bharti AXA General Insurance Company Limited.

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

"Cumulative Bonus" means any increase or addition in the Sum Insured granted by the insurer without an associated increase in premium.

“Deductible” means a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

“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 of Information Norm” means the policy shall be void and all premium paid thereon 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.

“Grace Period” means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

“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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

- i) has qualified nursing staff under its employment round the clock;
- ii) 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;
- iii) has qualified medical practitioner(s) in charge round the clock;
- iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;
- v) maintains daily records of patients and makes these accessible to the insurance company’s authorized personnel;

“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.

“Injury” means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

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

“Insured” means the individual who has a permanent place of residence in India and on whose name the Policy is issued.

“Insured Person, You, Your/ Yourself” means the person named in the Schedule to the Policy, who has a permanent place of residence in India and for whom the insurance is proposed and appropriate premium paid.

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

“Medical Expenses” means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of 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.

“Medical Practitioner” means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council of Indian Medicine or for Homeopathy set up by Government of India or a State Government and is hereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license. The registered practitioner should not be the insured or close member of the family.

“Notification of Claim” means the process of intimating a claim to the insurer through any of the recognised modes of communication.

“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. **"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 Table of Benefits.

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

"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" 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.

"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.

"Subrogation" means 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.

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

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

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 or her nominee or legal representative, as the case may be, the sum or sums hereinafter set forth, that is to say -

- a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of accidental death of the Insured/Insured Person, the Capital Sum Insured stated in the Schedule hereto;
- b) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the amount stated in the Schedule hereto;
 - ii) use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the amount stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of Capital Sum Insured the amount stated in the Schedule hereto;
 - ii) use of a hand or a foot without physical separation, fifty percent (50%) the amount stated in the Schedule hereto.

NOTE: For the purpose of Clauses (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/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.

Table of Benefits	Percentage of Capital Sum Insured
1. Accidental 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.	Up to 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.	Up to 150%
iii) Total Paralysis	Up to 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%
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever.	Up to 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

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

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

2. Other benefits

- a) **Transportation of Mortal Remains:** In the event of accidental 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 Accidental Death section of the Basic Cover as mentioned hereinabove, the Company in addition to the amount payable under Accidental Death section of the Basic Cover shall also pay a lump sum allowance of 1% of Capital Sum Insured stated in the Schedule for the Basic Cover towards transportation of Insured/Insured Person's dead body to the place of residence.
- b) **Funeral Expenses:** This benefit provides for payment of a fixed allowance as specified in the Schedule to this Policy towards expenses, incurred for funeral in the case of Accidental death of the Insured / Insured Person due to bodily injury resulting solely and directly from accident caused by external, violent and visible means, provided the claim for which is admissible under the Policy.
- c) **Education Grant:** In the event of Accidental death or permanent total disablement of the Insured, due to accident, the Company shall pay as education grant for the dependent children as below -
- if the Insured has one dependent child upto the age of 23 years and pursuing studies, an amount of Rs.10,000/-;
 - if the Insured has more than one dependent child upto the age of 23 years and pursuing studies, an amount of Rs. 20,000/-.

Payment of education grant as above will be made along with the Capital Sum Insured to the same person/s who is/are entitled to receive the Capital Sum Insured.

- d) **Legal Expenses:** This benefit provides for payment of legal costs and expenses as specified in the schedule incurred with the consent of the Company by the Insured / Insured Person or the legal representative of the Insured / Insured Person, as the case may be, towards claims for compensation for Accidental death or disablement arising due to an accidental bodily injury during the Policy period.

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

3. Value Added Benefits

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

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

Maximum Liability under the Policy

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

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 other than payments under Value added Benefits.
3. Any other payment after a claim under one of the foregoing Clauses (a), (b), or (d) of Basic Cover of the Policy has been admitted and become payable save for payments under free benefits and Additional benefits.
4. Any payment in case of more than one claim under the policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under the Basic Cover of this Policy. This would not apply to payments made under Other Benefits and Value added Benefits.
5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
6. Any pre-existing disability / accidental injury.
7. Accidental death or permanent disablement 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.
8. Accidental death or permanent disablement caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
 - (i) Any claim in respect of accidental death or permanent disablement of the Insured/Insured Person from intentional self-injury, suicide or attempted suicide

- (ii) whilst under the influence of liquor or drugs or other intoxicants
 - (iii) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - (iv) directly or indirectly, caused by venereal disease, AIDS or insanity
 - (v) arising or resulting from the Insured committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion
 - (vi) whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports.
9. Any consequential loss or damage cost or expense of whatsoever nature.
10. Accidental 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 detainments of all Kings, Princes and people of whatsoever nation, condition or quality.
11. Accidental Death or permanent disablement due to accidental injury arising out of or 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/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/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/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.

CUMULATIVE BONUS

Compensation payable under the Basic Cover of the Policy viz. Accidental 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 neither alter the annual character of the insurance nor the right of the Company to decline to renew or to cancel this Policy as hereinafter provided.

The earned cumulative bonus will not be lost if the Policy is renewed within the Grace Period.

CONDITIONS

1. Duty of Disclosure:

In accordance with the Disclosure of information norm, 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. 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.

5. Records to be maintained:

The Insured/ Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured /Insured Person shall within one month after the expiry of the Policy furnish such information as the Company may require.

6. Fraudulent Claims:

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

7. 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.

8. Notice of Charge

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

9. Special Provisions:

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

10. 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.

11. Electronic Transaction:

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

12. 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:

- a) give written notice with full particulars to the Company immediately. In case of accidental death, written notice of the accidental death must, unless reasonable cause is shown, be so given before internment / cremation, and in any case, within one calendar month after the accidental 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 accidental death, to make a post-mortem examination of the body of the Insured / Insured Person. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.
- d) in the event of a claim in respect of loss of sight the Insured / Insured Person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable
- e) any Medical officer or other representative of the Company shall be allowed to examine the Insured / Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company

- f) allow the Medical Practitioner or any other representative of the Company to inspect the medical and hospitalisation records and to examine the Insured/Insured Person, such investigation will be done at the Company's cost.
- 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 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.

13. Claims Procedure

A. Claim Submission: The Insured/Insured Person or his/her legal representative as the case may be, is requested to get in touch with us as below:

- **Website :** www.bharti-axagi.co.in
- **Email :** customer.service@bharti-axagi.co.in
- **Toll Free No.** 1800-103-2292
- **Courier :** Any of the Company's Branch office or corporate office

In respect of Senior Citizens, any concerns may be directly addressed to the Senior Citizen's channel of the Company or TPA for faster attention or speedy disposal of grievance, if any.

- **Website :** www.bharti-axagi.co.in
- **Email :** customer.service@bharti-axagi.co.in
- **Phone :** 1800-103-2292
- **Courier :** Any of the Company's Branch office or corporate office

B. Claim Documentation: The Insured / Insured Person or his/her legal representatives as the case may be, shall be 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

e) Duly filled Claim Form

In case of Personal Accident Disablement 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 disablement
- c) Hospital Medical Records
- d) Any other document as may be required by the Company
- e) Duly filled Claim form

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 the offer of settlement, failing which penal interest (in compliance with the 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.

14. 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.

15. Position after a claim

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

Policy Wording-Smart Individual Personal Accident Policy
UIN : IRDA/NL-HLT/BAXAGI/P-P/V.1/96/13-14

Bharti AXA General Insurance Co. Ltd., First Floor, The Ferns Icon, Survey No. 28 Next to Akme Ballet, Doddanekundi,
Off Outer Ring Road, Bangalore – 560037

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

16. 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 where the payments are made on the benefits basis.

17. 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.

18. 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 has 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/insured person has not made any claims under the Policy. Free look provision is not applicable to policy with tenure less than a year and at the time of renewal of the Policy

19. Grace Period:

All applications for renewal of the policy must be received by us before the end of the policy. A Grace Period of 30 days for renewing the Policy is provided under this Policy.

However, there is no coverage for injury sustained or disease contacted during this period.

20. Cancellation/Termination:

The Company may cancel this Policy, by giving 15 days notice in writing by Registered Post Acknowledgment Due to the Insured at his / their last known address. The company shall exercise its right to cancel only in case of non-cooperation of the Insured / Insured Person in implementing the terms and conditions of this Policy, mis-representation, fraud, non disclosure of material facts in which case the policy shall stand cancelled ab-initio and there will be no refund of premium.

The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales. Provided however that refund on cancellation of Policy by the Insured shall be made only if no claim has occurred up to the date of cancellation of this Policy.

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.

21. Currency of payment:

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

22. Policy Disputes:

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

23. 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.

24. Time limit for making a claim

The Company agrees and undertakes to pay claim subject to the 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.

25. Renewal Notice:

The Company shall not be bound to accept any renewal premium or to give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration hereinbefore mentioned and that nothing is known to the Insured / Insured Person that may result to enhance the risk of the Company. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorized official of the Company

Renewal Conditions

A grace period of 30 days from the premium due date is allowed where the Policy holder can still pay the premium and continue the policy. Coverage would not be available for the period for which no premium has been received. Post 30 days from premium due date, if the premium is not paid, the policy will lapse i.e. be terminated.

The Company will not apply any additional loading on the policy premium at renewal based on claim experience.

Any revision / modification in the product will be done with the approval of the IRDAI and will be intimated to the Insured/ Insured person at least 3 months in advance. The renewal premium for this policy will not change unless we have revised the premium and obtained due approval from IRDAI. The premium will only change if there is a change in the plan or change in the Sum Insured.

26. Minimum and Maximum Entry Age:

While the minimum entry age under the policy is 18 years, the Policy is ordinarily renewable up to 75 years. Maximum entry age shall be 70 years.

The Minimum entry age for Dependent Child shall be 5 years and can be covered maximum up to 23 Years.

27. Notices:

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

- (a) In case of the Insured / Insured Person, at the address given in the Schedule to the Policy.
- (b) 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.

28. 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.

29. Grievances:

The Company is committed to extend the best possible services to its customers. However, If Insured/ Insured Person have a grievance that he/she wish us to redress, he/she may contact the Company with the details of their grievance via:

- Website : www.bharti-axagi.co.in
- Email : customer.service@bharti-axagi.co.in
- Toll Free No.: 1800-103-2292



- Courier : Any of the Company's Branch office or corporate office

In respect of Senior Citizens, the Company has established a separate channel to address the grievances. Any concerns may be directly addressed to the Senior Citizen's channel of the Company or TPA for faster attention or speedy disposal of grievance, if any.

- **Website :** www.bharti-axagi.co.in
- **Email :** customer.service@bharti-axagi.co.in
- **Phone :** 1800-103-2292
- **Courier :** Any of the Company's Branch office or corporate office

Insured/ Insured Person may also approach the grievance cell at any of the Company's branches with the details of the grievance during working hours from Monday to Friday.

Escalation Level 1

For lack of a response or if the resolution still does not meet the expectations through one of the above methods, Insured/ Insured Person may contact the Company's Head of Customer Service at.

Bharti AXA General Insurance Co. Ltd.,

First Floor, The Ferns Icon,

Survey No. 28 Next to Akme Ballet, Doddanekundi,

Off Outer Ring Road, Bangalore – 560037

Email Id- complaints@bharti-axagi.co.in

Phone- 080-49123900

Escalation Level 2

In case the Insured/Insured Person has not got his/her grievances redressed by the Company within 14 days, or, If Insured/Insured Person is not satisfied with Company's redressal of the grievance through one

of the above methods, they may approach the nearest Insurance Ombudsman for resolution of their grievance. The contact details of Ombudsman offices are mentioned below

Office of the Ombudsman	Areas of Jurisdiction	Name of the Ombudsman and Office Address
AHMEDABAD	State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@gbic.co.in
BENGALURU	Karnataka.	Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@gbic.co.in
BHOPAL	Madhya Pradesh & Chhattisgarh	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in
BHUBANESHWAR	Orissa	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
CHANDIGARH	States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in
CHENNAI	State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in
NEW DELHI	Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in
GUWAHATI	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in

HYDERABAD	States of Andhra Pradesh, Telangana and Yanam - part of Territory of Pondicherry.	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
JAIPUR	Rajasthan.	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@gbic.co.in
ERNAKULAM	Kerala, Lakshadweep, Mahe- a part of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
KOLKATA	West Bengal, Sikkim, Andaman & Nicobar Islands.	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
LUCKNOW	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.	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in
MUMBAI	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in

PUNE	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@gbic.co.in
PATNA	States of Bihar and Jharkhand.	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@gbic.co.in
NOIDA	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@gbic.co.in

OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL

The Secretary

Secretary General 3rd Floor, Jeevan Seva Annexe,

3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W),

S.V. Road, Santacruz (W), Mumbai - 400 054.

Tel: 022-26106889/671/980

Fax: 022-26106949

Email: inscoun@gmail.com



Web: www.gbic.co.in

IRDAI Regulation No 5: This Policy is subject to regulation 5 of IRDAI (Protection of Policyholder's Interests) Regulation.