

Bajaj Allianz General Insurance Co. Ltd

Regd. & Head Office: GE Plaza, Airport Road, Yerawada, Pune – 411006

GROUP PERSONAL ACCIDENT POLICY

Our agreement to insure your employees/members herein after termed as “*Insured Person(s)*” named in the schedule hereto is based on your Proposal to us, which is the basis of this agreement, and your payment of premium. This Policy records the entire agreement between us and sets out what we insure, how we insure it, and what we expect from you.

A. What we will pay for

Our liability to make payment for one or more of the events described at 1) to 4) below is limited to the Total Sum Assured of the *Insured Person(s)* for whom the claim has been preferred, except as we have agreed at 2)

You agree that we shall deduct from any amount we have to pay under 1) to 4) any amount we have already paid under any of 1) to 4), so that our total payments do not exceed the Total Sum Assured of the *Insured Person(s)* for whom the claim has been preferred. However, if we become liable to make payment under 1) or 2), then this insurance will cease as far as the *Insured Person(s)* for whom the claim has been preferred.

1. Death (Available if the schedule shows you opted for it)

We will pay the Insured (employer) /assignee 100% of the sum assured shown under the schedule headings Basic, Wider and Comprehensive if during the Policy Period the *Insured Person (s)* meets with Accidental Bodily Injury that causes death within 12 months.

2. Permanent Total Disability (Available if the schedule shows you opted for it)

We will pay the Insured (employer) /Insured Person 125% of the sum assured shown under the Schedule headings Wider and Comprehensive if the *Insured Person(s)* meets with Accidental Bodily Injury during the Policy Period that causes Permanent Total Disability within 12 months.

3. Permanent Partial Disability (Available if the schedule shows you opted for it)

If the *Insured Person(s)* meets with Accidental Bodily Injury during the Policy Period that causes Permanent Partial Disability within 12 months, we will pay the percentage shown in the table below applied to the sum assured shown under the Schedule headings Wider and Comprehensive of the *Insured Person(s)*.

Permanent Partial Disability Table			
An arm at the shoulder joint	70%	A leg up to mid-calf	45%
An arm above the elbow joint	65%	A foot at the ankle	40%
An arm beneath the elbow joint	60%	A large toe	5%
A hand at the wrist	55%	Any other toe	2%
A thumb	20%	An eye	50%
An index finger	10%	Hearing of one ear	30%
Any other finger	5%	Hearing of both ears	75%
A leg above mid-thigh	70%	Sense of smell	10%
A leg up to mid-thigh	60%	Sense of taste	5%
A leg up to beneath the knee	50%		

a. If the Permanent Partial Disability is not listed in the table, then we will pay a proportion of the sum assured shown under the schedule headings Wider and Comprehensive. You agree that the amount payable by us will be decided by our medical advisors according to the degree to which the normal functional physical capacity of the *Insured Person(s)* has been impaired permanently

b. If the *Insured Person(s)* was already suffering from Permanent Partial Disability before the date the *Insured Person(s)* met with Accidental Bodily Injury, then the amount we pay will be reduced by that extent. You agree that the reduction will be decided by our medical advisors according to the degree of Permanent Partial Disability from which the *Insured Person(s)* was already suffering.

4. Temporary Total Disability (Available if the schedule shows you opted for it)

If the *Insured Person(s)* suffers Accidental Bodily Injury during the Policy Period which completely prevents the *Insured Person(s)* from engaging in his/her occupation, then we will make a weekly payment of the lower of 1% of the sum assured shown under the schedule heading Comprehensive (of the *Insured Person(s)*) and Rs 5,000/-

- a. We will make the first payment when you satisfy us that Accidental Bodily Injury has completely prevented the *Insured Person(s)* from engaging in his/her occupation.
- b. We will stop making payments when we are satisfied that the *Insured Person(s)* can engage in his/her occupation again, or when we have made payments for a maximum period of 100 weeks from the date the *Insured Person(s)* met with the Accidental Bodily Injury, whichever is earlier.

5. Additional Insurance

a. *Transportation* (Available if the schedule shows you opted for it)

If we have accepted a claim under 1) for death of the *Insured Person(s)*, then we will pay towards the actual cost of transportation of the remains of the *Insured Person(s)* from the place of death to a hospital, cremation ground or burial ground. The amount we will pay will be limited to the lower of Rs 5000/- and 2% of the sum assured shown under the schedule headings Basic, Wider and Comprehensive for the *Insured Person(s)*.

b. *Children's Education Benefit* (Available if the schedule shows you opted for it)

If we have accepted a claim under either 1) or 2), then we will make a one time payment of Rs 5000/- each towards the cost of education of upto 2 of the dependent children of the *Insured Person(s)* who were under the age of 19 at the date the *Insured Person(s)* met with Accidental Bodily Injury.

c. *Hospital Confinement Allowance* (Available if the schedule shows you opted for it)

If we accepted a claim under 1) to 4), then we will pay Rs1000/- for each complete calendar day that the *Insured Person(s)* had to be hospitalised for medical reasons because of the Accidental Bodily Injury he/she met with. However the amount we pay will be limited to Rs 30,000/- during the policy period even if there is more than one claim for the *Insured Person(s)*

d. *Medical Expenses Reimbursement* (Available if the schedule shows you opted for it)

If we have accepted a claim under 1) to 4), then we will reimburse the costs of necessary medical treatment the *Insured Person(s)* had to obtain from a Doctor because of the Accidental Bodily Injury the *Insured Person(s)* met with. However our payment will be limited to 40% of the value of the claim We accepted under 1) to 4) or ` 5,00,000/-, whichever is lower.

B. What we will not pay for

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

1. Accidental Bodily Injury that the *Insured Person(s)* meet with:

- a. Through suicide, attempted suicide or self inflicted injury or illness.
- b. While under the influence of liquor or drugs
- c. Arising or resulting from the insured person (s) committing any breach of law with criminal intent
- d. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any duly licenses standard type of aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
- e. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trail runs.
- f. As a result of any curative treatments or interventions that the *Insured Person(s)* carry out or have carried out on his/her body.
- g. Arising out of the participation of the *Insured Person(s)* in any naval, military or air force operations whether in the form of military excercises or war games or actual engagement with the enemy, whether foreign or domestic.

2. The *Insured Person(s)* 'consequential losses of any kind or their actual or alleged legal liability.

3. Venereal or Sexually transmitted diseases

4. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.

5. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these.

6. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.

7. Nuclear energy, radiation.

If we cannot agree whether any of these exclusions apply to your claim, you agree to accept the burden of proving that they do not apply.

C. Conditions

1. Conditions Precedent

Where this Policy requires Insured / *Insured Person(s)* to do or not to do something, then the complete satisfaction of that requirement by you /insured employee /member or someone claiming on your behalf is a precedent to any obligation we have under this Policy. If Insured/*Insured Person(s)* or someone claiming on behalf fails to completely satisfy that requirement, then we may refuse to consider the claim.

2. Making a Claim

If any *Insured Person(s)* meet with any Accidental Bodily Injury that may result in a claim, then as a condition precedent to our liability:

- a. Insured / *Insured Person(s)* or someone claiming on behalf must inform us in writing immediately, and in any event within 14 days.
- b. The *Insured Person(s)* must immediately consult a Doctor and follow the advice and treatment that he recommends.
- c. The *Insured Person(s)* must take reasonable steps to lessen the consequence of Bodily injury.
- d. The *Insured Person(s)* must have himself/herself examined by our medical advisors if we ask for this, and as often as we consider this to be necessary.
- e. Insured /*Insured Person(s)* or some one claiming on behalf must promptly give us documentation and other information we ask for to investigate the claim or our obligation to make payment for it.
- f. If the *Insured Person(s)* dies, you or someone claiming on behalf must inform us in writing immediately and send us a copy of the post –mortem report within 14 days.

3. Paying a claim

- a. You agree that we need only make payment when Insured/ *Insured Person(s)* or someone claiming on behalf has provided a claim to our satisfaction.
- b. We will make payment to Insured/ (employer) or to the assignee. If the insured is not the employer and there is no assignee and *Insured Person(s)* is incapacitated or deceased we will pay to the legal heir, executor or validly appointed legal representative and any payment we make in this way will be a complete and final discharge of our liability to make payment.

4. Change of Occupation

- a. If the *Insured Person(s)* has change of occupation we must be informed in writing within 30 days of the change
- b. If the *Insured Person(s)* meets with Accidental Bodily Injury before we are informed about the change of occupation and the new occupation would have attracted a higher premium, then the payment we will make will be limited to the amount of insurance that premium which has been actually paid would have brought for your new occupation

D. Cancellation and Addition and Deletion of Insureds

- 1. We can cancel this Policy by sending you 7days written notice, and if we exercise this right then the premium will be refunded pro-rata. You can cancel this policy by giving us 7 days notice, and if you exercise this right then the premium will be refunded according to our short rate scales as mentioned below. Except that no refund of premium will be due for any *Insured Person(s)* for whom a claim has been preferred. For the avoidance of doubt, the Company shall remain liable for any Claim, which was made prior to the date upon which this insurance is cancelled.

Policy period not exceeding	% of annual rate
1 month	25
3 months	50
6 months	75
12 months	100

- 2. No person other than those persons named as the *Insured Person(s)* or those categories of the Insured specified in the Schedule shall be covered under this Policy unless and until his/her name or the category has been notified in writing to the Company, any additional premium due has been paid and the Company's agreement to extend cover has been indicated by it issuing an endorsement confirming the addition of such person or category of persons as an Insured.
- 3. Cover under this Policy shall be withdrawn from any *Insured Person(s)* named or any category of persons Insured immediately upon the Named Insured delivering written notice of the same to the Company.

4. Adjustment of Premium in case of Un-named Policies (Category of Persons Insured)
You acknowledge that the premium payable hereon has been determined by reference your estimate of the number of persons within a category of *Insured Person(s)* as stated in the Schedule. You agree that during the Policy Period you shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by the Company at any reasonable time.
5. Within one month from the expiry of this Policy, the Insured shall provide the Company with a written record of the actual amount of actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof that the Company may request. If the actual number of persons within such category ascertained after the expiry of this Policy

E. Communications

Any communication meant for us must be in writing and be delivered to our address shown in the schedule. Any communication meant for you will be sent by us to Your address shown in the schedule.

F. Policy Changes

No change can be made to this Policy unless we have approved it, and confirmed our approval by endorsing the schedule. No one is authorised to make or confirm any change on our behalf.

G. Territorial Limits

We cover Accidental Bodily Injury sustained during the Policy Period anywhere in the world (subject to the travel and other restrictions that the Indian Government may impose), but we will make only payment within India and in Indian Rupees.

H. Fraud

If Insured/Insured Person(s) make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost.

I. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of the arbitrators comprising of two arbitrators, one appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India

1. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.
2. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained
3. If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

J. Applicable Law

Indian law governs this Policy and the relationship between us. The section headings we have used are for ease of reference rather than for any interpretative purpose.

K. Words, Phrases with Special Meanings

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

You, Insured – The insured organisation whose *employees/members* are covered.

Insured Person(s) – The employee/ member who is/are covered as per the schedule of this policy.

We Our, Us – The Bajaz Allianz General Insurance Company Limited.

Schedule – The Schedule and any Annexure or Endorsement to it which sets out your details, the details of the *Insured Person(s)* covered under the policy, the type of insurance cover in force and the sum assured.

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

Occupation – Occupation of the *Insured Person(s)* declared during the proposal.

Policy Period – The period between and including the start and end dates shown in the schedule.

Accident, Accidental – A sudden, unintended and fortuitous external and visible event.

Bodily Injury – Physical bodily harm or injury, but not any mental sickness, disease or illness

Doctor – A qualified medical practitioner holding a valid and subsisting license granted by the appropriate licensing authority, and acting within the scope of his license

“Permanent Total Disability” - Doctor certified total, continuous and permanent:

- *loss of sight of both eyes,*
- *physical separation of or loss of ability to use both hands or both feet,*
- *physical separation of or loss of ability to use one hand and one foot;*
- *loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.*

*“Permanent Partial Disability” - Doctor certified total, continuous and **permanent** loss or impairment of a body part or sensory organ specified in the PPD Table.*

Policy – This Policy Document, the Schedule and Proposal

Total Sum Assured - The amount stated in the Schedule, which is the maximum amount per *Insured Person(s)* or person within a category of *Insured Person(s)* for which We will pay for claims made by Insured/ *Insured Person(s)* irrespective of the number of claims you make or the number of years the policy has been in force.

Assignee – *The person named in the proposal or schedule to whom the benefits under the policy is assigned by the insured person*