

Bajaj Allianz General Insurance Company Limited G.E. Plaza, Airport Road, Yerewada, Pune- 411006. Reg. no 113. CIN: U66010PN2000PLC015329

Pradhan Mantri Suraksha Bima Yojna (PMSBY)

UIN: IRDAI/ HLT/BAGI/GOVT.SCHEME-PMSBY/13/2015-16

Policy Wordings

PREAMBLE

Whereas the Insured named in the schedule/ certificate of Insurance (hereinafter called the "Insured") has made to Bajaj Allianz General Insurance Company Ltd. (hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured and subject always to the Sum Insured and/ or Limit of Indemnity against such loss as is herein provided.

A. DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

- 1. Accident or Accidental means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. **Bodily Injury/ Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- **3. Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- **4. Disclosure to information norm**: The Policy shall be void and all premiums paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 5. 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 such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received.
- 6. Insured means the person named in the Schedule
- 7. Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and means the amount stated in the Schedule against each Cover.
- 8. Medical Practitioner/ Physician/Doctor:

A 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 license.

9. Nominee

Nominee is the person selected by the policyholder to receive the benefit in case of death of the insured thus giving a valid discharge to the insurer on settlement of claim under an insurance policy.

10. 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.

11. Permanent Total Disability

Civil Surgeon certified Total and irrecoverable loss of both eyes or loss of use of both hands or feet or loss of sight of one eye and loss of use of hand or foot

12. Permanent Partial Disability - Civil Surgeon certified Total and irrecoverable loss of sight of one eye or loss of use of one hand or foot



- **13. Policy** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
- 14. Policy Period means the period between the commencement date and the expiry date shown in the Schedule.
- **15. 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.
- 16. Schedule means the Schedule attached to and forming part of this Policy.
- 17. Sum Assured means the amount stated in the table of benefits in the policy schedule as the total sum insured or limited to the specific insurance details in any section of this policy. The 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. The total sum insured is a sublimit of liability. It is a part of, and not in addition to the accumulation limit stated in the schedule, if any. It further reduces, and does not increase, the accumulation limit as stated in the schedule.
- **18.** You, Your, Yourself/ Your Family named in the schedule means the person or persons that We insure as set out in the Schedule
- 19. We, Our, Ours, Us means the Bajaj Allianz General Insurance Company Limited.

B. SCOPE OF COVER

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as but only up to the Sum Insured or Limit of Indemnity as specified below.

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 the sum or sums hereinafter set forth that is to say:

- 1) In the event of Accidental Bodily Injury causing the Insured's Death within 12 months of the Accidental Bodily Injury being sustained, the Company will pay the sum Insured of Rs 2 Lakh (Two lakh). OR
- 2) In the event of Accidental Bodily Injury causing the Insured's Total and irrecoverable loss of both eyes or loss of use of both hands or feet or loss of sight of one eye and loss of use of hand or foot within 12 months of the Accidental Bodily Injury being sustained, the Company will the pay the Sum insured of Rs 2 Lakh (Two lakh). OR
- 3) In the event of Accidental Bodily Injury causing the Insured's Total and irrecoverable loss of sight of one eye, or loss of use of one hand or a foot, the Company will pay the sum Insured of Rs 1 Lakh (One lakh).

Our liability to make payment to you for one or more of the events described at 1) to 3) above is limited to the Total Sum Insured of Rs. 2 Lakhs (Rupees Two Lakhs).

You agree that we shall deduct from the amount payable under 1) or 2), the amount (if any) we have already paid under 3), so that our total payments under the policy does not exceed the Total Sum Insured of Rs. 2 Lakhs (Rupees Two Lakh). However, if we become liable to make payment under 1) or 2), then this insurance will cease as far as you are concerned.

C. EXCLUSIONS

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1. Accidental Bodily Injury that You 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 balloon or 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 trial runs.
 - f) As a result of any curative treatments or interventions that you carry out or have carried out on your body.
 - g) Arising out of your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
- 2. Your consequential losses of any kind or your actual or alleged legal liability.
- Any existing disability.



- 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.

D. CONDITIONS

1. Conditions Precedent

Where this Policy requires you to do or not to do something, then the complete satisfaction of that requirement by you or someone claiming on your behalf is a precondition to any obligation we have under this Policy. If you or someone claiming on your behalf fails to completely satisfy that requirement, then we may refuse to consider your claim.

2. Insured

All saving bank account holders in the age 18 to 70 years in participating banks will be entitled to take this insurance policy. In case of multiple saving bank accounts held by an individual in one or different banks and premium is received by the insurance company inadvertently, insurance cover will be restricted to one account and the premium shall be liable to be forfeited.

3. Communication

Any communication meant for Us must be in writing and be delivered to Our address. Any communication meant for You will be sent by Us to Your address.

4. Claims Process

- a. Immediately after the occurrence of an accident which may give rise to a claim under the policy, the insured or the nominee (in case of death of the insured) shall contact the bank branch where the insured person held the underlying Bank Account from which the premium for the policy was auto debited and submit a duly completed claim form.
- b. The claim form may be obtained from the above bank branch or any other designated source like Bajaj Allianz General Insurance company branches, hospitals, PHCs, BCs, insurance agents etc., including from designated websites.
- c. The Claim form shall be completed by the insured or, as the case may be, by the nominee and submitted to the above bank branch preferably within 30 days of the occurrence of the accident giving rise to the claim under the policy.
- d. The Claim form shall be supported, in case of death of the insured, by the Original FIR/ Panchnama, Post Mortem Report and Death Certificate and in case of permanent disablement, by Original FIR/ Panchnama and a Disability Certificate issued by a Civil Surgeon. A discharge certificate in the enclosed format shall also be submitted by the claimant / nominee

*Note: Waiver of conditions (c.) may be considered in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which the Insured Person was placed, it was not possible for the Insured Person or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit.

List of Claim documents to be submitted in case of claim:

a.) Death

- Duly Completed Claim Form signed by Nominee.
- Copy of address proof (Ration card or electricity bill copy).
- Photo identity proof
- · Death Certificate.



- Original FIR / Panchanama
- Post Mortem Report (only if conducted).
- Claim form with NEFT details & cancelled cheque duly signed by Nominee
- Original Policy copy / Certificate of Insurance
- A discharge certificate in the enclosed format shall also be submitted by the nominee

b) Other Accidental Bodily Injuries

- Duly Completed Claim Form signed by insured/ claimant.
- Original FIR / Panchanama
- Disability Certificate from Civil Surgeon.
- Claim form with NEFT details & cancelled cheque duly signed by Insured/ Nominee
- Original Policy copy/ Certificate of Insurance.
- A discharge certificate in the enclosed format shall also be submitted by the Insured / nominee

Claims will be handled by:

Health Administration Team Bajaj Allianz General Insurance Co. Ltd 2nd Floor, Bajaj Finserv Building Viman Nagar, Pune 411014 Toll Free no: 1800 209 5858

5. Paying a claim

- i. Insured agree that the Company need only make payment when Insured or someone claiming on Insured's behalf has provided the Company with necessary documentation and information.
- ii. The Company will make payment to Insured or Insured's Nominee. If there is no Nominee and Insured is incapacitated or deceased, The Company will pay Insured's heir, executor or validly appointed legal representative and any payment The Company makes in this way will be a complete and final discharge of The Company's liability to make payment.
- iii. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, The Company shall offer within a period of 30 days a settlement of the claim to the Insured. Upon acceptance of an offer of settlement by the Insured, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured. In the cases of delay in the payment, The Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- iv. If The Company for any reasons decides to reject the claim under the policy the reasons regarding the rejection shall be communicated to Insured in writing within 30 days of the receipt of documents. Insured may take recourse to the Grievance Redressal procedure stated in the document.
- **6. Termination of Cover:** The insurance cover for the Insured Person shall terminate on any of the following events and no benefit will be payable there under:
 - i. On attending age 70 years (age nearest birthday)
 - ii. Closure of account with the Bank or insufficiency of balance to keep the insurance in force
 - iii. In case a member is covered through more than one account and premium is received by Us inadvertently, insurance cover will be restricted to one only and the premium shall be liable to be forfeited.
 - iv. If the insurance cover is ceased due to any technical reasons such as insufficient balance on due date or due to any administrative issues, the same can be reinstated on receipt of full annual premium, subject to conditions that may be laid down. During this period, the risk cover will be suspended and reinstatement of risk cover will be at the sole discretion of Insurance Company.

7. 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 only make payment within India and in Indian Rupees only.



8. Fraud

If you 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.

9. Arbitration

- a. Any disputes or differences under or concerning this Policy, including its meaning or the amount to be paid for a claim, are to be referred to arbitration under the Arbitration & 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.
- b. It is a condition precedent to any right of action or suit on this Policy that an arbitral award has first been obtained.
- c. 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.

10. 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.

11. Resolving Issues

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

First Step

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

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd

GE Plaza, Airport Road, Yerawada, Pune 411 006

E-mail: customercare@bajajallianz.co.in

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

Office of the Ombudsman	Contact Details	Areas of Jurisdiction
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840 Fax: 079-27546142 Email 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: 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax: 0674-2596429 Email ioobbsr@dataone.in	Orissa



	Insurance Ombudsman, Office of the Insurance Ombudsman,	. , , l
CHANDIGARH	S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017.	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir ,
	Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet,	Tamil Nadu, UT-Pondicherry Town and Karaikal (which are
	CHENNAI-600 018. Tel.:- 044-24333668 /5284 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	part of UT of Pondicherry)
	Shri Surendra Pal Singh Insurance Ombudsman,	
NEW DELHI	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 iobdelraj@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.:- 0361-2132204/5 Fax: 0361-2732937	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
	Email ombudsmanghy@rediffmail.com	
HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel: 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
косні	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel: 0484-2358759 Fax: 0484-2359336 Email jokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andeman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel: 0522 -2231331 Fax: 0522-2231310 Email 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

Note: Address and contact number of Governing Body of Insurance Council

Secretary General - Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054

Tel No: 022-2610 6889, 26106245, Fax No.: 022-26106949, 2610 6052, E-mail ID: inscoun@vsnl.net