

GROUP PERSONAL ACCIDENT

PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF POLICY: POLICY SCHEDULE

Insured Details

Policy Number:

Issued At:

Name of the Insured:

Mailing Address of the Insured:

Intermediary Details

Agency/Broker Code:

Agency/Broker Name:

Agent's/Broker's Mobile No. :

Agent's/Broker's Email ID:

Policy Details

Period of Insurance:

- From : 00:00 Hours of dd/mm/yyyy
- To: Midnight of dd/mm/yyyy

Total Lives Insured:

Sum Insured:

Details of Person Insured: As per Annexure

Premium Computation

Basic Premium:

Service Tax:

Education Cess on Service Tax:

Higher Education Cess:

**Total Premium:
Coverages**

-
-
-

Exclusions

-
-
-

Other Conditions:

-
-
-

PART II OF POLICY

GENERAL DEFINITIONS

The Company (ICICI Lombard General Insurance Company Limited) use certain words in this policy and Schedule, which have a specific meaning and are shown under the heading of Definitions in the policy. They have this meaning wherever they appear in the policy, including any endorsements, or Schedule. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice versa in both cases.

1) Accident - means a sudden, unforeseen and involuntary event caused by external and visible and violent means.

2) Admission means admission of the insured in a Hospital as an inpatient for the purpose of medical treatment of an Injury and/or Illness.

3) Age - means the completed years of the Insured Person on his/her last birthday as per the English calendar.

4) Break In Policy - occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

5) Claim - means a demand made by You or on Your behalf for payment of Medical Expenses or any other expenses or benefits, as covered under the Policy.

6) Company – means ICICI Lombard General Insurance Company Limited.

7) Co-payment - is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.

8) Condition Precedent - shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

9) Cover Year - means duration of twelve months beginning from the Cover Period Start Date as specified in the Policy Schedule, and for subsequent Cover Years, it will include any successive durations of twelve months, till the Cover Period End Date, as specified in the Policy Schedule.

10) Day - means a period of 24 consecutive hours.

11) Deductible is 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. This is to clarify that a deductible does not reduce the sum insured. Deductible shall be applicable per year, per life or per event as stated in Part I of the Policy and specific deductible to be applied shall be as Part I of the Policy.

12) Child - means dependent child/children including adopted and step child/children of the Insured Person between Ages two (2) years and eighteen (18) years (twenty three (23) years if attending as a full time student in an accredited Institution of Higher Learning) who are unmarried,, and receive the majority of maintenance and support from the Insured Person

13) Family Member - means an Insured Person's legally wedded spouse, children, siblings, siblings-in-law, parents, mother-in-law, father-in-law, legal guardian, ward, step or adopted children, stepparents.

14) Hospital/Nursing home 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 the Clinical Establishments (Registration and Regulations) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act OR comply with all minimum criteria as under:

1. Has at least 10 in-patient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
2. Has qualified nursing staff under its employment round the clock;
3. Has qualified medical practitioner(s) in charge round the clock;
4. Has a fully equipped operation theatre of its own where surgical procedures are carried out
5. Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

15) Hospital Confinement - means confinement for a continuous uninterrupted period of at least 24 hours in a Hospital as a resident/registered bed patient on the written advice and under the regular care and attendance of Medical Practitioner

16) Hospitalization - shall mean admission in a Hospital for a minimum period of 24 consecutive hours except for specified Day Care Procedures/Treatments, where such admission could be for a period of less than 24consecutive hours.

17) Illness - means a sickness or disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

a) Acute condition - is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

b) Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
2. it needs ongoing or long-term control or relief of symptoms
3. it requires your rehabilitation or for you to be specially trained to cope with it
4. it continues indefinitely
5. it comes back or is likely to come back.

18) Injury - means any accidental physical bodily harm occurring during the Policy Period, excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

19) Inpatient Care - means treatment for which the insured person has to stay in a Hospital for more than 24 hours for a covered event.

20) Insured Event – means any event specifically mentioned as covered under this policy.

21) Insured Person(s) - means the individuals (s) covered under the Policy whose name(s) is/are specifically appearing as such in the Policy Schedule and is/are hereinafter referred as "You"/"Your"/"Yours"/ "Yourself"

22) Medical Advice - Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription

23) Medical Expenses - means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

24) Medical Practitioner is a person who holds a valid registration from 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 his license. The term Medical Practitioner would include physician, specialist, anesthetist and surgeon but would exclude the insured and his/her Immediate Family.

"Immediate Family would comprise of spouse, dependent children, brother(s), sister(s) and dependent parent(s) of the insured.

25) Nominee - means the person(s) nominated by You to receive the benefits under this Policy payable on Your death caused by an Accident. For the purpose of avoidance of doubt it is clarified that if You are a minor, Your legal guardian shall appoint the Nominee.

26) Notification of claim - is the process of notifying a claim to the insurer or Third party administrator by specifying the timelines as well as the address / telephone number to which it should be notified.

27) Out-patient is the one in which the Insured who is not hospitalized for more than 24 consecutive hours but who visits a Hospital, clinic, or associated facility for diagnosis or treatment. However any Insured undergoing any specified "Day care surgeries/Treatment" will not be considered as an Out-patient.

28) Period of Insurance means the period as specifically appearing in the Policy Schedule and commencing from the Policy Period Start Date of the first Policy taken by the insured from the company and then, running concurrent to the current Policy subject to the Insured's continuous renewal of such Policy with the company.

29) Physical Separation - means with respect to the hand, severance of limb at or above the wrists, and with respect to the foot, severance of limb at or above the ankle.

30) Policy means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the insured, what is excluded from the cover and the terms & conditions on which the Policy is issued to the insured.

31) Policy Holder means the person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premium(s).

32) Policy Period means the period commencing from the Policy Period Start Date, Time and ending at the Policy Period End Date, Time of the Policy and as specifically appearing in the Policy Schedule.

33) Policy Year means a period of twelve months beginning from the Policy Period Start Date and ending on the last day of such twelve- month period. For the purpose of subsequent years, "Policy Year" shall mean a period of twelve months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve-month period, till the Policy Period End Date, as specified in the Policy Schedule.

34) Policy Schedule - means the Policy Schedule attached to and forming part of the Policy.

35) Professional Sports - means a sport which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood..

36) Proposal and Declaration Form - means any initial or subsequent declaration made by the policyholder and is deemed to be attached and which forms a part of this Policy.

37) Scheduled Airline - means any civilian aircraft operated by a civilian scheduled air carrier, holding a certificate license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and at specified times, on regular or chartered flights operated by such carrier.

38) 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 .

39) 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.

40) Sum Insured - means and denotes the maximum amount of cover available to the Insured Person under each section and extension (s) therein as detailed in Part I of the Policy to this Policy, subject to the terms and conditions of this Policy, which represents the Company's maximum liability for all claims in aggregate payable to such Insured Person by the Company under each of the respective section(s) and extension (s) therein.

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

42) Terrorism/Terrorism Activity - means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim (s) shall not be considered Terrorist Acts. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

43) Third Party Administrator (TPA) means the services rendered by a TPA to an insurer under an agreement in connection with health insurance business but does not include the business of an insurance company or the soliciting either directly or indirectly, of health insurance business or deciding on the admissibility of a claim or its rejection.

44) War - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

45) You / Your / Yours / Yourself - means the person(s) that We insure and is/are specifically named as Insured Person(s) in the Policy Schedule.

46) We/ Our / Ours / Us - means the ICICI Lombard General Insurance Company Limited

1. Scope of Cover

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed hereon, to pay to the Insured Person (or his Nominee/ legal heir, as the case may be) a sum as compensation on occurrence of any Insured Event, as specifically described hereunder, under different Benefit(s) (and Extensions - if any) arising due to an Injury sustained by the Insured Person during the Policy Period but not exceeding the Sum Insured as specified under the respective Benefits (and Extensions - if any) under Policy Schedule. The cover is for 24 hours or as mentioned in Part 1 of the schedule and on a worldwide basis. The Company would be liable for the add-on coverages mentioned in Part I of the Policy only if the Insured purchases the same in terms of the policy.

2. Benefit Covers

2.1 Benefit: Insured Event - Death resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.1 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Death benefit under the Schedule to this Policy, on the occurrence of death of the Insured Person, provided such death results solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury, provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

2.2 Benefit: Insured Event - Permanent Total Disablement (PTD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.2 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured, in the manner indicated below or as stated in Part I of the Policy, on the occurrence of any of the following losses, provided such losses to the Insured Person are total and irrecoverable losses which result solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year:

1. Loss of Sight of both eyes, or 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 Physical Separation/ Loss of one entire hand or one entire foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.
 2. Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.
- (ii) The sight of one eye, or of the Physical Separation of one entire hand or one entire foot, then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

1. Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.
2. If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

2.3 Benefit: Insured Event - Permanent Partial Disablement (PPD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Permanent Partial Benefit under the Schedule to this Policy as applicable to such Insured Person in the manner indicated below or as stated in Part I of the Policy, on the occurrence of any of the following losses, provided such losses to the Insured Person are irrecoverable losses and result in Loss of Use or Physical Separation which arises solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury, provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

	Losses covered	% of Sum insured
i	Loss of toes - all	20
	Great both phalanges	5
	Great - one phalanx	2
	Other than great if more than one toe lost each	1
ii	loss of hearing- both ears	75
iii	loss of hearing- one ear	30
iv	Loss of four fingers and thumb of one hand	40
v	Loss of four fingers	35
vi	Loss of thumb - both phalanges	25
	one phalanx	10
vii	Loss of Index finger - three phalanges	10
	two phalanges	8
	one phalanx	4
viii	Loss of middle finger - three phalanges	6
	two phalanges	4
	one phalanx	2
ix	Loss of ring finger - three phalanges	5
	two phalanges	4
	one phalanx	2
x	Loss of little finger - three phalanges	4
	two phalanges	3
	one phalanx	2
xi	Loss of metacarpus	
	- first or second (additional)	3

	third, fourth or fifth (additional)	2
xii	Any other permanent partial disablement	% as assessed by the Doctor

2.4 Benefit: Insured Event - Temporary Total Disablement (TTD) resulting from Accident

On the occurrence of Temporary Total Disablement, which means such loss caused to the Insured Person, which results solely and directly from an accidental Injury sustained within the Policy Period/Policy Year, and completely incapacitates the Insured Person from engaging in any employment or occupation of any description whatsoever which he/ she was capable of performing at the time of Accident resulting in such Injury, the Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.4 and the terms, conditions, general exclusions stated in the Policy, to pay a sum as stated under Temporary Total Disablement, in the Schedule to this Policy per week, for such time period for which the Insured Person is totally disabled from engaging in any employment or occupation of any description whatsoever.

Provided that the compensation payable under this Benefit shall not be payable for more than 104 weeks or as stated in Part I of the Policy in respect of an Injury, calculated from the date of commencement of disablement, provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year. However the Company's liability for payment of all claims under this benefit in aggregate for Policy Period/Policy Year in no case shall exceed the Sum Insured as stated under the Schedule to this Policy hereto as applicable to such Insured Person.

2.5 Maximum Liability of the Company for Benefits Mentioned from Section 2.1 to 2.4

Notwithstanding anything to the contrary stated under this Policy the Company's total liability for payment of compensation for an individual under various benefit(s) mentioned from Section 2.1 to 2.4 in aggregate shall not exceed the amount mentioned as Sum Insured against each individual in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

3. Extension Covers

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed hereon, to extend **the above mentioned (Section 2.1 - 2.4) benefit covers** availed under Schedule of the Policy to include the following on payment of additional premium, and reimburse the Insured Person (or his Nominee/ legal heir, as the case may be) a sum as compensation on occurrence of any Insured Event specified in Schedule to this Policy.

Claims under the extensions mentioned hereunder shall be admissible only consequent to the admissibility of the claim under the corresponding Benefits of Section 2 as mentioned in the Schedule to this Policy.

3.1 Cover for Expenses related to Burns: This add-on covers the Insured against expenses incurred during hospitalization because of any degree of burns sustained due to an Accident as specifically mentioned in the policy schedule.

3.2 Modification of residential accommodation & vehicle: The add-on covers the expenses incurred for modification of house and/or vehicle necessitated due to disability resulting from an accident.

- 3.3 Repatriation of Mortal Remains:** This add-on covers the expenses incurred for the repatriation of mortal remains of the Insured from his place of death to his place of residence.
- 3.4 Ambulance Charges:** This add-on covers the reasonable ambulance charges incurred for transporting the Insured to the nearest hospital in the event of a life threatening emergency conditions. Provided that, such life threatening emergency condition must be prescribed by medical practitioner.
- 3.5 Transportation Allowance (Compassionate visit):** In case the Insured is hospitalized and the attending medical practitioner recommends the personal attendance of an immediate family member. This add-on covers the transportation expenses incurred by the Insured's immediate family member in commuting to the hospital to and fro from the place of residence. Provided that, maximum number of family member who can accompany Insured is upto 4 members.
- 3.6 Travel expenses for medical treatment:** This add on covers the travelling expenses incurred to move outside the city of residence at a nearest place as prescribed by treating Medical Practitioner. The cover under this add-on will be subject to the sum insured or actual expenses incurred whichever is less.
- 3.7 Catastrophe Evacuation:** This add-on covers the actual expenses incurred due to necessary immediate evacuation in order to avoid risk of personal Injury or illness on happening of catastrophes like fire, flood, earthquake, storm, lightening, explosion, hurricane or epidemic due to contagious disease).
- 3.8 Cost of clothing damage:** This add-on covers the loss/damage of clothes especially uniforms etc of employees / members of a group as a result of an Accident subject to sum insured for this add-on.
- 3.9 Loss of Job cover:** In the unfortunate event of loss of job to the Insured, as a result of an injury sustained due to Accident during the policy period, this add-on provides the Insured with an amount as specifically stated in the Schedule subject to the sum insured for this add on. Provided that injury sustained should result in disablement rendering the Insured unfit for job.
- 3.10 Improved Disability Benefit/ Dismemberment:** This add-on provides that in the event of Accidental Permanent Total Disablement of the Insured, the Insured shall be paid a lump sum benefit of up to 2 times of the Accidental Death sum insured (or as mentioned in Part I of the Policy) instead of the Accidental Permanent Total Disablement sum insured as specifically mentioned in the policy schedule.
- 3.11 Daily Cash Allowance:** By way of this add-on, the Company will pay the Insured an amount specifically mentioned in the Schedule for each and every completed day of hospitalization on account of Accidental injury as mentioned in Part I of the Policy.
- 3.12 Carriage of Dead Body:** In the event of death of the insured due to Accident, Company will reimburse the expenses incurred for transportation of Insured's dead body to the place of residence from the place of death in India subject to the sum insured or the actual cost incurred whichever is less.
- 3.13 On Duty Cover:** This add-on covers the Insured against injury sustained on account of Accident only during official hours while the Insured is on duty (and not for all the 24

hours of the day & night). This cover will be restricted to injury sustained in office or during official visit, training, seminars, conference etc

- 3.14 **Children's Education Grant:** In the event of Death or Permanent Total Disablement of the Insured due to accident, this add-on entitles the Insured's dependent children for the amount as mentioned in Part I of the Policy as education grant.
- 3.15 **Accidental Hospitalization Expenses:** This add-on provides coverage for the medical expenses incurred by the insured during hospitalization as an inpatient for more than 24 consecutive hours as a result of an accident
- 3.16 **Mysterious Disappearance:** In the event of an accident which leads to 'mysterious disappearance' of the Insured, this add-on pays the insured's nominee the **Sum Insured in lump sum**, provided that such disappearance should be certified by the local police authorities. Provided further that, the cover under this add-on would end on the payment of the sum insured under this add-on after the specific tenure as mentioned in the policy schedule .
- 3.17 **Treatment outside India (along with travelling cost & boarding & lodging of the attendant):** This add-on covers the cost of medical treatment along with the travelling cost and cost pertaining to boarding and lodging attendant in a country outside India in case of any accidental injury when required and prescribed by treating Medical Practitioner.
- 3.18 **Medical Expenses:** In case the Insured's claim is considered admissible under any of the covered benefits namely Accidental Death/ Permanent Total Disablement on account of Accident/ Permanent Partial Disablement on account of Accident/ Temporary Total Disablement on account of Accident, this add-on covers the medical expenses incurred by the Insured in relation to his treatment which is necessitated due to an Accident which has resulted in the any one out of above mentioned causes.
- 3.19 **Out Patient Department (OPD) expenses:** This Add on cover will cover the medical expenses incurred by the Insured as an Outpatient due to Accidental injury only and which does not entail in-patient hospitalization or day-care treatments.
- 3.20 **Loss/damage to School Bag/Books:** This add-on covers for the loss or damage to the school bag/books especially text/additional course material etc of the students/members of an education institute as a result of an accident. (the benefit being restricted up to a maximum of Individual Sum Insured)
- 3.21 **Widowhood cover:** by way of this add-on, in event of Accidental Death of the Insured, the Policy shall pay the spouse of the Insured a sum not greater than the Sum Insured over and above the claim amount up to a maximum limit of 300 times of the Sum Insured or as mentioned in Part I of the Policy.
- 3.22 **Purchase of blood:** This add on will cover for the cost incurred in purchase of blood from blood bank, in the event of accidental injury sustained by the Insured who needs blood.
- 3.23 **Prosthesis & Artificial Limbs:** This add on will cover the cost borne by the Insured in the purchase of artificial limbs/prosthesis (artificial devices)in case of Permanent Total Disablement on account of Accident.

3.24 **Broken Bones:** This Add on will cover the medical expenses borne by the Insured against broken bones resulting from an accident and will be covered to a maximum limit of 200 times of individual Sum insured or as mentioned in Part I of the Policy.

3.25 **Legal Expenses:** This Add on will cover the legal/court expenses borne by the Insured against any legal litigations resulting due to any involvement in an accident of the insured and will be covered to a maximum limit of 500 times of individual Sum insured or as mentioned in Part I of the Policy.

4. Exclusions:

The Company shall not be liable under this policy for:

- (i) Compensation under more than one of the categories specified in the Benefit covers in respect of the same period of disablement of the Insured Person. However, amounts relating to extensions would be payable in addition, if applicable provided the extension is taken.
- (ii) Any other payment to the same person after a claim under one of the categories 2.1 and 2.2 as specified in the Benefit covers has been admitted and becomes payable. However, amounts relating to extension covers would be payable in addition, if applicable provided the extension is taken.
- (iii) Any payment in case of more than one claim in respect of such Insured Person, under this policy during any one period of insurance by which the sum payable as per the Benefit covers of this policy to such Insured Person exceeds the maximum liability of the Company specified in Part I of the Policy applicable to such Insured Person. However, amounts relating to carriage of dead body would be payable in addition if applicable.
- (iv) Payment of compensation relating to medical expenses until an additional premium is paid for the same as mentioned in Part I Schedule to this policy.
- (v) Payment of compensation in respect of death, injury or disablement of Insured Person (a) from intentional self-injury, suicide or attempted suicide; (b) whilst under the influence of intoxicating liquor or drugs; (c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or traveling 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. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine; or Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or schedule Airlines;
- (vi) Payment of compensation in respect of death, injury or disablement of Insured Person (a) from Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which the Insured is untrained, unless specifically covered under the policy (d) directly or indirectly caused by

venereal disease or insanity; (e) arising or resulting from the Insured committing any breach of the law.

- (vii) Payment of compensation in respect of death, injury or disablement of the Insured Person due to, or 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 detainment of all kinds.
- (viii) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons.
 - (a) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - (b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon Materials.
- (ix) Payment of compensation in respect of Death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
- (x) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons while serving in any branch of the Military or Armed Forces of any country during war or warlike operations.

Special Condition applicable to all the Exclusion: If the Company alleges that by reason of any of the above Exclusion i.e. any loss, damage, cost or expenses is not covered by this insurance, the onus of proving the contrary shall be upon the Insured.

5. The procedure of lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:

- (a) The Insured shall give immediate notice thereof in writing to the Company.
- (b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- (c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

6. Claim Documents:

A) Mandatory Documents:

a) Death:

- i) Completely filled PA claim Form with Company Stamp & Covering Letter from Employer
- ii) Attested Copy of FIR.
- iii) Attested Copy of PM Report.
- iv) Attested Death Certificate.
- v) Attested Spot Panchnama (In case of spot accidental death)
- vi) Attested Inquest panchnama (in case of spot accidental death where dead body shifted to hospital without informing to police - In case of panchayat).
- vii) Attested Railway Police Panchnama and attested Railway station master report (In case of railway Accident)
- viii) Certificate from State electricity board, Electricity Board's Panchnama (Optional) in case of Electrocutation
- ix) The Forensic Science Laboratory (FSL) Report (If recommended in PM Report) in case of Snake Bite/Poisonous Animal Bite

b) Permanent Total Disablement:

- i) Completely filled PA claim form with Company Stamp & Covering Letter from Employer
- ii) Attested Copy of FIR. (If reported to police authority)
- iii) Disability Certificate (Authorised by medical officer/civil surgeon of civil hospital / govt. hospital of the district / units concerned, stating percentage of disablement)
- iv) Reports like X-rays, etc essential for confirmation of the type and percentage of disability
- v) Letter from the Employer stating the Description of accident.
- vi) Colour photograph of the injured reflecting disability.
- vii) Original medical bills with prescriptions/treatment papers. (If medical benefits are covered)

c) Permanent Partial Disablement

- i) Completely filled PA claim Form with Company Stamp & Covering Letter from Employer
- ii) Attested Copy of FIR. (If reported to police authority)
- iii) Disability Certificate (Authorised by medical officer/civil surgeon of civil hospital / govt. hospital of the district / units concerned, stating percentage of disablement)
- iv) Reports like X-rays, etc essential for confirmation of the type and percentage of disability

- v) Letter from the Employer stating the Description of accident.
- vi) Colour photograph of the injured reflecting disability.
- vii) Original medical bills with prescriptions/treatment papers. (If medical expense is covered)

d) Temporary Total Disablement:

- i) Completely filled PA claim Form with Company Stamp & Covering Letter from Employer
- ii) Medical Certificate (Medical Practitioner's certificate confirming injury and advising rest/ unfit to work for specified number of days. fitness certificate from treating Doctor).
- iii) Attested copy of FIR. (If reported to police)
- iv) Leave certificate from the employer.
- v) Original Medical Bills with prescription, photocopy of Discharge Card, X-ray report in case of fracture or as the case may be. (Original medical bills required if medical expense is covered)

B) If claim payment needs to be on the name of the employee

- i) Indemnity cum Declaration Bond (Rs. 100 Bond Paper)
- ii) No Objection certificate from Insured

C) In case of un-named policy

Salary Certificate (Grade or category) from employer authority and Photo id proof

D) Additional Documents required for Payment of Claims:

- a) If payable to **insured**, following additional documents are required for all nature of loss
 - i) Payee name of the insured
 - ii) Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)
- b) If payable to **injured**, following additional documents are required for all claims other than death
 - (i) Payee name of the injured
 - (ii) No objection certificate from the insured that claim is paid in the name of injured
 - (iii) Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)
 - (iv) AML documents (PAN card/Photo ID, Address proof, and 2 colour photographs) in case of claim amount is more than Rs. 100,000.
- c) If payable to **nominee**, following additional documents for Death claims
 - i) Payee name of the nominee

- ii) If the policy is employer employee relation based, then No Objection certificate is required from employer to process the claim in the name of nominee.
- iii) Account details for Electronic funds transfer (EFT mandate form and cancelled cheque)
- iv) AML documents (PAN card/Photo ID, Address proof, Relationship proof and 2 colour photographs) in case of payment to Nominee/Legal heir.
- v) Legal Heir certificate/Consent letter from all nominees/legal heirs in case of more than 1 nominee/legal heir

In addition to above mentioned documents, additional supporting documents may be asked by the company or Third party administrator (TPA), on behalf of the Company, to investigate the Claim or the Company's obligation to make payment for it.

* Attestation should be from a gazette officer or notary.

7. Settlement/Rejection of Claim - The settlement of claims would be done by the Company within 30 days, after the receipt of last necessary documents. The claim shall be paid through Electronic Fund Transfer mode.

Penal interest provision shall be as per Regulation 9(6) of (Protection of Policyholders' Interests) Regulations, 2002

8. Limitation period

In no case whatsoever shall the company be liable, for any expenses after the expiry of 30 days from the date of completion of treatment, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

9 Policy Related Terms and Conditions

(i) Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before internment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown for delay in intimation. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.

(ii) 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(s) 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 and in the event of death to make a post-mortem examination of the body of the Insured Person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of thirty days.

(iii) In the event of a claim in respect of loss of sight, the Insured Person(s) shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a

permanent nature, compensation shall be payable as specified in the Benefit covers in Part II of the Policy of this Policy.

(iv) Position after a claim:

- (a) In case of death or Permanent Total Disablement of the Insured (as specified in Benefit covers) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from the Part I of the Policy without any refund of the premium.
- (b) In case of Permanent Partial Disablement (as specified in Benefit covers) the Company shall reduce the sum insured in respect of person to whom such sum shall become payable, by the amount admissible under the claim.

(v) The Proposer or Insured shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons. The Proposer shall on tendering any premium for the renewal of this policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.

(vi) The scope of cover shall extend on a world wide basis, and therefore the cause of action may arise in India or elsewhere.

10. Terms of Renewal

- 1. The Policy can be renewed as a separate contract under the then prevailing ICICI Lombard Group Personal Accident Insurance product or its nearest substitute (in case the product ICICI Lombard Group Personal Accident Insurance is withdrawn by the Company) approved by IRDA.
- 2. The policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non- cooperation by the insured.

Part III of Policy

Standard terms and conditions applicable to group benefits

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular 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 devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Observance of terms and conditions

The due observance and fulfilment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

3. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge 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 any premium.

4. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

5. 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.

6. Overriding effect of Part II of the Policy

The terms and conditions contained herein and in Part II of the Policy shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Policy, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable. In case of any inconsistency in terms and conditions mentioned in Part II of the Policy with Part I of the Policy then terms and conditions contained in Part I of the Policy will prevail over Part II of the Policy.

7. Electronic Transactions

The Insured 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 centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

8. 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 or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

9. Cancellation/termination

a. Disclosure to information norm

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

b. Insured or the Company may cancel this Policy by giving the Company or the insured, as the case may be, 15 days written notice for the cancellation of the Policy, and then the Company

shall refund premium on short term rates (if initiated by the insured) or pro rata rates (if initiated by the Company) for the unexpired Policy Period. The Company shall follow the below short period scale unless otherwise mutually agreed.

Short Period Scales- Policy Cancellation*	
Covered Upto Days	% of Refund
7	Up to 90%
30	Up to 75%
60	Up to 65%
90	Up to 50%
120	Up to 40%
180	Up to 25%
240	Up to 15%
Exceeding 240	Up to 0%

*The table is applicable only when Free Look Period is not applicable

10. Free Look Period

The insured shall be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review its terms and conditions. Where the Policy Holder disagrees to any of the terms or conditions of the Policy, he has the option to return the Policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by the Company on medical examination of the Insured Person(s) and the stamp duty charges.

11. Cause of Action/ Currency for payment

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Policy to this policy. All claims shall be payable in India in Indian Rupees only.

12. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

13. Arbitration clause

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 the decision of a sole arbitrator to be appointed in writing by the parties to 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 three arbitrators, comprising of two arbitrators, 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 arbitration shall be conducted under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be preferable to arbitrations as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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

14. Renewal notice

- a) The Company shall ordinarily renew the policy except on grounds of moral hazard, misrepresentation or fraud or non cooperation by the Insured. The Company shall not be bound to give notice that the renewal premium 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 herein before mentioned and that nothing is known to Insured that may result to enhance Company's risk under the guarantee hereby given. Any change in the risk will be intimated by Insured to the Company. Nothing herein or otherwise shall affect the Companies right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.
- b) The policy may be renewed by mutual consent and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the previous year policy.

15. Notices

Any notice, direction or instruction given under this policy shall be in writing to:

- In case of the Insured, at the address specified in Part I of the Policy.
- In case of the Company:
ICICI Lombard General Insurance Company Limited
ICICI Lombard House
414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,
Prabhadevi, Mumbai 400025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery or e-mail.

16. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

17. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

- (i) Call the Company at toll free number: 1800 209 8888 or email us at customersupport@icicilombard.com
- (ii) If the Insured is not satisfied with the resolution then the insured may successively write to The Manager – Service Quality, Corporate Manager – Service Quality, National Manager – Operations & finally Director – Services and Business Development at the following address:

ICICI Lombard General Insurance Company Limited
 ICICI Lombard House
 414, Veer Savarkar Marg,
 Near Siddhi Vinayak Temple,
 Prabhadevi, Mumbai 400025

If the issue still remains unresolved, the insured may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of the grievance.

The details of Insurance Ombudsman are available below:

Ombudsman Offices	
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, New Delhi – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. Kolkata -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), Mumbai - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, Chennai -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, LaneOpp.SaleemFunctionPalace A.C. Guards, Lakdi-Ka-pool, Hyderabad - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad - 380 014
Kerala, Karnataka	2nd Flr., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, Ernakulam - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. Guwahati
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj, Lucknow - 226 001
Madhya Pradesh	1st Floor, 117, Zone II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, Bhopal - 462 011
Punjab, Haryana, Himachal Pradesh, J & K, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, Chandigarh - 160 017
Orissa	62, Forest Park, Bhubaneswar - 751 009

The updated details of Insurance Ombudsman are available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the company www.icicilombard.com or can be obtained from any of the offices of the Company.