

# Kshema Group Personal Accident Policy

## Policy Wording

### Section I. Operative Clause

WHEREAS You the Insured named in the Schedule chose this Kshema Group Personal Accident Policy and have applied to us, **Kshema General Insurance Limited** for insurance cover as stated in the policy. You further gave us the information about yourself through written Proposal form and/or Digital Proposal on the platform of Kshema mobile Application/ website/ Partner portal/ Offline and Online Information and based on your confirmation that the information submitted is true and correct and having received the premium paid by you, we promise to provide you insurance as stated in the Policy Schedule subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.

Proposal, Policy wording, Policy schedule, Declarations and any Endorsements thereto shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout the policy documents unless specified otherwise. We use certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of Definitions.

Throughout this policy, the words "You", "Your", "Yourself" refer to the named insured shown in the policy schedule. The words "We, "Us", "Our" and "Company" refer to Kshema General Insurance Limited.

### Section II. 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 feminine wherever the context so permits: Words not specifically defined hereunder shall carry ordinary meaning as in any popular English dictionary.

- i. **Accident**- An Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- ii. **Condition Precedent** - Condition Precedent means a Policy term or condition upon which our liability under the Policy is conditional upon.
- iii. **Group and Membership**: "Group" consists of persons who join together with a commonality of purpose or engaging in a common economic activity and includes employer- employee group and non-employer- employee group:
  - a. Employer- employee group is a group where an employer-employee relationship exists between the master policyholder and the member in accordance with the applicable laws.
  - b. Non-Employer- employee group is a group other than employer- employee where a clearly evident relationship between the member and the group policyholder exists for services/activities other than insurance.

- iv. **Sum Insured:** It means the monetary amounts shown against insured person(s) which is the maximum limit of our liability against said insured person.
- v. **Injury/ Bodily 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.
- vi. **Insured/ Insured Person** - means a person accepted by us to be Insured under this Policy and who meets and continues to meet all the eligibility requirements and whose name specifically appears under Insured/Insured Person in the Policy Schedule and with respect to whom the premium has been received by us.
- vii. **Limb** means a hand at or above the wrist or a foot above the ankle
- viii. **Limit of indemnity** - It 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 subject to the limits specified in the policy.
- ix. **Loss of Sight (both eyes)** means total and irrecoverable loss of vision in both eyes, certified by a registered ophthalmologist and deemed permanent by competent medical authority.
- x. **Medical Expenses** means those expenses that you necessarily and actually incurred for medical treatment on account of Accident on the advice of a medical practitioner, as long as these are no more than would have been payable if you had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- xi. **Medical Practitioner/ Physician** means a person who holds a valid registration from the medical council of any state or medical council of India or council of Indian Medicine or for homeopathy set up by 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.
- xii. **Nominee** the person whose name specifically appears as such in the Policy Schedule and is the person to whom the proceeds under this Policy, if any, shall become payable in the event of the death of you. Nominee for all other Insured Person(s) shall be the Policyholder himself.
- xiii. **Proposal:** The application form you sign for this insurance and/or any other information give to us or which is given to us on your behalf electronically through website / Mobile app.
- xiv. **Policy:** Policy wording, the Schedule, the Proposal form and Endorsement /Memoranda, if any.
- xv. **Policy Period** - means a period beginning from Policy Period Start Date, as specified in Policy Schedule; and ending on the Policy End Date as specified in the Policy Schedule or on the date of cancellation of the Policy, whichever is earlier.
- xvi. **Permanent Total Disability** - PTD is a condition where an individual is irrecoverably, completely and permanently unable to engage in any occupation or perform any work due to an injury.
- xvii. **Permanent Partial Disability (PPD)** refers to a condition where an individual sustains a permanent impairment of a body part as listed under that partially limits the ability to work but does not completely prevent them from working.
- xviii. **Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining

credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

xx. **Schedule:** It provides details of the insured person(s), which are in force and the level of cover Insured Person(s) have.

xx. **Terrorism/Terrorist 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 activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

xxi. **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.

xxii. **Outpatient** means an Insured Person who is taking OPD Treatment or any other treatment for which Hospitalization is not required.

xxiii. **Day:** The period reckoned from the date and time of Accident for every 24 hours.

xxiv. **Week:** A period of seven consecutive days.

Unless the context otherwise requires, any word or expression to which a specific meaning has been attached in this Policy (including the Policy Schedule, Endorsements, and related documents) shall bear such meaning wherever it appears in the Policy, irrespective of whether it is capitalized or not. The use of capital letters is intended for clarity and emphasis only and shall not affect the interpretation of such terms. All defined terms shall be construed consistently throughout the Policy to reflect their intended meaning.

### Section III. Scope of Covers:

The Policy Schedule or the certificate of insurance will specify which of the following covers are in force and available to You under the Policy.

We will cover Accidental Death as a basic cover.

All the other covers i.e. Permanent Total Disability, Permanent Partial Disability, Temporary Total disablement are optional covers.

#### Table of benefits:

Section No.	Description of Benefits	Percentage of Sum Insured
<b>Basic Cover</b>		
1	Accidental Death If You suffers an Injury due to an Accident during the Policy Period and within 12 (twelve) Calendar months from the date of Accident this is the sole and direct cause of the Insured Person(s) Death then	100%

	<p>we will pay 100% of the Sum Insured as specified in the Policy Schedule/Certificate of Insurance provided that:</p> <p>a. Once a claim has been accepted and paid under this Benefit then cover under this Policy shall immediately and automatically cease in respect of that Insured Person.</p> <p>If an Insured Person disappears during the Policy Period due to an Accident followed by a forced landing, stranding, sinking or wrecking of a conveyance, earthquake or flood during the Policy Period and is legally declared dead (declared death in absentia or legal presumption of death) provided that such disappearance is certified in writing by the local police authorities, We will pay the amount specified in Accidental Death in the Policy Schedule or Certificate of Insurance to the Nominee. If at any time, after the payment of the Accidental Death benefit, if it is discovered that the insured person is still alive, all the payments shall be reimbursed in full to the company.</p>	
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#### Optional Covers

1	<p><b>Permanent Total Disability:</b> If You suffers an Accident during the Policy Period and within 12 (twelve) Calendar months from the date of Accident this is the sole and direct cause of Your Permanent Total Disability in one of the ways detailed in the table below, We will pay the percentage of the Sum Insured shown in the table.</p> <table border="1" data-bbox="368 1136 1432 1389"> <tr> <td>a</td><td>Permanent Total Disability</td><td>100%</td></tr> <tr> <td>b</td><td>Loss of sight (both eyes)</td><td>100%</td></tr> <tr> <td>c</td><td>Loss of two limbs</td><td>100%</td></tr> <tr> <td>d</td><td>Loss of one limb and one eye</td><td>100%</td></tr> </table>	a	Permanent Total Disability	100%	b	Loss of sight (both eyes)	100%	c	Loss of two limbs	100%	d	Loss of one limb and one eye	100%
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b	Loss of sight (both eyes)	100%											
c	Loss of two limbs	100%											
d	Loss of one limb and one eye	100%											
2	<p><b>Permanent Partial Disability:</b></p> <p>We will pay the following percentage of Sum Insured, specified in the Policy Schedule, if You suffer Permanent Partial Disablement of the nature specified below solely and directly due to an Accident during the Policy Period, provided that the Permanent Partial Disablement shall occur within 12 months of the date of the Accident.</p> <table border="1" data-bbox="442 1643 1486 1898"> <thead> <tr> <th data-bbox="442 1643 605 1748">Sr. No.</th><th data-bbox="605 1643 1160 1748">Loss Covered</th><th data-bbox="1160 1643 1486 1748">Percentage of Sum Insured</th></tr> </thead> <tbody> <tr> <td data-bbox="442 1748 605 1898">1.</td><td data-bbox="605 1748 1160 1898">           Loss of Use/ Physical Separation:            One entire hand            One entire foot         </td><td data-bbox="1160 1748 1486 1898">           50%            50%         </td></tr> </tbody> </table>	Sr. No.	Loss Covered	Percentage of Sum Insured	1.	Loss of Use/ Physical Separation: One entire hand One entire foot	50% 50%						
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		Loss of Sight of one eye Loss of toes – all Great both phalanges Great – one phalanx Other than great if more than one toe lost	50% 20% 5% 2% 1%	
2.		Loss of Use of both ears	50%	
3.		Loss of Use of one ear	20%	
4.		Loss of four fingers and thumb of one hand	40%	
5.		Loss of four fingers	35%	
6.		Loss of thumb - both phalanges - one phalanx	25% 10%	
7.		Loss of Index finger - three phalanges two phalanges one phalanx	10% 8% 4%	
8.		Loss of middle finger – three phalanges two phalanges one phalanx	6% 4% 2%	
9.		Loss of ring finger - three phalanges two phalanges one phalanx	5% 4% 2%	
10.		Loss of little finger – three phalanges two phalanges one phalanx	4% 3% 2%	
11.		Loss of metacarpus - first or second (additional) third, fourth or fifth (additional)	3% 2%	
12.		Any other permanent partial disablement	Percentage as assessed by the independent Medical Practitioner	

Maximum amount payable in respect of multiple nature of disablements shall be

	<p>restricted to      Sum Insured chosen by You.</p> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>a) The base Sum Insured is applicable cumulatively for all the benefits.</li> <li>b) If the Accident occurs during the Policy Period, benefits covered under above are payable, even if death or Permanent Total Disablement or Permanent Partial Disablement or any combination thereof occurs after the completion of Policy Period, but within 12 months from the date of Accident.</li> </ul>	
3	<p><b>Temporary Total disablement</b></p> <p>If You suffers an Injury due to an Accident that disables You from engaging in any employment or occupation on a temporary basis, then We will pay 1% of Sum Insured or maximum up to Rs 5000 per week as specified in the Policy Schedule or Certificate of Insurance for the duration that the temporary total disablement continues provided that:</p> <ul style="list-style-type: none"> <li>a) The period of temporary total disablement shall exceed two weeks from the date of Accident, however, the benefit shall be reckoned from the date of Accident and shall be payable for the entire duration of disablement.</li> <li>b) We shall not be liable to make payment for more than the opted sum insured as specified in the Policy Schedule or Certificate of Insurance in respect of any one Injury calculated from the date of commencement of the temporary total disablement as certified by the treating Medical Practitioner.</li> <li>c) The compensation shall be paid by Us at the end of the disability period, after ascertaining the amount payable.</li> <li>d) During the course of disability under this benefit, We will have a right to call for a certification from an independent Medical Practitioner with regard to the continuity of temporary total disability specified under this section.</li> <li>e) Any Hospitalization / certification obtained from any Medical Practitioner who is a family member or self or a relative is nor accepted as valid.</li> <li>f) Medication or any treatment that is not scientifically recognized and is taken by You will have to notify Us immediately on resuming to Your occupation/employment. Where it is found that You resumed to Your occupation/employment without notifying to Us and received the compensation under this cover,</li> </ul>	As mentioned in Your Policy Schedule

	<p>We will have the right to claim the recovery of such benefit paid.</p> <p><b>Note:</b> For the purpose of this benefit, "week" is a period of seven consecutive calendar days.</p>	
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#### Section IV. Exclusions

We shall not be liable to make any payment for any claim under any Benefit Cover in respect of any Insured Person, directly or indirectly for, caused by or arising from or in any way attributable to any of the following:

1. Natural death.
2. Any Pre-Existing Disease or Injury or disability arising out of a Pre-Existing Diseases which is not direct cause of Accident.
3. Any payment in case of more than one claim under the Policy, during any one Policy Period by which Our maximum liability in that period would exceed the Sum Insured.
4. Suicide or attempted suicide, intentional self-inflicted Injury, acts of self-destruction whether the Insured Person is medically sane or insane.
5. Death or disablement arising out of or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), participation in any naval, military or air-force operation, civil war, public defense, rebellion, revolution, insurrection, military or usurped power
6. Congenital diseases, defects or anomalies or in consequence thereof.
7. Bacterial infections (except pyogenic infection which occurs through a cut or wound due to Accident).
8. Medical or surgical treatment.
9. Any change of Occupation after inception of the Policy without intimation to Us.
10. Death or disablement arising or resulting from the Insured Person committing any breach of law or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion with criminal intent.
11. Death or disablement arising from or caused due to use, abuse or a consequence or influence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen.
12. Death or disablement resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy or a consequence thereof including ectopic pregnancy unless specifically arising due to Accident.
13. Death or disablement caused by participation of the Insured Person in any flying activity, except as a bona fide, fare-paying passenger of a recognized airline on regular routes and on a scheduled timetable.
14. Insured Persons whilst engaging in a speed contest or racing of any kind (other than on foot), bungee

jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports in so far as they involve the training for or participation in competitions or professional sports and specified in the Policy Schedule.

15. Insured Persons involved in naval, military or air force operations.
16. Working in underground mines, tunnelling or explosives, or involving electrical installation with high tension supply, or as jockeys or circus personnel, or engaged in Hazardous Activities.
17. Any claim arising after twelve calendar months from the date of the Accident.
18. Animal bite/Snake Bite/Insect bite is not covered. Perils of the sea are excluded from the scope of the Policy.
19. Death or disablement or Injury arising from or caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.

## Section V. General Terms and Clauses

### I. Standard General Terms & Clauses

#### 1. Disclosure of information:

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact by the policyholder.

#### 2. Condition Precedent to Admission of Liability

The terms and conditions of the policy must be fulfilled by You for Us to make any payment for claim(s) arising under the policy.

#### 3. Complete Discharge

Any payment to You, or Your nominees or Your legal representative as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

#### 4. Fraud

If you or anyone acting on your behalf commits fraud or intentionally misrepresents or conceals a material fact at any stage—whether during proposal, while the policy is in force, or in connection with any claim—then we have the right, at our sole discretion:

- a. to reject the insurance application if fraud or material misrepresentation is discovered prior to policy issuance;
- b. to void the policy ab initio and forfeit all premium paid, if fraud or material misrepresentation is discovered after policy issuance but before the occurrence of any claim, and we will have no liability under this policy;
- c. to reject any claim, forfeit all benefits, and treat all premium as fully earned, if fraud or material misrepresentation is discovered during the claim process or thereafter. We may, at our sole discretion, recover from You any payments made under this Policy, whether on account or in full and final settlement, including by offset against any future benefits or by direct demand for reimbursement.”

For the purposes of this clause, “fraud” includes, amongst others, the following acts by you or your

representatives, with intent to deceive or induce the insurer to issue a policy or pay a claim:

1. Representing as true any fact known to be false;
2. Actively concealing or suppressing a material fact;
3. Any act or omission intended to mislead or deceive;
4. Any act or omission declared fraudulent by applicable law.

All remedies under this clause are in addition to those available under law

## 5. Nomination:

You are required at the inception of the policy and at the time of renewal to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Nomination can be changed any time during the term of the policy. Any change of nomination shall be communicated to Us in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, We will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any)) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of Our liability under the policy.

## 6. Claim Settlement

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.

## 7. Withdrawal of Policy

In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy.

Insured Person will have one time option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits to the extent of Sum Insured, Cumulative Bonus, if any, waiver of waiting period, Specific waiting periods, waiting period for Pre-existing disease, as per IRDAI guidelines, provided the policy has been maintained without a break.

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**8. Possibility of Revision of Terms of the Policy including the Premium Rates**

The Company, may revise or modify the terms of the Policy including the premium rates with prior approval of the Product Management Committee, of the Company. The Insured Person shall be notified three months before the changes are effected.

**9. Premium Payment in instalments**

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in the policy Schedule/Certificate of Insurance, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the policy)

- i. Grace Period of (15) fifteen days in case of monthly premium policies, and a period of 30 days in case of other than monthly premium policies would be given to pay the instalment premium due for the policy.
- ii. The Policy will be in force during such grace period and any claims arising during the Grace Period will be payable subject to policy terms and conditions
- iii. No interest will be charged If the instalment premium is not paid on due date.
- iv. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- v. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.
- vi. The company has the right to recover and deduct all the pending instalments from the claim amount due under the policy.

**10. Automatic Termination of Insurance**

Coverage for an Insured Person will automatically end upon their death or when the Sum Insured is exhausted.

Coverage for remaining Insured Persons will continue until the end of the Policy Period. They may apply to renew the policy; if a minor is involved, renewal must be done by a parent or legal guardian. Relevant details must be provided with the application. If no claim has been made and termination of insurance is solely due to death from causes not covered by the policy, a pro-rata refund of the deceased's premium for the remaining period will be given.

**II. Specific Terms and Clauses:****1. Material Change**

Material information to be disclosed includes every matter that the Policyholder is aware of, or could reasonably be expected to know, that relates to questions in the Proposal Form, and which is relevant to Us in order to accept the risk of insurance. The Policyholder must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement of the contract. The Policy terms and conditions will not be altered.

**2. Total claims paid in any Policy Period will not exceed the Sum Insured.**

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3. We will not pay any claim amount if there is a relationship between Insured and Medical Practitioner.

## 4. Confidentiality and Data Privacy

We will maintain the confidentiality of all personal and medical data of the Insured Person and will process and store such data strictly in compliance with the Insurance Act, IRDAI (Protection of Policyholders' Interests) Regulations, 2024, and applicable data-protection laws. By purchasing this Policy, You consent to the sharing of necessary information with IRDAI, IIB, TPAs and service providers for policy servicing, claims processing, portability, and statutory reporting.

## 5. Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed and stamped by Us.

## 6. No Constructive Notice

Any knowledge or information of any circumstance or condition in relation to the Policyholder/ Insured Person which is in Our possession and not specifically informed by the Policyholder / Insured Person shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

## 7. Eligibility

	Group Personal Accident
Minimum Entry Age	91 days
Maximum Entry ages	70 years (Coverage will be provided to Individuals above 65 years on a case to case basis)

## 8. Cover Period

### Short Period Cover

Group Personal Accident policy can be issued for a period from 1 day to 364 days.

### Long term Cover

Group Personal Accident policy long term can be issued for a period from 1 year up to 5 years.

## 9. Geography

a) 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.

**10. Grace Period**

The Policy may be Renewed by mutual consent for life subject to application of renewal and realization of renewal premium and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days (for Quarterly, Half yearly and annual instalments) & 15 days for Monthly policies from the date of expiry of the Policy. If the premium is paid in instalments during the policy period, coverage will be available for the grace period also. If the policy is renewed during grace period, all the credits (sum insured, No Claim Bonus, Specific Waiting periods, waiting periods for pre-existing diseases etc. if applicable) accrued under the policy shall be protected.

**11. Communication & Notices**

Any communication or notice or instruction under this Policy shall be in writing and will be sent to:

- i. The Policyholder's, at the address as specified in the Policy Schedule
- ii. To Us, at the address specified in the Policy Schedule.
- iii. No insurance agents, brokers, other person or entity is authorised to receive any notice on the behalf of Us unless explicitly stated in writing by Us.

**12. Premium**

The premium for each Policy will be determined based on the available data of each Group and applicable discounts and loadings. Payment of premiums will be available in single mode or instalment options of monthly/ quarterly/ half yearly as agreed with the Policyholder.

**13. 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.

**14. Cancellation**

- a) We can cancel the policy only on the grounds of misrepresentation, non-disclosure of material facts, or fraud by the Policyholder/insured person, by providing 15 days' written notice. There will be no refund of premium for cancellations on these grounds.
- b) You can cancel the policy at any time during the term, by providing a written notice of 7 days to the Company. In case the Policyholder cancels the policy, he/she is not required to give reasons for cancellations.
- c) We shall refund the premium for the unexpired policy period as follows -  
Premium Received on Instalment Basis: Pro-Rata Basis, provided no claim has been made during the policy term.  
Full premium received at policy inception:  
Annual Policy: Pro-Rata Basis, provided no claim has been made during the policy term.  
Multi-Year Policy: For policy years where risk date has not started: Full premium will be refunded
- d) For policy years where risk has started, pro-rate refund will be provided, provided no claim has been made during the policy term.

- e) Refunds will be calculated excluding the multi-year policy discount and full multi-year discount provided during the issuance of the policy will be deducted from the calculated refund
- f) Expenses incurred by the company on medical examination will be deducted from the premium refunds.

## 15. Electronic Transactions

We agrees to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirms that all transactions effected facilities for conducting remote transactions such as the internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.

Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Policyholder. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated / confirmed by the Policyholder.

## 16. Severability

If any provision of this Policy is held to be invalid, illegal or unenforceable, the remainder of the Policy will remain in full force and effect.

## 17. Policy Dispute

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

## 18. 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. 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. 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. 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.

**19. Records to be maintained**

You shall keep an accurate record containing all relevant medical records and shall allow Us or our representative(s) to inspect such records. You or the Insured Person as the case may be, shall furnish such **information** as may be required by Us under this Policy at any time during the Policy Period and up to three years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under this Policy.

**20. Assignment**

The Policy and the benefits under this Policy cannot be assigned in whole or in part.

**Section VI. Claim Process****1. Claims Process: For Group Personal Accident Policy:****A. Intimation of Claim**

You shall be given an intimation by calling Our call centre or by e-mail or by writing to Our office address along with the following details within 7 days from the date of Accident:

- (1) The Policy number;
- (2) Name of the Policyholder;
- (3) Name and address of the Insured Person in respect of whom the request is being made;
- (4) Photo ID, KYC documents
- (5) Nature of Illness or Injury and the treatment/Surgery taken;
- (6) Name and address of the attending Medical Practitioner;
- (7) Hospital where treatment/Surgery was taken;
- (8) Date of admission and date of discharge;
- (9) Approximate expenses or approximate length of stay towards Hospitalization for Illness / Injury or percentage of disability.
- (10) Any other information that may be relevant to the Illness/ Injury/ Hospitalization

**B. Claims Submission**

The following documents as per the Benefit being sought must be provided to Us within 30 days of the occurrence of the event giving rise to a claim under the Policy.

**Documents required for all Benefits -**

- (a) Duly completed personal Accident policy claim form signed by Nominee or Insured Person
- (b) Photo ID of Insured Person & Nominee (where applicable)
- (c) Claim intimation or claim reference number
- (d) Attested copies of KYC documents of Insured Person & Nominee (where applicable) - PAN card,

ration card, voter ID, etc.

- (e) Original discharge card / day care summary / transfer summary (where applicable)
- (f) Attested copy of medico legal certificate copy / first information report copy / Panchnama (spot/inquest) where applicable
- (g) Copies of consultation letters detailing the treatment taken immediately after Accident. where applicable
- (h) Radiological investigation reports like X ray, CT scan, MRI etc with films supporting the diagnosis of Injury
- (i) Copies of medical documents towards treatment taken during disability period, including discharge summary of the Hospital where applicable
- (j) Copy of indoor case papers with nursing sheet detailing medical history of the patient, treatment details and patient's progress. where applicable
- (k) In Case of employer – employee relationship:
  - i. Employer certificate confirming the employee details, designation and sum insured (In case of unnamed policy)
  - ii. Total Head count of employee – designation or grade wise (In case of unnamed policy)
  - iii. Copy of Company Accident notification register (if Accident happened in Office / factory / Plant)
  - iv. Bank account detail form stating bank name, branch name, MICR code, IFSC code, account number and account type - duly signed by Nominee along with personalised cancelled cheque i.e. name of account holder printed on it or copy of 1st page of passbook or bank account statement.

#### C. Documents required for Specific Benefits

If these details are not provided in full or are insufficient for Us to consider the request, We will request additional information or documentation in respect of that request.

##### 1) Accidental Death

- (a) Attested copy of the death certificate issued by Government / Municipal Authorities
- (b) Attested copy of cause of death certificate issued by treating Medical Practitioner/ Hospital
- (c) Copy of burial certificate (wherever applicable)
- (d) Attested copy of post-mortem Report
- (e) Attested copy of viscera report and chemical analysis report
- (f) Attested copy of witness statement (if available)
- (g) Hospitalization and treatment papers (if available)
- (h) Translation of all vernacular documents in English duly notarized.
- (i) Salary slip with seal and signature of authorized signatory of the organization (if employed)
- (j) Last 3 years financial years Income Tax Return for self-employed persons
- (k) Legal heir certificate containing affidavit and indemnity bond both duly signed by all legal heirs and

notarized (If Nominee name is not mentioned on Policy Schedule or Certificate of Insurance or Nominee is a minor, then legal guardian.)

**2) Permanent Total Disablement / Permanent Partial Disablement**

- (a) Attested copy of disability certificate issued by Civil Surgeon of District Hospital mentioning the type and percentage of disability.
- (b) Original photograph of the Insured Person reflecting the disablement or injured part for which the claim is made
- (c) Leave records with seal and signature of authorized signatory of the organization (if employed)
- (d) Salary slip with seal and signature of authorized signatory of the organization (if employed)
- (e) Last 3 years financial years Income Tax Return for self-employed persons

**3) Temporary Total Disablement**

- (a) Attested copy of disability certificate issued by Civil Surgeon of District Hospital mentioning the type and percentage of disability.
- (b) Original photograph of the Insured Person reflecting the disablement or injured part for which the claim is made
- (c) Leave records with seal and signature of authorized signatory of the organization (if employed)
- (d) Salary slip with seal and signature of authorized signatory of the organization (if employed)
- (e) Last 3 years financial years Income Tax Return for self-employed persons

**2. Claims terms applicable to all benefits under the Policy**

The fulfillment of the terms and conditions of this Policy (including payment of premium in full and on time) insofar as they relate to anything to be done or complied with by the Insured Person, including complying with the following in relation to claims, shall be conditions precedent to admission of Our liability under this Policy:

- 1) On the occurrence or discovery of any illness or injury that may give rise to a claim under this Policy, the claims procedure set in the Policy shall be followed.
- 2) The directions, advice and guidance of the treating Medical Practitioner shall be strictly followed. We shall not be obliged to make any payments that are brought about or contributed to as a consequence of or failure to follow such directions, advice or guidance.
- 3) If requested by Us and at Our cost, the Insured Person must submit to medical examination by Our Medical Practitioner as often as We consider reasonable and necessary and We/Our representatives must be permitted to inspect the medical and Hospitalisation records pertaining to the Insured Person's treatment and to investigate the circumstances pertaining to the claim.
- 4) We and Our representatives must be given all reasonable co-operation in investigating the claim in order to assess Our liability and quantum in respect of the claim.

**3. Claims Assessment & Repudiation – Applicable to all benefits under the Policy**

- a) At Our discretion, We may investigate claims to determine the validity of a claim. This investigation will be conducted within 15 days of the date of assigning the claim for investigation and not later than 6 months from the date of receipt of claim intimation. All costs of investigation will be borne by Us and all investigations will be carried out by those individuals/entities that are authorised by Us in writing.
- b) If there are any deficiencies in the necessary claim documents which are not met or are partially met, We will send a deficiency letter within 10 days of receipt of the claim documents.
- c) If deficiency is not met or partially met then we will send maximum of 3 (three) reminders following which We will send a rejection letter or make a part-payment if we have not received the deficiency documents after 45 days from the date of the initial request for such documents. However, documents/ details received beyond such period shall be considered if there are valid reasons for any delay.
- d) We may decide to deduct the amount of claim for which deficiency is intimated to the Insured Person and settle the claim if We observe that such a claim is otherwise valid under the Policy.
- e) We shall settle or repudiate a claim within 30 days of the receipt of the last necessary information and documentation set out above. In case of any suspected fraud, the last “necessary” document will include the receipt of the investigation report from Our investigator/representatives.
- f) Payment for reimbursement claims will be made to the Insured Person. In the unfortunate event of the Insured Person’s death, We will pay the Nominee named in the Policy Schedule or Certificate of Insurance or their legal heir or legal representatives holding a valid succession certificate.

For details on the claims process or assistance during the process, the Insured Person may contact Us at Our call centre on the toll free number specified in the Policy Schedule or through the website.

**Section VII. Grievance Redressal**

If You have any query or grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address your grievance as follows:

1. For resolution of any query, You may contact the Policy issuing office by writing to Us at Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India-500016. or email Us at [customer.support@kshema.co](mailto:customer.support@kshema.co) or through Kshema Application or call us at 1800 572 3013 (toll-free)
2. If You are not satisfied with the resolution provided, You may escalate to our E-mail [grievance.cell@kshema.co](mailto:grievance.cell@kshema.co) or [gro@kshema.co](mailto:gro@kshema.co) or call us at 1800 570 2998 (toll-free) or can write to us at Grievance Redressal Office, Kshema General Insurance Limited, Regd. Office:# 413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad, Telangana, India- 500016 or at the sub section “Grievance Redressal” on our website [www.kshema.co](http://www.kshema.co).
3. If you are not satisfied with the resolution provided by us, you have the option to approach the Insurance Ombudsman for grievance redressal at <https://www.cioins.co.in>. Alternatively, you may also contact the Insurance Regulatory and Development Authority of India (IRDAI) through the Bima Bharosa Portal at <https://bimabharosa.irdai.gov.in> or via the IRDAI Grievance Call Centre (IGCC) at toll-free numbers 1800 4254 732 / 155255.

Contact details of Insurance Ombudsman Offices in India:

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The contact details of the Insurance Ombudsman offices are as below-

S.N o.	Locat ion	Name of Ombudsman	Designation	Office of the Insurance Ombudsman,	Jurisdiction	Teleph one No.	Email
1.	AHMEDA BAD	Shri k. Vinayak Rao	Insurance Ombudsman	Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001.	Gujarat, Dadra & Nagar Haveli, Daman and Diu.	079 - 255012 01/02	<a href="mailto:gio.ahmedabad@cioins.co.in">gio.ahmedabad@cioins.co.in</a>
2.	BENGAL URU	Ms Neerja Kapur	Insurance Ombudsman	Jeevan Soudha Building, PID No. 57-27- N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078.	Karnataka	080 - 266520 48 / 266520 49	<a href="mailto:gio.bengaluru@cioins.co.in">gio.bengaluru@cioins.co.in</a>
3.	BHOPAL	Shri Ajay Kumar	Insurance Ombudsman	1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Arera Hills Bhopal – 462 011.	Madhya Pradesh, Chhattisgarh.	0755 - 276920 1 / 276920 2 / 276920 3	<a href="mailto:gio.bhopal@cioins.co.in">gio.bhopal@cioins.co.in</a>
4.	BHUBAN ESWAR	Shri Rash mi Raman Singh	Insurance Ombudsman	62, Forest park, Bhubaneswar – 751 009.	Odisha	0674 - 259646 1 / 25964 55/259 6429/2 596003	<a href="mailto:gio.bhubaneswar@cioins.co.in">gio.bhubaneswar@cioins.co.in</a>
5.	CHANDI GARH	Ms Alka Jha	Insurance Ombudsman	Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017.	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	0172- 270646 8	<a href="mailto:gio.chandigarh@cioins.co.in">gio.chandigarh@cioins.co.in</a>
6.	CHENNA I	Shri. K. Vinayak Rao	Insurance Ombudsman	Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018.	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	044 - 243336 68 / 243336 78	<a href="mailto:gio.chennai@cioins.co.in">gio.chennai@cioins.co.in</a>

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7.	DELHI	Shri Mukhmeet Singh Bhatia	Insurance Ombudsman	2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh.	011 - 460139 92/232 13504/ 232324 81	<a href="mailto:gio.dehi@cioins.co.in">gio.dehi@cioins.co.in</a>
8.	GUWAHATI	Shri. Ajay Kumar Sharma	Insurance Ombudsman	Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM).	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	0361 - 263220 4 / 260220 5 / 263130 7	<a href="mailto:gio.guwahati@cioins.co.in">gio.guwahati@cioins.co.in</a>
9.	HYDERABAD	Ms G Shobha Reddy	Insurance Ombudsman	6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace,A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004.	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	040 - 233121 22 / 233769 91 / 233765 99 / 233287 09 / 233253 25	<a href="mailto:gio.hyderabad@cioins.co.in">gio.hyderabad@cioins.co.in</a>
10.	JAIPUR	Shri Satyajeet Rajan	Insurance Ombudsman	Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.	Rajasthan	0141 – 274036 3	<a href="mailto:gio.jaipur@cioins.co.in">gio.jaipur@cioins.co.in</a>
11.	KOCHI	Shri Pradeep Kumar Jain	Insurance Ombudsman	10th Floor, Jeevan Prakash,LIC Building, Opp to Maharaja's College Ground,M.G.Road, Kochi - 682 011.	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	0484 – 235875 9	<a href="mailto:gio.ernakulam@cioins.co.in">gio.ernakulam@cioins.co.in</a>
12.	KOLKATA	Ms. Manju Bagga	Insurance Ombudsman	Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.	West Bengal, Sikkim, Andaman & Nicobar Islands.	033 - 221243 39 / 221243 41	<a href="mailto:gio.kolkata@cioins.co.in">gio.kolkata@cioins.co.in</a>

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13.	LUCKNOW	Shri Sanjai Singh	Insurance Ombudsman	6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.	Districts of Uttar Pradesh: Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahrach, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	0522 - 4002082 / 3500613	<a href="mailto:lio.luc know@cioins.co.in">lio.luc know@cioins.co.in</a>
14.	MUMBAI	Ms Sarojini S Dikhale	Insurance Ombudsman	3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.	Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T	022 - 69038800/27/29/31/32/33	<a href="mailto:lio.mu mbai@cioins.co.in">lio.mu mbai@cioins.co.in</a>

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					covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.		
15.	NOIDA	Shri Rajiv Talwar	Insurance Ombudsman	Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301.	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar , Saharanpur.	0120- 251425 2 / 251425 3	<a href="mailto:gio.noi&lt;br/&gt;da@cio&lt;br/&gt;ins.co.i&lt;br/&gt;n">gio.noi da@cio ins.co.i n</a>
16.	PATNA	Shri Inderjeet Singh	Insurance Ombudsman	2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001.	Bihar, Jharkhand.	0612- 254706 8	<a href="mailto:gio.pat&lt;br/&gt;na@cio&lt;br/&gt;ins.co.i&lt;br/&gt;n">gio.pat na@cio ins.co.i n</a>

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17.	PUNE	Ms. Rachna Khare	Insurance Ombudsman	Jeevan Darshan Bldg., 3rd Floor, C.T.S. No's. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region	020-24471175	<a href="mailto:cio.pune@cioins.co.in">cio.pune@cioins.co.in</a>
18.	THANE	Shri Umesh Sinha	Insurance Ombudsman	2nd Floor, Jeevan Chintamani Building, Vasantrao Naik Mahamarg, Thane (West)- 400604	Area of Navi Mumbai, Thane District, Raigad District, Palghar District and <a href="#">wards of Mumbai</a> , M/East, M/West, N, S and T."	022-20812868/69	<a href="mailto:cio.thane@cioins.co.in">cio.thane@cioins.co.in</a>

\*Note: As the above ombudsmen contact details may change from time to time, we suggest you to refer the <https://www.cioins.co.in> for an updated list

Information about Us

Kshema General Insurance Ltd.

Address: #413, 4th Floor, My Home Tycoon, Kundan Bagh, Begumpet, Hyderabad – 500 016, Telangana, India T: +91 040 2340 9918 | E: [info@kshema.co](mailto:info@kshema.co) | [www.kshema.co](http://www.kshema.co).