

**INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH
GOREGAON (EAST), MUMBAI**

RFQ No. IGIDR/RFQ/2023/ED/29 Date: 01.12.2023

REQUEST FOR PROPOSAL (RFP)

FOR

Group Personal Accident Insurance Policy for Employees at IGIDR

INDIRA GANDHI INSTITUTE OF DEVELOPMENT RESEARCH

Gen. A.K. Vaidya Marg, Film City Road, Santosh Nagar, Goregaon (East), Mumbai-400065.
Telephone: 022 6909 6200/507. Fax: 022 6909 6399.

SECTION-A
GENERAL INSTRUCTIONS TO BIDDERS

1. Proposal should be addressed to **The Registrar, Indira Gandhi Institute of Development Research, Goregaon (East), Mumbai-400065.**
2. The scan copy of RFQ bid to be submitted through Email to tender@igidr.ac.in with subject of email should be mentioned as- **“Quotation for Group Personal Accident Insurance Policy for Employees at IGIDR”** respectively. All the required documents should be scanned and merged either into a single PDF file or zipped into a single file and attached to the Email. **The bid file should be attached as a PDF document/zip file protected with a password and the password to be shared at the time of bid opening through an online meeting. The vendor should keep their password securely with them and required to give only when asked in online meeting for bid opening. If a bidder cannot attach a single bid file to an email, they can split their bid and submit it in multiple emails with mentioning in the email subject as Part-I, II, III.... etc.**
3. The bids will be received up to **End of the Day on 21st December 2023.** Each copy of the RFQ document under their stamp and signature. No bid will be accepted after due date under any circumstances whatsoever.
4. The Email bid with subject **“Quotation for Group Personal Accident Insurance Policy for Employees at IGIDR”** shall be opened by the tender opening committee on the next day on **22nd December 2023 at 02:30 PM through an online meeting platform.** The link of meeting will be shared with participated bidders. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time.
5. **The bidders should provide the password of their bid in a PDF/Zip file during the opening of the bids. If a bidder can NOT provide the password for the bid file at the time of bid opening, then their bid shall be rejected. We encourage the bidder to submit their bid file protected with a password; however, if the bidder cannot submit their bid in a password-protected file, they can also submit a bid without a password.**
6. Proposal shall remain valid for acceptance by the Institute for a period of Three months from the date of opening of the bid and the bidder shall not cancel or withdraw the quotation during this period.
7. The bidder must use only the bid forms issued by the Institute to fill in the rates. Any addition/alteration in the text of the RFP form made by the bidder shall not be valid and shall be treated as null and void.

8. Rates should be quoted both in figures and in words in columns specified. All erasures and alterations made while filling the Quotation must be attested by initials of the vendor/contractor. Overwriting of figures is not permitted.
9. Each Page of the RFQ document should be signed by the authorized person or persons submitting the RFQ in token of his/their having acquainted himself/themselves with the terms & conditions of contract as laid down. Any bid with any of the documents not so signed will be rejected.
10. The rates shall also be firm and shall not be subject to exchange variations or any conditions whatsoever. Quotation must include in their rates, applicable GST and any other tax and stamp duty or other levy whether existing or future, levied by the Central Government or any State Government or Local Authority, Stamp duty if applicable. No claim in respect of GST or any other tax, stamp duty or levy whether existing or future, shall be entertained by the Institute.
11. The intending bidder can obtain any clarifications regarding the RFQ document, employee details, previous policy details etc. if any by contacting **Mr. Samir Parab** (Administrative Officer) on his **mobile- 8097171963** or through email administrativeofficer@igidr.ac.in or in **Administration Office** of the **Indira Gandhi Institute of Development Research, Goregaon, Mumbai-400 065** on any Institute`s working day.

I/We hereby declare that I/we have read and understood the above instructions and the same will remain binding upon me/us.

Place:

Signature of the Bidder with seal

Date:

SECTION-B
GENERAL TERMS AND CONDITIONS

Upon the declaration of an intending agency/bidder to be the Successful Bidder by the Institute, they shall be subject to the following terms and conditions.

1. It may be noted that no advisor/broker is involved in the bid.
2. The successful insurance agency shall provide the services strictly in accordance with scope of service, insurer details and as per detailed instructions of the Institute.
3. In all matters of dispute arising on the work, the matter shall be referred to the **Registrar Indira Gandhi Institute of Development Research, Goregaon** for a decision.
4. **Arbitration Clause:** In the event that the Successful Bidder is not satisfied by the decision of the Registrar, Indira Gandhi Institute of Development Research, the dispute shall be settled by arbitration in accordance with the provisions of arbitration and conciliation act, 1996 or any enactment thereof. The Arbitral Tribunal shall consist of one arbitrator, to be appointed by the Institute. The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made in Mumbai. The arbitration proceedings shall be conducted in the English language and any award or awards shall be rendered in the English language. The procedural law of the arbitration shall be the Indian law. The award of the arbitral tribunal shall be final, conclusive and binding upon the Successful Bidder and the Institute.
5. **Payment Terms:**
Payment shall be made to the successful bidder after acceptance of offer against submission of proforma invoice.
6. **Period of Policy:**
The period of insurance policy shall be **One year from 1st February 2024 to 31st January 2025.**

I/We hereby declare that I/we have read and understood the above terms and conditions. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:

Signature of the Bidder with seal

Date:

SECTION-C
SPECIAL CONDITIONS

1. The insurance company should have a valid license issued by IRDA to provide services of Group Personal Accident Insurance in India.
2. The Insurance Company should cover all the Employees from Day 1 of commencement of policy.
3. **The Insurance Company should compulsory cover all the facilities extended in our current policy. (Copy of the current coverage is attached at Annexure – B).**
4. The coverage of the mid joiners shall be from Day 1 (Date of joining) irrespective of immediate payment of premium. The premium shall accordingly be calculated on pro rata basis.
5. The coverage for the mid leavers shall be till the date of leaving the Institute. The premium shall accordingly be calculated on pro rata basis.
6. The balance amount for the mid leavers shall be refunded to the Institute on pro-rata basis.
7. During the validity of the current policy, no revision in premium shall be considered by IGIDR on the basis of actual claim ratio or any enhancement in the premium pointed out by any statutory or other authority.
8. Once assigned the insurance policy for any given period, the insurance company shall have no right to unilaterally terminate the operation of the policy during this period.
9. The insurance company will have no right to reject membership of a member as defined by IGIDR whose membership has been approved by IGIDR.
10. **Exclusions & Inclusions: Exclusions & Inclusions should be clearly specified by the insurance company as part of the technical bid.**
11. Any conditional bid or a bid that is not in the prescribed Performa will not be accepted.
12. Confidentiality of all IGIDR information/documents to be ensured at all times.
13. There will be no age limit on the insured covered by this scheme.
14. For the new employees who may join the Institute from time to time, identical coverage has to be made available from the day one of joining though the premium paid may be based on the fractional period involved. The employees leaving before completing of the contract insurance period, the pro-rata premium amount should be refunded to the Institute from the date of his/her leaving the Institute.
15. For all claims should be settled within 30 days of submission and payment will be made directly to the insured. The insurance company should arrange to collect the claim from the institute on receiving the request.

16. At present the existing employees are covered under group personal accident insurance policy which is active. The sum assured for the current policy is 60 times of gross salary per member.
17. The Premium shall be paid on annual basis.
18. There shall be a grace period of 30 days from the due date of premium.
19. **Canvassing, Fraud and Corrupt practices:** Bidders are hereby informed that canvassing in any form for influencing the process of notification of award would result in disqualification of the Bidder. Further, they shall observe the highest standard of ethics and will not indulge in any corrupt, fraudulent, coercive, undesirable or restrictive practices, as the case may be.
20. **“Corrupt practice”** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official.
21. **“Fraudulent practice”** means a misrepresentation of facts in order to influence Tender process or an execution of a contract to the detriment of the scheme and includes collusive practice among bidding Insurers/Authorized Representative (prior to or after bid submission) designed to establish bid prices at artificially non- competitive levels and to deprive the scheme the benefit of free and open competition.
22. IGIDR Mumbai will reject a proposal for award if it determines that the Insurer/Insurers have engaged in corrupt or fraudulent practices.
23. IGIDR Mumbai will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the bidding Insurer/Insurers have engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.
24. **Action against the Bidder:** Furnishing incorrect information in the offer, failure to act according to RFQ condition, non-fulfillment of any or whole of the contract may entail blacklisting of Insurer in addition to taking other appropriate action against the Insurer.

We hereby declare that I/we have read and understood the above terms and conditions that form part of the Formal Contract to be executed between us and the Institute. The same shall be binding upon me/us upon being declared as the Successful Bidder.

Place:

Signature of the Bidder with seal

Date:

SECTION-D
PRE-QUALIFICATION BID

- **Pre-Qualification Documents to be submitted by Bidder along with their quotation:**
 1. The bidder should be a registered under Insurance Act, 1938/IRDA and should have a valid license to carry out the General insurance business (Submit copy of license renewal receipt for 2022).
 2. The Insurance company should be in existence for the at least **10** years.
 3. The Bidder should have valid PAN and Goods and Service Tax registration number (GST). Should submit the copy.
 4. The bidder should have a claim settlement ratio of **92% & above** (average of last three financial years). Valid proof of last three years claim settlement ratio should be attached authenticated by IRDA or published by the Insurance Company on letterhead.
 5. The bidder should have average annual turnover of **INR 50.00 Crore** for last 03 financial years. The bidder should submit the self-declaration on letterhead for annual turnover amounts for last three financial years i.e. FY2020-21, and FY2021-22 and FY2022-23.
 6. Either the Registered Office or one of the Branch Offices of the bidder should be in the territory of MMRDA.
 7. The bidder should not be blacklisted/De-registered/debarred by any Government department/Public Sector Undertaking/Private Sector/or any other agency (Submit undertaking As per Annexure-A).

Bidders must submit documentary proof in support of meeting each of the above minimum qualification criteria. A simple undertaking by the bidder for any of the stated criteria will not suffice the purpose. All documentary proof must be listed on the letter pad of the company and enclosed in a cover, to be submitted along with the proposal through email duly stamped and signed by the authorized person of the agency.

SECTION-E
TECHNICAL BID

1. SCOPE OF SERVICE:

a. Statistics of Employees to be covered under insurance policy-

Category	No of members to be covered	Basic Sum Assured (INR in Lac)
Employees of the IGIDR (Staff and Faculty)	45 Nos.	60 times of monthly gross salary

(* Above numbers are tentative, and it may increase or decrease during the commencement of policy).

b. The Insurance Company should compulsory cover all the facilities extended in our current policy. (Copy of the current coverage is attached at Annexure – B).

2. Information to Bidder:

The bidder should note the employee active at work status for following employees as on date is as follows:

S. No	Employee Code	Nature of Job	Retirement Age	Date of Birth	Date of Joining	Gender	Remarks
				(DD/MM/YY)	(DD/MM/YY)	M/F	
1	2302EMP F52	Academic	65	21-Sep-60	09-Feb-23	M	
2	9109EMPF02	Academic	65	02-Jan-60	12-Sep-91	M	
3	9111EMPF29	Academic	65	19-May-62	14-Nov-91	M	
4	9112EMPF30	Academic	65	11-Jan-60	12-Dec-91	M	
5	9506EMPF34	Academic	65	23-Apr-62	21-Jun-95	M	
6	9602EMPF35	Academic	65	13-Mar-66	14-Feb-96	M	
7	9706EMPF36	Academic	65	13-Sep-59	12-Jun-97	F	
8	0007EMPF38	Academic	65	03-Jun-62	31-Jul-00	F	
9	0403EMPF42	Academic	65	18-Aug-69	19-Mar-04	M	
10	0410EMPF44	Academic	65	09-Apr-59	29-Oct-04	F	
11	0608EMPF46	Academic	65	09-Sep-75	21-Aug-06	M	
12	0610EMPF48	Academic	65	29-Jun-72	05-Oct-06	M	
13	0805EMPF50	Academic	65	16-Jan-76	02-May-08	M	
14	1312EMPF67	Academic	65	18-Nov-80	01-Nov-14	F	
15	1303EMP F61	Academic	65	02-Nov-81	07-Dec-19	F	
16	1815EMP F90	Academic	65	01-Sep-82	15-Jan-18	F	
17	1801EMPF94	Academic	65	15-Oct-91	01-Jun-18	F	
18	1907EMPF99	Academic	65	12-Mar-86	10-Jul-19	M	
19	1910EMP F100	Academic	65	11-Mar-87	22-Oct-19	M	

20	1911EMP F101	Academic	65	06-Nov-89	25-Nov-19	F	
21	2207EMPF102	Academic	65	09-Aug-91	01-Jul-22	F	
22	1002EMPS18	Administration	62	23-Feb-69	03-Feb-10	M	
23	2105EMPS105	Administration	60	25-Aug-71	17-May-21	M	
24	1404EMPS71	Administration	60	01-May-85	02-Apr-16	M	
25	1701EMPS86	Administration	60	18-Sep-73	02-Jan-17	M	
26	1701EMPS87	Administration	60	07-Mar-84	16-Jan-17	F	
27	9002EMPS13	Administration	60	20-Jun-67	05-Feb-90	F	
28	9106EMPS01	Administration	60	13-Jun-65	17-Jun-91	F	
29	9201EMPS14	Administration	60	16-Dec-66	01-Jan-92	F	
30	9209EMPS15	Administration	60	31-Oct-65	01-Sep-92	F	
31	9308EMPS04	Administration	60	12-Apr-68	27-Aug-93	M	
32	9312EMPS03	Administration	60	04-Apr-70	09-Dec-93	M	
33	9412EMPS20	Administration	60	22-Oct-68	01-Dec-94	F	
34	9604EMPS21	Administration	60	06-Aug-69	02-Apr-96	M	
35	9604EMPS22	Administration	60	02-Nov-66	22-Apr-96	M	
36	9611EMPS23	Administration	62	15-Jun-67	04-Nov-96	M	
37	1819EMPS92	Administration	60	20-May-80	19-Apr-18	M	
38	1309EMPS62	Administration	60	06-Feb-84	23-Sep-15	F	
39	1310EMPS63	Administration	60	24-Jan-80	09-Oct-15	F	
40	1310EMPS70	Administration	60	30-Oct-78	24-Oct-15	F	
41	1403EMPS69	Administration	60	27-May-79	04-Mar-16	F	
42	1403EMPS68	Administration	60	13-Jul-75	01-Mar-16	M	
43	1506EMPS77	Administration	60	13-Mar-79	23-Jun-17	M	
44	1009EMP F40	Academic	65	25-Aug-71	01-Sep-01	M	
45	0605EMP F45	Academic	65	07-Mar-73	03-May-06	M	on Extra Ordinary Leave

Date:

Signature of the Bidder with seal

Annexure – A*

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD

UNDERTAKING

- 1. We undertake if we are awarded the contract as mentioned in the RFQ Ref. No. IGIDR/RFQ/2023/ED/29 Dated 01.12.2023, we undertake to settle all the claims of IGIDR Mumbai within 45 days from the date of receipt of the claim and non-settlement would attract an interest at SBI lending rate for cash credits. We understand that failure to do so might affect our business prospects with IGIDR Mumbai adversely.**
- 2. We undertake that Insurance Policies shall cover all the members from Day 1 of commencement of policy.**
- 3. We undertake that compulsory cover all the facilities extended in current policy of IGIDR without any terms and conditions or exceptions. (Copy of the current coverage is attached at ‘Annexure –B’).**
- 4. We undertake that we have received the IRDA approval for Group Personal Accident Insurance Policy (The photocopy of the same is attached herewith).**
- 5. We undertake that there will be no subsequent increase in premium rates during the contract period.**
- 6. We undertake that the secrecy of IGIDR, Mumbai information/documents will be ensured at all times.**
- 7. We undertake to comply all the terms and conditions of this RFQ.**

Authorized Signatory

Date:

**To be submitted on company letterhead duly signed and stamped on it.*

Annexure – B*

Copy of Existing Policy:

Date: Thu, Jan 12, 2023
 Location: NOIDA
 Reason: Signing

GPA - NAMED POLICY SCHEDULE
IRDA/NL-HLT/OIC/P-P/V.1/457/13-14

Policy No. : 124600/48/2023/4598 Cover Note No. : - Insured's Code : AA0000073438 Insured's Name : INDIRA GANDHI INST. OF DEV. RESEARCH (GSTIN: 27AAATI0014Q1ZO) Address : GEN. A.K. VAIDYA MARG, FILM CITY ROAD, GOREGAON (EAST), MUMBAI 400063. Tel. /Fax /Email : / / 8097171963 / samir@igdr.ac.in	Prev.Policy No. : - Cover Note Date : - Issue Office code : 124600 Issue Office Name : MCDO 1 (GSTIN: 27AAACT0627R4ZW) Address : O 7, C M Tel. /Fax /Email : 2/ 2/ ar
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Agent/Broker Details
Dev.Off.Code : NA0000002705 DIRECT (MC DO 1)
Agent/Broker :
Address :
Tel/Fax/Email : //

Period of Insurance : FROM 00:00 ON 01/02/2023 TO MIDNIGHT OF 31/01/2024
 Collection No & Dt : CD A/C AA0000073438 GST INVOICE NO :2721705720 UIN :0
 Gross Premium : 28,000
 Co-insurance Details :

Number of persons covered	: 47
Total Sum Insured	: 603168420
AOA Limit	: 50000000

Details of Insured Persons :

No.	Emp No./ ID No.	Name	Age	Sex	Section/Cover	Sum Insured	Additional Covers

Additional Details of Insured Persons :

Location: NO/5A
Reason: Signing Policy f

Sr.No.	Name	Occupation	Pre-existing Disabilities	Risk Group	Assignee Name	Share %
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Total Sum Insured in words :
Total Premium in words :

Term of Insurance: As per the Clauses written hereunder and/or attached herewith
In case of any single accident, the liability under this policy shall be restricted to the AOA Limit specified in the Schedule.
In the event of a claim under the policy exceeding Rs. 1 lac or a claim for refund of premium exceeding Rs. 1 lac, the insured will comply with the provisions of the AML policy of the Company. The AML policy is available in all our operating offices as well as Company's website.
Where Loading for Medical Extension cover is 10%, the Policy is Extended to include payment of medical expenses due to accident upto 10% of the capital SI or 25% of the admissible PA claims amount or actual medical expenses incurred whichever shall be less

Excess : NIL

The insurance under this policy is subject to conditions, clauses, warranties, endorsements as per forms attached.

Warranted that in case of dishonour of premium cheque(s) the Company shall not be liable under the policy and the policy shall be void abinitio (from inception).

In witness whereof the undersigned being authorised by and on behalf of the Company has/have herein to set his/their hands at MCDO 1 (GSTIN: 27AAACT0627R4ZW) on 05TH DAY OF JANUARY 2023

Entered By :

Examined By :

Policy Printed By : 504602

IP :

Policy Printed On : 05-JAN-23 16:45:15

MAC :

Authorised Signatory

व्यक्तिगत दुर्घटना बीमा पॉलिसी (सामूहिक)

जबकि इसकी अनुसूची में नामांकित बीमाकृत व्यक्ति (जिसे इसके पश्चात बीमाकृत व्यक्ति कहा जायेगा) दि ओरिएण्टल इन्शोरेंस कम्पनी (जिसे इसके पश्चात "कम्पनी" कहा जायेगा) को इसकी बीमित व्यक्तियों की अनुसूची (जिसे इसके पश्चात "बीमित व्यक्ति" कहा जाएगा) में दिये गये व्यक्तियों के संबंध में बीमा के लिए प्रस्ताव किया है, तथा/अथवा इसकी अनुसूची में दिनांकित को घोषणा किया है जो इसमें अंतर्विष्ट किसी विवरण तथा वारंटियों के साथ-साथ राशि का आधार होगा तथा उसे इसमें शामिल कर लिया समझा जाएगा।

अब यह पॉलिसी इस बात की साक्षी है कि अनुसूची में कथित अवधि अथवा किसी बात की अवधि जिसके लिए कम्पनी पॉलिसी के स्वीकरण हेतु भुगतान स्वीकार करे के लिए भुगतान किया है अथवा कम्पनी को भुगतान करने के लिए सहमत हुआ है के प्रतिफलस्वरूप तथा अध्यक्षीन तथा इसमें अंतर्विष्ट अथवा अभियुक्त नियमों, उपबंधों, अगवावों तथा शर्तों अथवा इस पर पृष्ठांकित के अध्यक्षीन कम्पनी बीमाकृत व्यक्ति को इसके पश्चात बताये गये ढंग से तथा सीमा तक भुगतान करेगी बशर्ते कि यदि किसी बीमित व्यक्ति को बाह्य, उग्र दृश्य कारणों के एकमात्र और प्रत्यक्ष परिमाणस्वरूप दुर्घटना से शारीरिक जख्म पहुँचता है तो अनुसूची में विनिर्दिष्ट किसी भी बीमित व्यक्तियों के संबंध में इसके पश्चात निर्दिष्ट राशि का भुगतान किया जायेगा।

क) यदि जख्म होने के 12 कलेंडर माह के अंदर ऐसा जख्म बीमित व्यक्ति की मृत्यु का एक मात्र और प्रत्यक्ष कारण हो तो अनुसूची निर्दिष्ट यही मूल बीमा राशि ऐसे बीमाकृत व्यक्तियों पर लागू होगी।

ख) यदि ऐसे जख्म होने के 12 कलेंडर माह के अंदर ऐसा जख्म निम्नांकित पूर्व और अधिकतम्य हानि का एकमात्र और/या प्रत्यक्ष कारण हो

i) दोनों आंखों की ज्योति खोना अथवा दो पूर्ण हाथ या दो पैरों अथवा एक पूर्ण हाथ और एक पूर्ण पैर या शरिर से अलग हो जाने से वास्तविक हानि अथवा एक आंख की ऐसी हानि और एक पूर्ण हाथ और एक पूर्ण पैर की ऐसी हानि हो तो अनुसूची में निर्दिष्ट यही मूल बीमा राशि ऐसे बीमाकृत व्यक्तियों पर लागू होगी।

ii) दो हाथ या दो पैर अथवा एक हाथ और एक पैर के इस्तेमाल की पूर्ण और अधिकतम्य हानि अथवा एक आंख की हानि और एक हाथ या एक पैर के इस्तेमाल की ऐसी हानि हो तो वैसे बीमित व्यक्ति को लागू होने वाले यह अनुसूची में निर्दिष्ट मूल बीमा राशि।

ग) यदि ऐसे जख्म होने के 12 कलेंडर माह के अंदर ऐसा जख्म निम्नांकित पूर्व और अधिकतम्य हानि का एकमात्र और प्रत्यक्ष कारण हो

1) एक आंख की ज्योति खोना अथवा एक पूर्ण हाथ या एक पूर्ण पैर के शरीर से अलग हो जाने से वास्तविक हानि हो तो वैसे बीमित व्यक्ति को लागू होनेवाले अनुसूची में निर्दिष्ट मूल बीमा राशि का पचास प्रतिशत (50%)।

2) एक हाथ या एक पैर के शरिर से अलग न होने पर भी इस्तेमाल की पूर्ण और अधिकतम्य हानि हो तो वैसे बीमित व्यक्ति को लागू होने वाले अनुसूची में निर्दिष्ट मूल बीमा राशि का पचास प्रतिशत (50%)।

नोट: उपर्युक्त इलाज (ख) और (ग) के प्रयोजन से हाथ या पैर के शरिर से अलग हो जाने का तात्पर्य है हाथ का कलाई पर से उसके ऊपर से कटकर अलग हो जाना अथवा/या पैर का नली पर से या उससे ऊपर से कटकर ऊपर से अलग हो जाना।

PERSONAL ACCIDENT INSURANCE POLICY (GROUP)

WHEREAS the insured named in the Schedule hereto (hereinafter called the 'Insured') has made and/or caused to be made to ORIENTAL INSURANCE COMPANY LIMITED (hereinafter called 'the Company') proposal and/or declaration dated as stated in the Schedule hereto which together with any statements and warranties contained therein shall be the basis of this contract and is/are deemed to be incorporated herein, for the insurance hereinafter set forth in respect of persons detailed in the Schedule of Insured Persons (hereinafter called the 'Insured Persons')

Now this policy witnesseth that subject to and in consideration of the payment made or agreed to pay the Company the premium for the period stated in the Schedule or for any further period for which the Company may accept payment for the renewal of this Policy and subject to the terms provisions exceptions and conditions therein expressed or contained or hereon endorsed the Company shall pay to the INSURED to the extent and in the manner hereinafter provided that if any of the insured Persons shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means the sum hereinafter set forth in respect of any of the insured specified in the Schedule.

a) If each injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the death of the Insured Person the Capital Sum Insured stated in the Schedule here to applicable to applicable to such Insured Person.

b) If the injury within twelve (12) Calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

(i) sight of both eyes or of the actual loss by physical separation of the two entire hands or two entire feet or of one entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire hand and one entire foot, the Capital Sum insured stated in the Schedule hereto applicable to such insured Person.

ii) use of two hands or two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one foot, the Capital Sum Insured stated in the Schedule hereto applicable to such insured Person.

c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

(i) the sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot, fifty percent (50%) of the Capital Sum insured

to such

one hand or a

percent(50%)

of the Schedule

on.

Note : For the purpose of Clause (b) and (c) above physical separation of a hand or foot means separation of hand at or above the wrist and/or of the foot at or above the ankle.

(घ) यदि ऐसे जखम के प्रत्यक्ष परिणामस्वरूप बीमित व्यक्ति स्थायी रूपसे सम्पूर्ण और पूर्णरूपेण अशक्त हो जाता है जिससे वह किसी नियोजन में लगने में किसी भी प्रकार के नियोजन या व्यवसाय में लगे रहने में असमर्थ रहता है तो अनुसूची में निर्दिष्ट मूल बीमा राशि की 100% एक मुरत राशि ।

(च) यदि ऐसे जखम के एकमात्र और प्रत्यक्ष परिणामस्वरूप 12 कलेंडर माह के अंदर निम्नांकित के वास्तविक रूप से अलग कटजाने से उनके इस्तेमाल की पूर्ण और/या आंशिक अचिकित्सीय हानि होती है, तो वैसे बीमित व्यक्ति को लागू होने वाले मूल बीमा राशि पर निम्नांकित प्रतिशत का भुगतान किया जायेगा ।

मूल बीमा राशि का प्रतिशत

1)	अंगुलिया की हानि समस्त दोनों बड़ी अंगुलि अस्थि	20
	एक बड़ी अंगुलि अस्थि	5
	बड़ी को छोड़कर एक से अधिक अंगुलियों की क्षति प्रत्येक के लिए	2
2)	दोनों कानों की श्रवण शक्ति खोना	1
3)	एक कान की श्रवण शक्ति खोना	50
4)	एक हाथ की चार अंगुलियों की हानि	15
5)	चार अंगुलियों की हानि	40
6)	अंगूठे की हानि - दोनों अंगुली अस्थि	35
	एक अंगुली अस्थि	25
7)	तर्जनी की हानि - तीन अंगुली अस्थि	10
	दो अंगुली अस्थि	10
	एक अंगुली अस्थि	8
8)	मध्यमा की हानि - तीन अंगुली अस्थि	4
	दो अंगुली अस्थि	6
	एक अंगुली अस्थि	4
9)	अनामिका की हानि - तीन अंगुली अस्थि	2
	दो अंगुली अस्थि	5
	एक अंगुली अस्थि	4
10)	कनिष्ठिका की हानि - तीन अंगुली अस्थि	2
	दो अंगुली अस्थि	4
	एक अंगुली अस्थि	3
11)	करभास्थि (मेटाकारपला) की हानि प्रथम या द्वितीय (अतिरिक्त)	2
	तृतीय, चतुर्थ या पंचम (अतिरिक्त)	3
12)	कोई अन्य स्थायी चिकित्सक आंशिक अयोग्यता	व्यारा अनुमानित प्रतिशत

यदि ऐसा जखम अस्थिआयी पूर्ण अशक्तता का एकमात्र और प्रत्यक्ष कारण हो तो जब तक बीमित व्यक्ति किसी भी नियोजन या व्यवसाय में लगने के लिए पूर्णता अशक्त हो, तो मूल बीमा राशि का 1%तब तक प्रतिशत प्रतिसप्ताह किन्तु किसी भी प्रकार में सभी पॉलिसियों के अन्तर्गत कुल मिलाकर अधिकतम 3,000/- रुपये प्रति सप्ताह.

यह उपबंध है कि सब क्लाज (छ) के अन्तर्गत देय क्षतिपूर्ति

किसी एक जखम के लिए अशक्तता आरंभ की तिथि से परिकल्पित किये जाने पर 104 सप्ताह से अधिक अवधि तक नहीं दी जाएगी और किसी भी प्रकार में यह वैसे बीमाकृत व्यक्ति को लागू होनेवाले मूल बीमा राशि से अधिक नहीं होगी ।

शव को आवास तक पहुँचाने का खर्च और/या संस्कार का खर्च

पॉलिसी में परिभाषित दुर्घटना के कारण बीमाकृत व्यक्ति की उसके निवास स्थान के बाहर मृत्यु होने की दशा में कंपनी उपक्लॉज (क) से (च) अंतर्गत देय राशि के साथ साथ बीमाकृत व्यक्ति की मृत देह को उसके निवास स्थान पर ले जाने में हुए खर्च की और/या अंतिम संस्कार के खर्च की भी प्रतिपूर्ति करेगी जो मूल बीमा राशि का 2% या रु. 2,500/- जो भी कम हो के अध्यक्षीन होगा ।

रोजगार के नुकसान के लिए मुआवजा

पूर्ण अशक्तता के कारण रोजगार की हानि की स्थिति में बीमती राशि कां 1% या रु. 15,000/- जो भी कम हो, मुआवजा दिया जाएगा ।

चिकित्सा खर्च (जब इसके लिए अतिरिक्त प्रीमियम दिया हो)

दुर्घटना बीमा आवरण के लिए मूल प्रीमियम पर 10% की दर से अतिरिक्त प्रीमियम के भुगतान के अधीन स्वीकार्य वैध दावा राशि के 25% तक या 25% की दर से अतिरिक्त प्रीमियम के भुगतान के अधीन स्वीकार्य वैध दावा राशि के 50% तक चिकित्सा खर्च को सम्मिलित करने के लिए दुर्घटना बीमा अंश विस्तारित किया जा सकता है ।

d) If such injury shall as a direct consequence thereof immediately permanently totally and absolutely disable the insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever then a lump sum equal to hundred percent (100%) of the Capital sum insured stated in the Schedule hereto applicable to such insured Persons.

e) If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and or partial irrecoverable loss of use or of the actual loss by physical separation of the following then the percentage of the Capital Sum insured applicable to such insured Persons in the manner indicated below shall be payable.

	Percentage of the Capital 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	50
iii) Loss of hearing - one ear	15
iv) Loss of four fingers & thumb of one hand	40
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 metacarples - first or second (additional)	3
-third fourth or fifth (additional)	2
xii) Any other permanent partial disablement	Percentage as assessed by the Doctor

f) If such injury shall be sole and direct cause of temporary for disablement then so then so long as the insured Person shall be totally disable from engaging in any employment or occupation of any description whatsoever, a sum, at the rate of one percent (1%) of the Capital Sum Insured stated in the Schedule hereto per week but in any case not exceeding Rs. 3,000/- per week in all under all Personal Accident Policies covering such insured Person. Provided that the compensation payable under the foregoing sub-Clause (f) shall not be payable for more than 104 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed this Capital Sum insured applicable to such insured Person.

Expenses for Carriage of Dead Body and/or Funeral Expenses: In the event of death of insured person due to accident, as defined in the policy, outside his/her residence, the Company shall reimburse expenses incurred for transportation of insured's dead body to the place of residence and/or funeral expenses subject to a maximum of 2% of Capital Sum Insured or Rs. 2,500/- whichever is less.

Compensation for Loss of Employment :

The Compensation payable, in the event of loss of employment due to total disablement, will be at 1% of the insured or Rs. 15,000/- whichever is less.

Medical Expenses (when opted for an Additional Premium) : The Accident portion can be extended to include Medical Expenses to the extent of 25% of valid admissible claim amount subject to payment of additional premium at the rate of 10% or to the extent of 50 % of valid admissible claim amount subject to payment of additional premium at the rate of 25% on basic premium for accident cover.

अपवर्जन

सर्वद्वय क लिए उपबंध है कि कम्पनी इस पॉलिसी के अधीन निम्नलिखित के प्रति दायी नहीं होगी :

- 1) एक ही अवधि की अशक्तता के प्रति उपर्युक्त सब क्लोजों से एक से अधिक के अंतर्गत क्षतिपूर्ति क्लोज (छ) को छोड़कर ।
- 2) क्लोज (क), (ख), (ग), (घ) में किसी के अंतर्गत दावा स्वीकार किए उसी व्यक्ति और देय हो जाने की स्थिति में कोई दूसरा भुगतान ।
- 3) व्यक्तिगत दुर्घटना पॉलिसी के अंतर्गत किसी बीमा अवधि के दौरान एक से एक अधिक दावे होने पर भुगतान, जिस भुगतान से इस पॉलिसीकी सब क्लोज(क)में विहित कम्पनी के अधिकतम दायित्व में वृद्धि होती है ।
- 4) साप्ताहिक क्षतिपूर्ति का भुगतान जब तक कि कुल देय राशि का निर्धारण न किया गया हो और उसे स्वीकार न कर लिया गया हो ।
- 5) आगे दिए गए कारणों से बीमित व्यक्ति की मृत्यु, जख्म या अशक्तता के प्रति क्षतिपूर्ति का भुगतान (अ) जानबूझकर स्वयं क्षति, आत्महत्या या आत्महत्या का प्रयास । (आ) नशीली शराब या ड्रग के अधीन रहते हुए (इ) उड्डयन या बलून में रहते हुए या किसी वायुयान या बलून में चढ़ते या उससे उतरते या उसमें सवारी करते हुए-विधिवत् लाईसेंस शुदा मानक प्रकार के विमान को छोड़कर जिसमें बतौर यात्री (भाडा देकर या अन्यथा) दुनिया में कहीं भी यात्रा की जा रही हो, (ई) रतिय रोग या विशिष्टता के प्रत्यक्ष या परोक्ष कारणों से (उ) बीमाकृत व्यक्ति द्वारा अपराधिक प्रयोजनों से कानून भंग किए जाने पर उत्पन्न या परिणामी ।
- 6) बीमित व्यक्ति की मृत्यु, जख्म या अशक्तता के प्रति क्षतिपूर्ति का भुगतान जो युद्ध, आक्रमण, विदेशी शत्रु के कार्यकलाप, युद्ध सद्दृश्य गतिविधियां। (चाहे युद्ध की घोषणा हुई हो अथवा नहीं) गृह युद्ध बगावत, क्रांति, विद्रोह, गदर सेना द्वारा या अन्य द्वारा शासन हथियाने, किसी भी राष्ट्र स्थिति और प्रकार के राजाओं राजकुमारों और लोगों का अभिग्रहण, बंदीकरण गिरफ्तार और नजरबंदी के कारण उद्भूत या प्रत्यक्ष या परोक्ष रूप से होने वाली या परलक्षित कारणों से हो ।
- 7) बीमित व्यक्ति की मृत्यु या शारीरिक जख्म के प्रति क्षतिपूर्ति का भुगतान जो.

(क) किसी न्युक्लीय ईंधन या न्युक्लीन ईंधन के न्युक्लीय अवशेष के विस्फोट से रेडिओ धर्मी प्रत्यक्ष या परोक्ष कारणों से या उनसे उपगत या पैदा होने वाले आयनीकृत विकिरण या संदूषण से पैदा हो । इस अपवर्जन के प्रयोजन से "विस्फोट " में न्युक्लीय "फिरान" की स्वपोषित प्रक्रिया शामिल है ।

(ख) न्युक्लीय शस्त्र सामग्री से प्रत्यक्ष या परोक्ष रूप से उत्पन्न या उपगत । यह भी उपबंध है कि इस पॉलिसी की शर्तों और प्रतिबंधों (जो प्रतिबंध और पॉलिसी पर लगे सभी पृष्ठांकन पॉलिसी के हिस्से के रूप में पढ़े जाने हैं) का, जहां तक वे यहाँ अनुसूची में विहित बीमाकृत व्यक्ति बीमित व्यक्ति द्वारा किसी काम के किये जाने से सम्बद्ध हो, उचित अनुपालन और पूरा किया जान इस पॉलिसी के अंतर्गत कम्पनी के दायित्व की पूर्वगामी शर्त होगी ।

- 8) गर्भवकाल अपवर्जन क्लॉज - इस पॉलिसी के अंतर्गत बीमा शिशु-जन्म या गर्भवस्था के प्रत्यक्ष या परोक्ष कारणों से सहयोगित उपगत मृत्यु या अशक्तता या इनके कारण अशक्तता की अस्था में अथवा अवधि में हुई गर्भरता या वृद्धि के लिए विस्तारित नहीं किया जायेगा ।

शर्तें

- 1) किसी घटना के होने पर जिसके कारण इस पॉलिसी के अंतर्गत दावा हो सकता है, कम्पनी को पूर्ण विवरणों सहित तुरन्त लिखित नोटिस दिया जाना चाहिए। या दाह संस्कार से पूर्व मृत्यु के बाद एक कलेंडर माह के अन्दर दिया जाना चाहिए और आंखों की ज्योति चले जाने पर या अवयव कट जाने के एक कलेंडर माह के अन्दर इसका लिखित नोटिस दिया जाना चाहिए।
- 2) उन सभी मामलों के विषय में जिन पर दावा आधारित हो, कम्पनी को प्रमाण प्रस्तुत किया जाएगा । बीमित व्यक्ति को पहुंचे कथित जख्म या अशक्तता पर जब कभी और जितनी बार कम्पनी की ओर से युक्तियुक्त समझा जाए।
कम्पनी के चिकित्सक या अन्य एजेंट को बीमित व्यक्ति के परीक्षण किये जाने और मृत्यु होने पर बीमित व्यक्ति के शरीर की शव परीक्षा करने की अनुमति दी जाएगी । कम्पनी द्वारा समय-समय पर मांगे जाने वाले ऐसे प्रमाण और शवपरीक्षा रिपोर्ट यदि आवश्यक हो, कम्पनी द्वारा लिखित रूप में मांग किए जाने के 14 दिन के अंदर कम्पनी को प्रस्तुत किए जाएंगे और आंखों की ज्योति चले जाने के दावे के संबंध में बीमाकृत व्यक्ति द्वारा स्वयं के खर्च पर ऐसा आपरेशन या इलाज करवाया जायेगा जिसे कम्पनी युक्तियुक्त अपेक्षित समझे। परंतु नीचे दी हुई सभी देय राशि भुगतान योग्य होगी :

(i) मृत्यु या स्थायी पूर्ण अशक्तता के मामले में केवल संबंधित बीमित व्यक्ति, जिसे कोई प्रीभियम वापस किये बिना ऐसी राशि देय होगी, का नाम पृष्ठांकन द्वारा काटने के पश्चात

EXCEPTIONS

Provided always that the Company shall not be liable under this Policy for :-

1. Compensation under more than one of the forgoing sub-Clause in respect of the same period of disablement of the insured Person.
2. Any other payment of the same person after a claim under one of the Sub-Clause (a), (b), (c) or (d) has been admitted and become payable.
3. Any payment in case of more than one claim in respect of such insured Person under the Policy, during any one period of Insurance by which the maximum liability of the Company specified in the Schedule applicable to such insured Person exceed the sum payable under Sub-Clause (a) of this Policy to such insured Person.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Payment of compensation in respect of Death, injury or Disablement of the 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, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
(d) directly or indirectly caused by venereal disease or insanity
(e) arising or resulting from the insured Person committing any breach of law with criminal intent.
6. 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, restraint and Detainments of all kings, Princes and People of whatsoever nation condition or quality.
7. Payment of compensation in respect of death of or bodily injury to the insured Person.
a) directly or indirectly caused by or contributed to by or arising from Ionising, radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste 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 weapons materials. Provided also that the due observance and fulfillment of the terms and conditions of this policy (Which conditions and all endorsed hereon are to be read as part of this Policy) shall so far as they relate to anything to be done by the insured and/or insured Person be a condition precedent to any liability of the Company under this Policy.
8. **Pregnancy Exclusion Clause :**
The insurance under Policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

CONDITIONS

- 1) Upon the happening of any event which may give rise to a claim under this Policy written notice with all particulars must be given to the Company immediately. In case of death written notice also for the death must, unless reasonable cause is shown be given before interment cremation and in any case within one calendar month after the death and in the event of loss of sight or amputation of limbs, written notice hereof must also be given within one calendar month after such loss of sight or amputation.
- 2) 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 occasion of any alleged injury or disablement when and so often as the same may reasonable 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(s) Such evidence as the Company may from time to time require shall be furnished and a post mortem examination report, if necessary, be furnished within the space of fourteen days after in demand writing and in the event of a claim in respect of loss of sight, the insured Person(s) shall undergo at the Insured's expenses, such operation or treatment as the Company may reasonably deem desirable.

PROVISION

Provided the all sums payable hereunder shall be payable :

- i) in case of death or permanent total disablement only after deleting by an endorsement the name of the insured person in respect of whom such sum shall become payable without any refund of premium.

- (ii) न्यायी आंशिक अशक्तता के मामले में :
केवल बीमित व्यक्ति जिसे ऐसी राशि देय होगी उसके संबंध में दावा के अन्तर्गत स्वीकृत राशि को बीमित पूंजीगत राशि से एक घटाकन द्वारा घटाने के पश्चात्
- (iii) अस्थायी पूर्ण अशक्तता के मामले में :
ऐसी अशक्तता की समाप्ति पर
- 3) इस पॉलिसी के अंतर्गत कम्पनी किसी भी ऐसे दावे के भुगतान के लिए दायी नहीं होगी यदि ऐसा दावा किसी भी रूप में धोखाधड़ी से किया गया हो अथवा जिसके समर्थन में धोखाधड़ी से कोई ज्ञापन किया गया हो या ऐसी पद्धति अपनायी गयी हो, चाहे यह बीमाकृत व्यक्ति द्वारा किया गया हो या बीमाकृत व्यक्ति के एजेंट में किसी अन्य व्यक्ति द्वारा।
- 4) (क) बीमित व्यक्ति के कारोबार या पेशे में कोई परिवर्तन होने पर बीमाकृत व्यक्ति द्वारा तुरंत कम्पनी को सूचित किया जायेगा।
(ख) इस पॉलिसी के नवीकरण के लिए प्रीमियम भुगतान किए जाने पर बीमाकृत व्यक्ति द्वारा कम्पनी को लिखित सूचना दी जायेगी जिसमें बीमित व्यक्ति की उन बीमारियों शारीरिक दोषों या अशक्तता का विवरण होगा जो उसे विगत प्रीमियम भुगतान के बाद हुई हैं।
- 5) आपसी सहमति से पॉलिसी का प्रतिवर्ष नवीकरण किया जा सकता है। ऐसी स्थिति में पॉलिसी समाप्ति से पूर्व या पॉलिसी समाप्ति तिथि पर पश्चात्तवर्ती नवीकरण प्रीमियम का भुगतान कम्पनी को किया जायेगा तथापि नवीकरण प्रीमियम के भुगतान किए जाने की सूचना देने के लिए कम्पनी बाध्य नहीं होगी।
- 6) कम्पनी द्वारा लिखित रूप में नोटिस दिये जाने पर इस पॉलिसी को किसी भी सभ्य रद्द किया जा सकता है बशर्ते ऐसे प्रकरण में कम्पनी द्वारा बीमाकृत व्यक्ति को अंतिम भुगतान किए गए प्रीमियम को लौटा दिया जाएगा, जिस राशि में उम समाप्त बीमा अवधि के लिए यथानुपात प्रीमियम काट दिया जाएगा। इस नोटिस को यथेष्ट रूप से जारी किया गया माना जाएगा। यदि इसे कम्पनी के रिकार्ड में बीमाकृत व्यक्ति के पंजीकृत अंतिम पते पर डाक द्वारा भेजा गया हो और इसे बीमाकृत व्यक्ति द्वारा उस समय प्राप्त किया गया समझा जाएगा जिस अवधि में यह सामान्य डाक द्वारा भेजे जाने पर प्राप्त हो जाता अथवा उस पॉलिसी को बीमाकृत व्यक्ति द्वारा डाक प्रमाणित या पंजीकृत रसीदी डाक (ए/डी) से भेजे गए लिखित नोटिस द्वारा किसी समय रद्द किया जा सकता है। बीमाकृत व्यक्ति द्वारा ऐसे नोटिस के भेजे जाने की तिथि बशर्ते बीमाकृत व्यक्ति द्वारा कम्पनी को लिखित नोटिस भेजे जाने से पूर्व यहाँ उल्लिखित पॉलिसी के अन्तर्गत कोई दावा उपगत न हुआ हो, बीमाकृत व्यक्ति पॉलिसी जारी रहने की अवधि के लिए कम्पनी की अन्य अवधि पर कटौती के पश्चात् शेष प्रीमियम की वापसी का हकदार होगा।
- 7) इस पॉलिसी के संबंध में किसी न्याय, प्रभार लियन, समनुदेशन या अन्य विचार (डिजिटिंग) को कम्पनी मान्यता देने के लिए बाध्य नहीं होगी और न ही यह उससे प्रभावित होगी लेकिन सभी प्रकरणों में बीमाकृत व्यक्ति की रसीद कम्पनी के प्रति प्रभावी उन्मोचन मानी जाएगी।
- 8) यदि इस बीमा पॉलिसी के अधीन चुकाई जानेवाली राशि की मात्रा के संबंध में कोई मतभेद उत्पन्न होगा, दायित्व के अन्यथा स्वीकृत हो जाने पर उस मतभेद को अन्य सभी प्रश्नों से स्वतन्त्र रखते हुए मतभेद में सम्मिलित पक्षकारों द्वारा लिखित रूप से नियुक्त किए जाने वाले एक मध्यस्थ (आर्बिट्रेटर) के पास निर्णय के लिए या यदि वे एक अकेले मध्यस्थ पर सहमत नहीं होते हैं तो मध्यस्थों के रूप में दो ऐसे निष्पक्ष व्यक्तियों के पास निर्णय के लिए भेजा जाएगा जिसमें से एक समय-समय पर यथा संशोधित और वर्तमान प्रवृत्त आर्बिट्रेशन अधिनियम 1940 के उपबंधों के अनुसार अन्य पक्षकार द्वारा लिखित रूप से ऐसा करने के लिए कहे जाने के बाद दो कलेंडर माह के भीतर प्रत्येक पक्षकार द्वारा नियुक्त किया जाएगा यदि किसी नियुक्ति की अपेक्षा करने वाली लिखित सूचना की प्राप्ति के बाद दो कलेंडर माह के भीतर कोई पक्षकार मध्यस्थ की नियुक्ति करने से इन्कार करेगा या नियुक्ति नहीं करेगा, तो अन्य पक्षकार एकमात्र मध्यस्थ की नियुक्ति करने के लिए स्वतन्त्र होगा और मध्यस्थों के बीच असहमति होने की स्थिति में, वह मतभेद अधिनिर्णायक के निर्णय के लिए भेजा जाएगा, जो इनके द्वारा संदर्भ के बारे में बातचीत करने से पहले लिखित रूप से नियुक्त कर दिया गया होगा और जो मध्यस्थों के साथ बैठकों की अध्यक्षता करेगा, स्पष्ट स्वीकार कर लिया जाता है और समझ लिया जाता है कि यदि कम्पनी ने इस बीमा पॉलिसी के अधीन या उरने, बारे में विवाद किया है या दायित्व को स्वीकार नहीं किया है तो कोई मतभेद या विवाद इसमें पहले उपबंधित मध्यस्थता के लिए प्रेरणीय नहीं होगा। एतद्वारा आगे अभिव्यक्त रूप से यह भी स्वीकार और घोषित किया जाता है कि यदि कम्पनी इतने अधीन किसी दावे के लिए बीमाकृत व्यक्ति के प्रति न्यायन को स्वीकार नहीं करेगी और ऐसे अवकाश करने की तारीख से 12 कलेंडर माह के भीतर ऐसा दावा किसी न्यायालय के विवाद की विषयवस्तु नहीं बनेगा, तो वह याना सभी प्रयाजनों के लिए परित्यक्त कर दिया गया समझा जाएगा और उसके बाद उसके अधीन वसूली योग्य नहीं होगा।
- नोट : कानूनी विवेचन के लिए अंग्रेजी पाठ विधिमन्य होगा।
- ii) in case of permanent partial disablement - only after reduction by an endorsement of the capital Sum Insured by the amount admissible under the claim in respect of the insured person to whom such shall become payable and
- iii) in case of temporary total disablement upon termination of such disablement.
- 3) The Company shall not be liable to make any payment be in any manner fraudulent or supported by any fraudulent statement or device whether by the insured or by any person on behalf of the insured Person(s)
- 4) a) the insured shall give immediate notice to the Company of any change in any of the insured Person's business or occupation.
b) The insured shall on tendering any premium for the renewal of his 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 last preceding premium.
- 5) The Policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not however be bound to give notice that such Renewal Premium is due.
- 6) The company may at any time by notice in writing terminate this policy provided that the Company shall in that case return to the insured the then last paid premium in respect of such persons in respect of whom no claim has arisen less a prorate part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed to the insured at the address last registered in the Company's books and shall be deemed to have been received by the insured at the time when the same would be delivered in the ordinary course of post.
- OR**
The Policy may be cancelled at any time by the insured by a notice in writing under a certificate of Posting or a Regd. A. D. Such notice shall be deemed to be effective from the date of despatch of the same by the insured. Provided no claim has arisen under the within mentioned Policy prior to the despatch of such notice by the insured to the Company the insured to the Company the insured would be entitled to the return of premium less premium at Company's short period rates for the period the policy has been in force.
- 7) The Company shall not be bound to take notice or be affected by any notice of any trust charge lien assignment or other dealing with or relating to this Policy. The receipt of the insured shall in all cases be an effective discharge to the Company.
- 8) If any difference shall arises as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator of the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act, 1940, as amended from time to time and for the time being in force. In Case either party shall refuse or fail to appointed arbitrator within two calendar months after receipt of notice in writing enquiring an appointment the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.
- It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.
- It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- Note : For legal interpretation English version will hold good.