



SRI SURAKSHA - POLICY WORDINGS

WHEREAS the Insured named in the Schedule hereto had made or caused to be made to Shriram General Insurance Co. Ltd. (hereinafter called the 'Company') a written proposal dated as stated in the Schedule hereto (warranting the truth of the statements contained therein) which is the basis of this Contract and is deemed to be incorporated herein and has paid to the Company the premium herein stated for the insurance specified hereinafter 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.

GENERAL CONDITION

- 1. Insured:** Means the head of the family.
- 2. Family:** Means the parents, children, spouse of the insured.
- 3. Notice:** Every notice and communication to the Company required by this policy shall be in writing to the Office of the Company through which this insurance is affected.
- 4. Misdescription:** This policy shall be void and all Premiums paid hereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material information.
- 5. Reasonable care:** The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.
- 6. Cancellation:** The Company may at any time by seven days notice in writing cancel this policy, in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of Insurance. This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this policy has been in force at the short period scale of rates as per Fire Department provided no claim has been reported during policy period.
- 7. Fraud:** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device is used by the insured or any one acting on the Insured's behalf to obtain any benefit under this policy, all benefits under the Policy shall be forfeited.
- 8. Arbitration and Disclaimer :** If any dispute or difference shall arise as to the quantum to be paid under the Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Seat of arbitration will be Jaipur.

"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 arbitrators or umpire of the amount of the loss or damage shall be first obtained."

9. Limitation: It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, 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 purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

10. Observation of Terms and Conditions :- The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.

Coverage under the policy Section - I - Personal Accident

If at any time during the currency of this Policy, the Insured person (s) as named in the Schedule shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, then the Company shall pay to the Insured or his legal personal representative(s), as the case may be, the sum or sums hereinafter set, forth, that is to say:

(a) **If such injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the Insured, the Capital Sum Insured stated in the Schedule hereto.**

Additional Benefits:

In case of accidental death of head of the family, in addition to death benefit following benefits are also payable.

- i) Children Marriage Fund - Rs. 25,000
- ii) Children Education Fund - Rs.10, 000.

(b) If such injury shall within six 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 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 or one entire foot, the Capital Sum Insured stated in the Schedule hereto
- 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 hand or one foot, the Capital Sum Insured stated in the Schedule hereto.

(c) If such injury shall within six 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 of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto
- ii) Total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.

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

- (d) If such injury shall, as a direct consequence thereof, immediately permanently totally and absolutely, disable the Insured person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured.
- (e) In such injury shall within six months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the capital Sum Insured as indicated below shall be payable. :

		Percentage of Capital Sum Insured
i)	Loss of toes	
	- all	20
	- Great - both phalanges	05
	- Great one phalanx	02
	- Other than great, if more than one toe lost for each	01
ii)	Loss of hearing - both ears	50
iii)	loss of hearing - one ear	15
iv)	loss of four fingers and thumb of one hand	40
v)	Loss of four fingers	35
vi)	Loss of thumb	
	- both phalanges	25
	- Loss of thumb – one phalanx	10
vii)	Loss of index finger	10
	1. three phalanges	08
	2. two phalanges	04
	3. One phalanx	
viii)	Loss of middle finger	
	- three phalanges	06
	- Two phalanges	04
	- One phalanx	02
ix)	Loss of ring finger	
	- three phalanges	05
	- two phalanges	04
	- one phalanx	02
x)	Loss of little finger	
	- Three phalanges	04
	- Two phalanges	03
	- One phalanx	02
xi)	Loss of metacarpals	
	- first or second (additional)	03
	- third, fourth or fifth (additional)	02

(f) Medical Benefit – Rs 5000 per amputation.

Maximum liability in case of individual insured person, individual personal accident section is fixed subject to overall floating limit for all family members/parents.

EXCEPTIONS

PROVIDED ALWAYS THAT:

The Company shall not be liable under this Policy for:

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
2. Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clause (a) of this Policy.
3. Payment of compensation in respect of Death, injury or Disablement of the Insured (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 whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, aids or insanity, (e) arising or resulting from the Insured committing any breach of law with criminal intent.

Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engine.

4. Payment of compensation in respect of Death, Injury or Disablement of the Insured due to or arising out of or directly or indirectly connected with or traceable to: war, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment of all kings, princes and people of whatsoever nation condition or quality.
5. Payment of Compensation in respect of death of, or bodily injury to the Insured
 - (a) Directly or indirectly caused by or contributed to by or arising from Ionizing radiations or contamination by radioactivity 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 weapon material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.

6. **Pregnancy Exclusion Clause** : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

SECTION – II
Fire & Allied Perils – Building/Contents

The Company will indemnify the insured in respect of loss of or damage to the Building and/or Contents whilst contained in the insured premises by:

I. Fire

Excluding destruction or damage caused to the property by

- (a) (i) Its own fermentation, natural heating or spontaneous combustion.
- (a) (ii) Its undergoing any heating or drying process.
- (b) Burning of property insured by order of any Public Authority.

II. Lightning

III. Explosion / Implosion

Excluding destruction or damage caused to the boilers (other than domestic boilers), economizers or other vessels in which steam is generated, machinery or apparatus subject to centrifugal force by its own explosion/implosion.

IV. Aircraft Damage

Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

V. Riot, Strike, Malicious and terrorist Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by :

- a) Total or partial cessation of work or the retarding or interruption or cessation of any process or operations or omissions of any kind.
- b) Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c) Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d) Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance or public peace) in any malicious act.

If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

VI. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation

VII. Impact Damage

Impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by

- a) The Insured or any occupier of the premises or
- b) Their employees while acting in the course of their employment

- VIII. Subsidence and Landslide including Rock slide
Destruction or damage caused by Subsidence of part of the site on which the property stands or Land slide / Rock slide excluding:
- a) The normal cracking, settlement or bedding down of new structures
 - b) The settlement or movement of made up ground
 - c) Coastal or river erosion
 - d) Defective design or workmanship or use of defective materials
 - e) Demolition, construction, structural alterations or repair of any property or ground works or excavations.
- IX. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- X. Missile testing operations
- XI. Leakage from Automatic Sprinkler Installations
Excluding destruction or damage caused by
- a) Repairs or alterations to the buildings or premises
 - b) Repairs, Removal or Extension of the Sprinkler Installation
 - c) Defects in construction known to the Insured.
- XII. Bush Fire
Excluding destruction or damage caused by Forest Fire.
- XIII. Earthquake (Including loss or damage by fire)

CONDITIONS

1. The Company shall not be liable in respect of:-

- a) Loss, damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion revolution, insurrection military or usurped power or civil commotion or loot or pillage in connection therewith.
- b) Loss or damage caused by depreciation or wear and tear.
- c) (i) loss, destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising there from or any consequential loss. (ii) any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from Ionising radiation of or contamination by radio activity from any nuclear weapons material.

2. Contribution : If at the time of loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the insured or by any person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

3. Indemnity : The Company may at its option, reinstate, replace or repair the property or premises lost or damaged or any part thereof instead or paying the amount of loss or damaged or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to spend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage or more than the Sum Insured by the Company thereon.

4. Average: If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the sum insured thereon then the insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly.