

GOVERNMENT OF RAJASTHAN
STATE INSURANCE PROVIDENT FUND DEPARTMENT
(GENERAL INSURANCE FUND)
2nd FLOOR,'D' BLOCK,VITTA BHAWAN,JANPATH,JAIPUR. PHONE 2740219,2740292

GROUP PERSONAL ACCIDENT POLICY
(General Insurance Scheme)
(For Board, Corporation, Autonomous Bodies and Co-operative Sector)

WHEREAS the Insured named in the Schedule hereto (hereinafter called the insured) has made and/or caused to be made to the State Insurance & Provident Fund Department (General Insurance Fund), Jaipur (hereinafter called the General Insurance Fund) proposals 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 to the General Insurance Fund the premium for the period stated in the Schedule or for any further period for which the General Insurance Fund may accept payment for the renewal of this policy and Subject to the terms, provisions, exceptions and conditions General Insurance Fund shall pay to the INSURED to the extent and in the manner hereinafter provided that if any of the Insured persons shall :-

1. Sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, the sum hereinafter forth in respect of any of the Insured Persons specified in the Schedule.
 - a) If such injury shall within twelve 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 hereto applicable to such Insured Person.
 - b) if such injury within twelve 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 or 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 hand or one foot, the Capital Sum Insured stated in the Schedule hereto.
 - 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 stated in the Schedule hereto applicable to such Insured person.

NOTE : For the purpose of Clauses(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.

- 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 Person.
- e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or of the actual loss by physical separation of the following, then the Capital Sum Insured applicable to such Insured Person in the manner indicated below:

	Benefit/Compensation payable Rs.
a) Loss of hearing :	
i) Both ears	1 Lac
ii) One ear	30 Thousand
b) Loss of thumb and finger of hand :	
i) Loss of four fingers and thumb of one hand (All phalanges)	80 Thousand
ii) Loss of four fingers except thumb (All phalanges)	50 Thousand
c) Loss of thumb :	
i) One thumb (both phalanges)	50 Thousand
ii) One thumb (One phalanx)	20 Thousand
d) Loss of Fingers except thumb :	
i) Any finger (All phalanges)	12 Thousand
ii) Any finger (Two phalanges)	10 Thousand
iii) Any finger (One phalanx)	6 Thousand
e) Loss of toes of any leg :	
i) Including great toe (All phalanges)	40 Thousand
ii) One great toe (Both phalanges)	10 Thousand
iii) One great toe (One phalanx)	4 Thousand
iv) Toes except great toe(Both phalanges)	2 Thousand (Per toe)
v) Toes except great toe (One phalanx)	1 Thousand (Per toe)
f) Loss due to burning :	
BURNS	
i) 50% or more of entire body	1 Lac
ii) 40% or more but less than 50% of entire body	75 Thousand
iii) 30% or more but less than 40% of entire body	50 Thousand

in the event of death of the insured person due to accident, as defined in the policy, outside his/her place of residing shall pay Rs. 2,000/- in addition to the amount payable under sub-clause (a) to (e) to be incurred in Transportation and cremation etc.

EXCEPTIONS

PROVIDED ALWAYS THAT:

The General Insurance Fund 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 of the Insured Person.
2. Any other payment to the same person after a claim under one of the Sub-clauses(a),(b),(c) or (d) or (e) 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 General Insurance Fund 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 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 intoxication liquor or drugs or any such substances whether directly or indirectly caused by or contributed to by it, (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 any where in the world, (d) directly or indirectly caused by any diseases or insanity, (e) arising or resulting from the Insured Person committing any breach or law with or without 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.)

5. 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, people of whatever nation condition or quality sever.
6. Payment of compensation in respect of death of, or bodily injury or any disease or illness to the insured Person:
 - k) Directly or indirectly caused by or contributed to by or arising from and ionising radiations or contamination by radioactivity 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.
 - l) Directly or indirectly caused by or contributed to by or arising from nuclear weapons materials.

Provided also that the due observance and fulfilment of the terms and conditions of this policy (which condition and endorsements hereon are to be read as part of this policy) shall so far as they relate to anything to be done or not to be done by the Insured and/or Insured Person be a condition precedent to any liability of the General Insurance Fund under this policy.

7. **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 pregnancy or in consequence thereof.

8. **Surgical 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 any Surgical Operation.
9. The death caused by an accident in case the applicant has been travelling by unauthorised means of transportation e.g. over- crowded Jeep, Jugad, roof of bus or train etc. etc.

CONDITIONS

6. Persons who can be appointed nominee :-
- (1) The insured shall be entitled to appoint husband/wife, child/children, brother(s), sister(s), father or mother of the insured as nominee.
 - (2) The insured shall be entitled to appoint other person as his/her nominee if no relation mentioned in (1) above is alive at the time of making nomination.
Note (i) 'Step' mother, father, brother, sister or children are included in 1(1) above.
Note (ii) Nomination of any person if any relation as mention in Rule 1(1) is alive shall be deemed to be null & void. however if any such relation except husband/wife is acquired after filing of nomination, the nomination shall not become invalid.

Provided, however, that nomination made in favour of any person before marriage of the insured and not cancelled thereafter will after his/her marriage be automatically deemed to have been cancelled in favour of wife/husband.

2. Payment of Claim in the absence of nomination :
- In the absence of nomination, the claim amount will be paid in equal proportion to the following:-
- (a) Wife or Husband, Sons and Unmarried daughters.
 - (b) In case of no such member as mentioned at (a) above are alive, to the widow daughters, brothers below the age of 18 years. Unmarried and widowed Sisters, Father or Mother.
 - (c) In case no members amongst those mentioned at (a) & (b) above are alive, the claim amount shall be paid to the person producing the Succession Certificate of the Competent Court of Law.

NOTE: (a) and (b) will include step Children.

3. 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 GIF immediately. In case of death, written notice also for the death must, unless reasonable cause is shown, be given before internment/cremation and in any case, with one calendar month after the death and in the event of loss of sight or amputation of limbs written notice thereof must also be given within one calendar month after such loss of sight or amputation.
4. Proof satisfactory to the Fund shall be furnished of all matters upon which a claim is based. Any medical or other agent or investigator/officers of the Fund shall be allowed to examine the Proximate cause & circumstance evidence for insured person(s) on the occasion of any alleged injury of disablement/death when and so often as the same may reasonably be required on behalf of the Fund and in the event death to make a post-mortem examination of the body of the insured person(s). Such evidence as the Fund may from time to time require shall be furnished immediately. No sum payable under this policy shall carry interest.

5. Provided that the within mentioned policy covers up 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 Fund immediately and claim form with all satisfactory proofs i.e. death certificate, PMR, treatment report, FIR & FR/Challan, Panchnama, Naksha Moka, Witness Statement, MTI report, DL, Original Proposal form be submitted latest by 2 months from the date of incident. All such documents/information must be submitted to the Fund latest by 6 month along with mentioning the reasons of delay otherwise claim to be closed as "No claim". No claim form would be entertained after 6 months.
6. The Fund shall not be liable to make any payment under this policy in respect of any claim, if such claim 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).
7. The insured on the renewal of this policy shall give notice in writing to the Fund 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.
8. The Fund shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealings with or relating to this policy. The receipt of the Insured or his legal personal representative shall in all cases be an effective discharge to the Fund.
9. If any difference shall arise as to the amount to be paid under this policy, (liability being otherwise admitted) Such differences shall independently of all other questions be referred to the decision of State Government and the decision of the state Govt. will be final and abiding to all concerned.
10. 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 the claimant shall first file an application for review/revision against the decision of repudiation before the competent authority of the fund within 3 months from the date of decision.
11. It is also hereby further expressly agreed and declared that if the Fund shall disclaim liability to the insured/claimant(s) for any claim hereunder and such claim shall not within 6 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 the purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
12. "The onus of proving the death by the accident will lie with the applicant" which means that it will be duty of the applicant to lodge an F.I.R., get a post-mortem done etc. to substantiate the claim that the death was by accident.
13. "The department will not be liable for interest on the sum assured of the policy for delays caused bonafide or by the process of law or by the redressal of grievances from the courts of law".

AUTHORISED SIGNATORY