The Company agrees and undertakes to pay claim subject to the maximum total sum insured under this policy provided that difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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 but the receipt of the Insured shall in all cases be a full, valid and effectual discharge to the Company.

Provided no claim has arisen under a policy prior to the dispatch of such notice by the Insured to the Company, the Insured shall be entitled to a return of premium at Company’s short period scales (Table given here below), for the period the policy has been in force.

<table>
<thead>
<tr>
<th>Period of Risk</th>
<th>Premium to be charged (% of the Annual Rate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to one month</td>
<td>25%</td>
</tr>
<tr>
<td>Up to three months</td>
<td>50%</td>
</tr>
<tr>
<td>Up to six months</td>
<td>75%</td>
</tr>
<tr>
<td>Above six months</td>
<td>Full Annual Rate</td>
</tr>
</tbody>
</table>

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 but the receipt of the Insured shall in all cases be a full, valid and effectual discharge to the Company.

8. If any dispute or difference shall arise 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 a sole arbitrator to be appointed in writing by the parties thereto 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.

9. The Company agrees and undertakes to pay claim subject to the maximum total sum insured under this policy provided that Company is bound and liable to pay in accordance with the terms and conditions of this policy only and only if a demand or claim on the company in writing is made within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.

For Reliance General Insurance Company Limited

Authorized Signatory

Reliance Personal Accident Insurance Policy (Group)

PREAMBLE:

Whereas the Insured named in the Schedule hereto (hereinafter called the "Insured") has made and/or caused to be made to Reliance General Insurance Company Limited (hereinafter called "the Company") a written proposal and/or declaration 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 specified in the Schedule (hereinafter called the "Insured Persons").

OPERATIVE CLAUSE

NOW THIS POLICY WITNESSETH that in consideration of the payment made or to be made, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938, and the rules made thereunder to the Company, of 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 herein expressed or contained or hereon endorsed, the Company shall, if any of the Insured Persons shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, pay to the Insured to the extent and manner hereinafter set forth in respect of such Insured Person specified in the Schedule -

a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of death of the Insured Person, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;

b) 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) 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 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 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 of one entire foot, fifty per cent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured Person;
   ii) use of a hand or a foot without physical separation, fifty per cent (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 means separation at or above the wrist and of the foot means 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 per cent (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/or partial and irrecoverable loss of use of or of the actual loss by physical separation of the following: then the percentage of the Capital Sum Insured applicable to such Insured Person in the manner indicated below:

Registered Office Reliance General Insurance Co. Ltd., 19, Reliance Centre, Walchand Hirachand Marg, Ballard Estate, Mumbai - 400 038
irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

7. 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, military or usurped power, seizure, capture, arrests, restraints and detainments of all Kings, Princes and people of whatsoever nation, condition or quality.

8. Payment of compensation in respect of death of, or bodily injury or any disease to the insured person directly or indirectly caused by or contributed to by or arising from:
   a) Ionizing radiation or contamination by radioactivity from any nuclear fuel of from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
   b) Nuclear weapon material.

Provided that 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 and/or Insured Person and truth of the statements and answers in the said written proposal shall be a condition precedent to any liability of the Company under this policy.

9. 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 misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

CONDTIONS

1. Upon the happening of any event which may give rise to a claim under this policy, written notice with full particulars must be given to the Company immediately where required, the accident shall be intimated to the Police Authorities forthwith and a report obtained. In case of death, written notice of the death must, unless reasonable cause is shown, be so given before internment/cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.

2. Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post-mortem examination of the body of the Insured. Such evidence as the Company may from time to time require shall be furnished and a postmortem report, be furnished within fourteen days after demand in writing and in the event of a claim in respect of loss of sight the insured person shall undergo at the Insured’s expense such operation or treatment as the Company may reasonably deem desirable. Provided that all sums payable hereunder shall be payable in the case of:
   i) 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) permanent partial disablement, only after reduction of Capital Sum Insured, by an amount admissible under the claim in respect of the insured person in respect of whom such sum shall become payable without any refund of premium; and
   iii) temporary total disablement upon termination of such disablement.

No sum payable under this policy shall carry interest.

3. The Company 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 any one acting on Insured’s behalf.

4. (a) The Insured shall give immediate notice to the Company of any change in business or occupation.
   (b) The Insured shall on tendering any premium for the renewal of this policy give notice in writing to the Company of any change in business, physical defect or infirmity with which insured persons may have become affected since the payment of last preceding premium.

5. This 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.

6. The Company may at any time, by notice in writing, terminate the policy, provided that the Company shall in that case return to the Insured the then last paid premium less a pro rata 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 certificate of posting or by Regd. A/D. Such notice shall be deemed to be effective from the date of dispatch of the same by the Insured.

### ADDITIONAL BENEFITS

1. **CARRIAGE OF DEAD BODY:** In the event of death of the Insured Person due to accident as defined in the policy outside his/her residence, the Company in addition to the amount payable under foregoing Clause (a) shall also pay for transportation of insured person’s dead body to the place of residence, a lump sum of 2% of Capital Sum Insured or Rs. 2,500/- whichever is less.

### EXCEPTIONS

Provided ALWAYS THAT the Company shall not be liable under this policy for:

1. Death or disablement directly or indirectly caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

2. Compensation under more than one of the foregoing Clauses in respect of the same period of disablement of the Insured Person.

3. Any other payment to the same person after a claim under one of the foregoing Clauses (a), (b) or (d) has been admitted and become payable save for payments under medical expenses extension and or for carriage of dead body.

4. 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 applicable to such Insured Person would exceed the sum payable under the foregoing Clause (a) of this policy to such Insured Person. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.

5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.

6. 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 whilst mounting into, dismantling from or travelling in any aircraft or balloon 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 or without criminal intent.

*‘Standard type of aircraft’ means any aircraft duly licensed to carry passengers (for hire or otherwise) by an appropriate authority.