

Pradhan Mantri Suraksha Bima Yojana

Policy Wordings

Section 1: Preamble

This **Policy** is a contract of insurance issued by SBI General (hereinafter called **We/ Us/ Company**) to the proposer specified in the **Policy Schedule/ Certificate of Insurance** (hereinafter called the 'Insured') to cover the person(s) named in the Policy Schedule/ Certificate of Insurance (hereinafter called the "**Insured Persons**"). The **Policy** is based on the statements and declarations provided in the Proposal Form by the proposer and is subject to receipt of the requisite premium.

Note: The Description Specified under this wording throughout the Insurance **Policy** is only to aid **Your** understanding of the Coverage / Benefit Offered. In case of dispute, the Terms and Conditions detailed in the **Policy** Document and **Policy Schedule/ Certificate of Insurance** shall prevail.

Section 2: Definitions

The terms defined below and other junctures in the **Policy** have the meanings ascribed to them wherever they appear in this **Policy** and, where the context so requires references to the singular include references to the plural; references to the male includes the female and references to any statutory enactment includes subsequent changes to the same and vice versa.

2.1. Standard Definitions

- Accident/ Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means
- Bodily Injury/ Injury** means **Accidental** physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a **Medical Practitioner**.
- Condition Precedent** means a **Policy** term or condition upon which the **Insurer's** liability under the **Policy** is conditional upon.
- Disclosure to Information Norm** means the **Policy** shall be void and all premiums paid hereon shall be forfeited to the **Company**, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- Grace Period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a **Policy** in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received.
- Medical Practitioner/ Physician/ Doctor** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- Migration** means a facility provided to **Policy Holders** (including all members under family cover and Group policies), to transfer the Credits gained for pre-existing diseases and specific waiting periods from one health insurance **Policy** to another with the same **Insurer**.
- Notification of Claim** is the process of notifying a claim to the **Insurer** or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
- Portability** means a facility provided to the health insurance **Policy Holders** (including all members under family cover), to transfer the Credits gained for, pre-existing diseases and specific waiting periods from one **Insurer** to another **Insurer**.
- Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of **Grace Period** for treating Renewal continuous for the purpose of all waiting periods.

2.2. Specific Definitions

- Certificate of Insurance** means the certificate issued to the **Policyholder /Certificate Holder/ Insured** in line with the terms and conditions as agreed upon in the master policy attached to and forming part of this insurance contract mentioning details including but not limited to, details of the **Insured Persons**, coverage, sections and benefits applicable, the **Sum Insured**, the **Policy Period**, premium paid (including duties, taxes and levies thereon). The **Certificate of Insurance** can alternatively named as **Policy Schedule**.
- Complainant** means a **Policyholder** or prospect or any beneficiary of an insurance **Policy** who has filed a **Complaint** or **Grievance** against **Us** or a Distribution Channel.
- Complaint or Grievance** means written expression (includes communication in the form of electronic mail or other electronic scripts), of dissatisfaction by a **Complainant** with **Insurer**, Distribution Channels, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such **Insurer**, Distribution Channels, intermediaries, insurance intermediaries or other regulated entities. Explanation: An inquiry or request would not fall within the definition of the "**Complaint**" or "**Grievance**".
- Insured/ Insured Person/ Policyholder/ Certificate Holder** means the person named in the **Policy Schedule/ Certificate of Insurance**.
- Master Policyholder** means an entity, who facilitates selling and solicitation of this **Policy** and there is a clear evident relationship between the entity and the Insured Person and has agreed on the coverage, premiums, terms and conditions. These pre-agreed terms and conditions form the master policy and shall be the basis of the coverage offered to the **Policyholder/ Insured**.
- Nominee** means the person selected by the **Policyholder** to receive the benefit in case of death of the **Insured** thus giving a valid discharge to the **Insurer** on settlement of claim under an insurance **Policy**.
- Permanent Disability** means the bodily injury that results in total and irrevocable loss of a body part or sensory organ specified under Section 3.
- Policy** means the proposal, the **Policy Schedule/ Certificate of Insurance**, the **Policy** documents and any endorsements attaching to or forming part thereof either on the effective date or during the **Policy Period**.
- Policy Period** means the period between the commencement date and the expiry date as mentioned in the **Policy Schedule/ Certificate of Insurance**.
- Sum Insured** means the amount specified as **Sum Insured** in the **Policy Schedule/ Certificate of Insurance**. **Sum Insured** is the maximum cumulative liability, we shall pay for the claims made by the **Insured Person** (irrespective of the number of claims made) in a **Policy Period**.
- You/ Your/ Yourself** means the **Insured Person** shown in

the **Policy Schedule/ Certificate of Insurance**.

12. **We/ Our/ Us/ Company/ Insurer** means the SBI General Insurance **Company** Limited.

Section 3: Scope of Cover

We hereby agree subject to the terms, conditions and exclusions contained or expressed herein, to compensate the **Insured Person**, during the **Policy Period**, as per the covers and limits specified in the **Policy Schedule/ Certificate of Insurance**.

We shall pay to the **Insured Person/ Nominee/ Legal Heir** the sum or sums hereinafter set forth in the below listed Table of Benefit, on the occurrence of Accidental death or occurrence of the following **Permanent Disability** of the **Insured Person**, provided such death or **Permanent Disability** results solely and directly from an **Injury**, within twelve months from the date of **Accident** resulting in such **Injury**, provided that the date of occurrence of the Accident falls within the **Policy Period** or as prescribed by the government.

Table of Benefit:

Covers	Sum Insured (INR)
A. Death	2,00,000
B. Total and irrecoverable loss of both eyes or loss of use of both hands or feet or loss of sight of one eye and loss of use of hand or foot.	2,00,000
C. Total and irrecoverable loss of sight of one eye or loss of use of one hand or foot	1,00,000

Section 4 Exclusions

We will not make any payment for any claim in respect of any **Insured Person** directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this **Policy**.

- Any payment exceeding **Sum Insured**, as mentioned under cover A. and B. of Table of Benefits during any one **Policy Period** for the **Insured Person**.
- Any payment in case of more than one claim, during any one **Policy Period**, by which **Our** liability in that period would exceed ₹2,00,000/-.
- Any other payment after a claim under any of the benefits under cover A. or B. in the Table of Benefits has been admitted and becomes payable.
- Any claim of the **Insured Person**, directly or indirectly due to War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
- Any **Accidental Bodily Injury** that **Insured Person** meet with:
 - From intentional self-injury (unless in self-defence or to save life), suicide or attempted suicide;
 - Whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication.
 - Arising or resulting from the **Insured Person** committing any breach of law with criminal intent.
 - Arising out of any existing disability.
- Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion

of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.

- Nuclear weapons material.
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - Nuclear, chemical and biological terrorism.
- Death or disability resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
 - Participation in an actual or attempted felony, riot, crime, misdemeanour, or civil commotion.

Section 5 Terms and Clauses

5.1. Condition Precedent to the contract

1. Disclosure of Information

The **Policy** shall be void and all premiums paid thereon shall be forfeited to the **Company** in the event of misrepresentation, mis-description, or non-disclosure of any material fact by the **Policyholder**.

(Explanation: "Material facts" for the purpose of this **Policy** shall mean all relevant information sought by the **Company** in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk).

2. Condition Precedent to Admission of Liability

The terms and conditions of the **Policy** must be fulfilled by the **Insured Person** for the **Company** to make any payment for claim(s) arising under the **Policy**.

3. Territorial Limits

We cover **Accidental Bodily Injury** sustained during the **Policy Period** anywhere in the world (subject to the travel and other restrictions that the Indian Government may impose), but **We** will only make payment within India and in Indian Rupees only.

4. Nomination

The **Policyholder** is required at the inception of the **Policy**, to make a nomination for the purpose of payment of claims under the **Policy** in the event of death of the **Policyholder**. Any change of nomination shall be communicated to **Us** in writing and such change shall be effective only when an endorsement on the **Policy** is made. In the event of death of the **Policyholder**, **We** will pay the **Nominee** (as named in the **Policy Schedule/ Certificate of Insurance/ Endorsement** (if any)) and in case there is no subsisting **Nominee/ Legal Heir** or legal representatives of the **Policyholder** whose discharge shall be treated as full and final discharge of its liability under the **Policy**.

5. Terms and conditions of the Policy

The terms and conditions contained herein and, in the **Policy Schedule/ Certificate of Insurance**, shall be deemed to form part of the **Policy** and shall be read together as one document.

5.2. Condition Applicable During the Contract

6. Fraud

If any claim made by the **Insured Person**, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the **Insured Person** or anyone acting on his/her behalf to obtain any benefit under this **Policy**, all

benefits under this **Policy** and the premium paid shall be forfeited.

Any amount already paid against claims made under this **Policy**, but which are found fraudulent later shall be repaid by all recipient(s)/**Policyholder(s)**, who has made that particular claim, who shall be jointly and severally liable for such repayment to the **Insurer**.

For the purpose of this clause, the expression "Fraud" means any of the following acts committed by the **Insured Person** or by his agent or the hospital/**Doctor**/any other party acting on behalf of the **Insured Person**, with intent to deceive the **Insurer** or to induce the **Insurer** to issue an insurance **Policy**:

- The suggestion, as a fact of that which is not true and which the **Insured Person** does not believe to be true;
- The active concealment of a fact by the **Insured Person** having knowledge or belief of the fact;
- Any other act fitted to deceive; and
- Any such act or omission as the law specially declares to be fraudulent.

The **Company** shall not repudiate the Claim and/or forfeit the **Policy** benefits on the ground of Fraud, if the **Insured Person**/beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the **Insurer**.

7. Notice and Communication

Any notice, direction, instruction, or any other communication related to the **Policy** should be made in writing.

- Such communication shall be sent to the address of the **Company** or through any other electronic modes specified in the **Policy Schedule/ Certificate of Insurance**.
- The **Company** shall communicate to the **Insured** at the address or through any other electronic mode mentioned in the **Policy Schedule/ Certificate of Insurance**.

8. Material Change

The **Insured Person/Insured** shall immediately notify **Us** in writing of any material change in the risk or change in business or occupation or physical defect or infirmity with which he has become affected since the payment of last preceding premium, during the **Policy Period**. **We** may adjust the scope of the cover and/or the premium, if necessary, accordingly.

9. Automatic Termination of Insurance

This cover shall automatically terminate upon the **Insured Person's** death or payment of 100% **Sum Insured**. Provided no claim has been made, and termination takes place on account of death of the **Insured Person**, due to reasons apart from what stands covered under the **Policy**, pro-rata refund of premium of the deceased **Insured Person** for the balance period of the policy will be effective.

10. Termination of Cover

The insurance cover for the **Insured Person** shall terminate on any of the following events and no benefit will be payable there under:

- On attending age 70 years (age nearest birthday)
- Closure of account with the Bank or insufficiency of balance to keep the insurance in force.
- In case a member/ **Insured Person** is covered through

more than one account and premium is received by **Us** inadvertently, insurance cover will be restricted to one only and the premium shall be liable to be forfeited.

- If the insurance cover is ceased due to any technical reasons such as insufficient balance on due date or due to any administrative issues, the same can be reinstated on receipt of full annual premium, subject to conditions that may be laid down. During this period, the risk cover will be suspended, and reinstatement of risk cover will be at the sole discretion of Insurance **Company**.
- Participating banks will deduct the premium amount in the same month when the auto debit option is given, preferably in May of every year, and remit the amount due to **Us** in that month itself.

11. Possibility of Revision of the Premium Rates

As per the Pradhan Mantri Suraksha Bima Yojana of the Government of India, the premium would be reviewed based on the annual claims experience.

12. Policy Disputes

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

5.3. Condition When a Claim Arises

13. Claim Settlement (Provision for Penal Interest)

- We** shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- In the case of delay in the payment of a claim, **We** shall be liable to pay interest to the **Policyholder** from the date of receipt of last necessary document to the date of payment of **Claim** at a rate 2% above the Bank Rate.
- However, where the circumstances of a claim warrant an investigation in the opinion of the **Company**, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, **We** shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- In case of delay beyond stipulated 45 days, **We** shall be liable to pay interest to the **Policyholder** at a rate 2% above the Bank Rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

14. Complete Discharge

Any payment to the **Insured Person** or his/her **Nominees** or his/her legal representative, as the case maybe, for any benefit under the **Policy** shall be a valid discharge towards payment of Claim by the **Company** to the extent of that amount for the particular Claim.

15. Multiple Policies

In case a member/ **Insured Person** is covered through more than one account and premium is received by **Us** inadvertently, insurance cover will be restricted to one bank/ Post office account only and the premium paid for duplicate insurance(s) shall be liable to be forfeited.

16. Arbitration

The parties to the contract may mutually agree and enter

