SURAKSHA AUR BHAROSA DONO

Pradhan Mantri Suraksha Bima Yojana

POLICY WORDING

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

1. **Accident/ Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means
2. **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**.
3. **Condition Precedent** means a **Policy** term or condition upon which the **Insurer's** liability under the **Policy** is conditional upon.
4. **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.
5. **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. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.

   Provided the insurers shall offer coverage during the grace period, if the premium is paid in instalments during the policy period.

   For the purpose of this definition, the Insured Person will get the accrued continuity benefit in respect of the Sum Insured, Cumulative Bonus, No Claim Discount, Specific Waiting Periods, Waiting Periods for Pre-existing Diseases, Moratorium period etc in the event of payment of premium within the stipulated Grace Period.
6. **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.
7. **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**.
8. **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.
9. **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**.
10. **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

1. **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**.
2. **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.
3. **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"**.
4. **Insured/ Insured Person/ Policyholder/ Certificate Holder** means the person named in the **Policy Schedule/ Certificate of Insurance.**
5. **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.**
6. **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**.
7. **Permanent Disability** means the bodily injury that results in total and irrevocable loss of a body part or sensory organ specified under Section 3.
8. **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**.

9. **Policy Period** means the period between the commencement date and the expiry date as mentioned in the **Policy Schedule/ Certificate of Insurance.**
10. **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.**
11. **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**.

1. 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**.
2. 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/-.
3. 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.
4. 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.
5. Any **Accidental Bodily Injury** that **Insured Person** meet with:
   a. From intentional self-injury (unless in self-defence or to save life), suicide or attempted suicide;
   b. 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.
   c. Arising or resulting from the **Insured Person** committing any breach of law with criminal intent.
   d. Arising out of any existing disability.
6. Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
   a. 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.
   b. Nuclear weapons material.
   c. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
   d. Nuclear, chemical and biological terrorism.
7. Death or disability resulting directly or indirectly, contributed or aggravated or prolonged by childbirth or from pregnancy, or
8. 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**:

   a. The suggestion, as a fact of that which is not true and which the **Insured Person** does not believe to be true;

   b. The active concealment of a fact by the **Insured Person** having knowledge or belief of the fact;

   c. Any other act fitted to deceive; and

   d. 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.

   a. 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**.

   b. 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:

    a. On attending age 70 years (age nearest birthday)

    b. Closure of account with the Bank or insufficiency of balance to keep the insurance in force.

    c. 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.

    d. 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**.

    e. 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)**

    a. **We** shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of claim submissio.

    b. 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 claim submission to the date of payment of **Claim** at a rate 2% above the Bank Rate.

    (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

into a separate Arbitration Agreement to settle any and all disputes in relation to this **Policy**. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

17. **Applicable Law**

Indian law governs this **Policy** and the relationship between **Us**. The section headings **We** have used are for ease of reference rather than for any interpretative purpose.

18. **Claim Procedure**

On the occurrence of any Claim under this **Policy**, the Claim procedures set out below shall be followed.

Procedures	Details
Claim Intimation	a. Immediately after the occurrence of an **Accident** which may give rise to a claim under the **Policy**, the **Insured** or the **Nominee** (in case of death of the **Insured**) shall contact the bank branch where the **Insured Person** held the underlying Bank Account from which the premium for the **Policy** was auto debited and submit a duly completed claim form. b. The claim form may be obtained from the above bank branch or any other designated source like SBI General Insurance **Company** branches, hospitals, PHCs, BCs, insurance agents etc., including from designated websites.
Claim Intimation timelines	The Claim form shall be completed by the **Insured** or, as the case may be, by the **Nominee** and submitted to the above bank branch preferably within 30 days of the occurrence of the **Accident** giving rise to the claim under the **Policy**.
Particulars to be provided to **Us** for Claim notification	1. The Claim form shall be supported, by the following: In case of Death of the **Insured**: - Original FIR/ Panchnama - Postmortem Report - Death Certificate In case of Permanent Disablement: - Original FIR/ Panchnama and - A Disability Certificate issued by a Civil Surgeon. - A discharge certificate in the enclosed format shall also be submitted by the claimant / **Nominee**. *Note: Waiver of conditions "Claim Intimation timelines" may be considered in extreme cases of hardship where it is proved to **Our** satisfaction that under the circumstances in which the **Insured Person** was placed, it was not possible for the **Insured Person** or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit.
Claim Processing & Remittance	1. The authorised official of the Bank shall check the account / auto-debit particulars and verify the account details, nomination, debiting of premium /remittance to **Insurer** and certify the correctness of the information given in the claim form and forward the case to **Us** within 30 days of the submission of the claim. 2. The admissible claim amount will be remitted to the Bank Account of the **Insured Person**(s) or the nominee in case of a death claim. The discharge given in the Discharge form for the claim amount payable under the **Policy** by the accountholder of the bank or the **Nominee** would be considered as full and final under the **Policy**.
List of Documents	As listed below

List of Claim documents to be submitted in case of claim:

Covers	Details
Death	1. Duly Completed Claim Form signed by **Nominee**. 2. Copy of address proof (Ration card or electricity bill copy). 3. Photo identity proof 4. Death Certificate 5. Original FIR / Panchanama 6. Postmortem Report (only if conducted). 7. Claim form with NEFT details & cancelled cheque duly signed by **Nominee** 8. Original **Policy** copy / Certificate of Insurance 9. A discharge certificate in the enclosed format shall also be submitted by the **Nominee.**
Permanent Disability (covered under this Policy)	1. Duly Completed Claim Form signed by **Insured**/ claimant. 2. Original FIR / Panchanama 3. Disability Certificate from Civil Surgeon. 4. Claim form with NEFT details & cancelled cheque duly signed by **Insured/ Nominee** 5. Original **Policy** copy/ Certificate of Insurance. 6. A discharge certificate in the enclosed format shall also be submitted by the **Insured / Nominee.**

The Company at its discretion or as per Government directives may relax or ask for additional documents. (if required)

- **Claim Document Submission Address**

  All Claim related documents need to be sent to below address.

  Please do mention appropriate Claim number on Claim documents dispatched.

  Accident & Health Claims team

  SBI General Insurance **Company** Limited 9th Floor, Westport, Pan Card Club Road, Baner Pune, Maharashtra – 411 045.

- **Claim documents submission:**

  In case of any Claim, the list of documents as mentioned above shall be provided by the Policy Holder/ **Insured Person** to **Company** within 30 days of date of discharge from Hospital.

- **Claim Assessment**

  We will pay fixed amounts as specified in the applicable Sections in accordance with the terms of this **Policy. We** are not liable to make any payments that are not specified in the **Policy**.

- **Condonation of delay:**

  If the Claim is not notified/ or submitted to **Us** within the specified time limits, then **We** shall be provided the reasons for the delay in writing. **We** will condone such delay on merits where the delay has been proved to be for reasons beyond the Claimant's control.

5.4. Conditions For Renewal of The Contract

19. **Renewal Conditions:**

    a. The **Policy** shall ordinarily be renewable by mutual consent and as per the rates, terms and conditions of the Pradhan Mantri Suraksha Bima Yojana prevalent at the time of renewal. The renewal premium shall be paid to **Us** on or before the date of expiry of the **Policy** or subsequent renewal thereof. The **Policy** shall be renewed on annual basis.

    b. The **Policy** shall ordinarily be renewable up to the age of 70 years except on grounds of fraud, misrepresentation by the **Master Policyholder/ Insured Person**.

20. **Enrolment Modality/ Period**

    The cover shall ordinarily be for the one-year period stretching from 1st June to 31st May for which option to join / pay by auto-debit from the designated bank/ Post office account on the prescribed forms will be required to be given by 31st May of every year. Joining subsequently on payment of full annual premium is allowed.

5.5 Conditions for Cancellation of the Contract

21. **Cancellation Cancellation by You:**

    You may be cancelled **Your** coverage under the Policy at any time by giving **Us** written notice. The cancellation shall be from the date of receipt of such written notice. No premium will be refunded in case of cancellation, and **We** will retain the premium.

5.6. Conditions For Grievance Redressal

22. **Redressal of Grievances**

    Stage 1: Bima Bharosa

    You can register your grievances with the regulator using the following link:

    https://bimabharosa.irdai.gov.in/Home/Home

    Stage 2: Head – Customer Care

    Alternatively, if you wish to register your grievances directly with us, you may write to the Head – Customer Care. We aim to respond to all Grievances within 7 days. In our initial acknowledgement of receipt letter, we will provide the name and title of the person that is handling your Grievance. This individual will have the authority necessary to investigate and resolve the Grievance.

    Email:head.customercare@sbigeneral.in

    Phone: 1800 102 1111

    For Senior Citizens:

    Senior citizens can reach us through the following dedicated channels:

    Email:Seniorcitizengrivences@sbigeneral.in

    Toll-Free Number: 1800 102 1111 (Available 24/7)

Stage 3: Grievance Redressal Officer (GRO)

In case, you are still not satisfied with the decision/resolution communicated by the above officer or have not received any response within 5 days, you may escalate the matter to the Grievance Redressal Officer (GRO) which will undergo a detailed case investigation, and we aim to resolve the issue within 7 days from the date of receipt of your Grievance at GRO Desk

Email: gro@sbigeneral.in

Phone: 022-45138021

Note:- The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Stage 4: Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online:
https://www.cioins.co.in/Ombudsman

The updated details of Insurance Ombudsman are available on IRDAI website: www.irdai.gov.in.