

Terms and Condition

A. DECLARATION

1. "I/We hereby declare, on my behalf and on behalf of all persons proposed to be insured, that the statements, answers and/or particulars given by me are true and complete in all respects to the best of my knowledge and that I/We am/are authorized to propose on behalf of these other persons.

2. I understand that the information provided by me will form the basis of the insurance policy, is subject to the Board approved underwriting policy of the insurance company and that the policy will come into force only after full receipt of the premium chargeable.

3. I/We further declare that I/we will notify in writing any change occurring in the occupation or general health of the person to be insured/proposer after the proposal has been submitted but before communication of the risk acceptance by the company.

4. I/We declare and consent to the company seeking medical information from any doctor or hospital who at anytime has attended on the person to be insured/proposer or from any past or present employer concerning anything which affects the physical or mental health of the person to be assured/proposer and seeking information from any insurance company to whom an application for insurance on the person to be insured/proposer has been made for the purpose of underwriting the proposal and/or claim settlement.

5. I/We authorize the company to share information pertaining to my proposal including the medical records of the insured/proposer for the sole purpose of underwriting the proposal and/or claims settlement and with any Governmental and/or Regulatory authority." I, hereby declare and warrant that the above statements are true and complete. I agree that this proposal shall form the basis of the contract should the insurance be effected. If after the insurance is effected, it is found that the statements, answers or particulars stated in the proposal form and its questionnaires are incorrect or untrue in any respect, the insurance company shall incur no liability under this insurance.

I have read the prospectus/sales literature and am willing to accept the coverage subject to the terms, conditions and exceptions prescribed by the insurance company therein. The policy Coverage and exclusions, Rates, terms & Conditions have been explained to me in my language and have been understood by me.

A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to portability conditions.

14. Policy disputes: The parties to this policy expressly agree that the laws of the republic of India shall govern the validity, construction, interpretation and effect of this policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the company to be subject to Indian law. All matters arising hereunder shall be determined in accordance with the law and practice of such court within Indian Territory.

15. The geographical scope of this policy will be India and all claims shall be payable in Indian currency.

B. SECTION 41 OF THE INSURANCE ACT 1938 PROHIBITION OF REBATES

Payment of rebates is expressly prohibited under Section 41 of the Insurance Act, 1938. 1. No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer. Provided that acceptance by an insurance agent of commission in connection with a policy of life insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bona fide insurance agent employed by the insurer. 2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten Lakh rupees."

C. SECTION 64VB IN THE INSURANCE ACT, 1938

Commencement of risk cover under the policy is subject to receipt of payable premium IFFCO TOKIO General Insurance Company Limited.