

INDIVIDUAL PERSONAL ACCIDENT POLICY

WHEREAS the Insured named in the Schedule herein had made or caused to be made to the United India Insurance Co. Ltd., (herein after called 'the Company') written proposal dated as stated in Schedule herein (Warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid to the Company the Premium herein stated for the insurance specified hereinafter for the period stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed here on the Company will pay the insured as hereinafter mentioned:

1. If at any time during the currency of this policy the insured shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, then the company shall pay to the insured or his legal personal representative(s) as the case may be the sum or sums hereinafter set forth that is to say :-
 - a) If such injury shall within twelve calendar month of its occurrence be the sole and direct cause to the death of the insured the Capital Sum insured stated in the Schedule herein.
 - 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 the actual loss by physical separation of two entire hands or two entire feet, or one-entire hand and one entire foot or of such loss of sight of one eye and such loss of one entire foot, the capital sum insured stated in the Schedule herein.
 - ii. Use of hands or two feet, or of one hand one foot or 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 herein.
 - 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 herein.
 - ii. Total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the capital sum insured stated in the Schedule herein.
- Note** : For the purpose of clause (b) and (c) above, physical separation of a hand or feet means separation at or above the wrist and or the foot at or above the ankle respectively.
- d) If such injury shall as a direct consequence thereof immediately permanently totally and absolutely, disable the insured from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sun insured.

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 of the actual loss by physical separation of the following then the percentage of the Capital Sum insured as indicated below shall be payable.

		Percentage of Capital Sum Insured
i.	Loss of toes – all	20
	Both great phalanges	5
	One great phalanx	2
	Other than great if more than one toe lost each	1
ii.	Loss of hearing – Both ears	50
iii.	Loss of hearing One ear	15
iv.	Loss of four fingers and thumb of one hand	40
v.	Loss of four fingers	35
vi.	Loss of thumb - both phalanges	25
	- one phalanx	10
vii.	Loss of Index finger - three phalanges	10
	- two phalanges	8
	- one phalanx	4
viii.	Loss of middle finger - three phalanges	6
	- two phalanges	4
	- one phalanx	2
ix.	Loss of ring finger - three phalanges	5
	- two phalanges	4
	- one phalanx	2
x.	Loss of little finger - three phalanges	4
	- two phalanges	3
	- one phalanx	2
xi.	Loss of Metacarpals	
	- first or second (additional)	3
	- third, fourth or fifth (additional)	2

3. Any payment in case of more than one claim under this Policy during any one period of insurance by which the maximum liability of the company in that period would exceed the sum payable under sub-clause (a) of the Policy.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Payment of compensation in respect of death, injury or disablement of insured (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 / 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 anywhere in the world (d) directly or indirectly caused by venereal disease or insanity (e) arising or resulting from the insured committing any breach of the law with 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 multiengine.

6. Payment of compensation in respect of Death, Injury or disablement of the insured due to 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) War, Rebellion, Revolution, Insurrection, Mutiny, Military or usurped Power, Seizure, Capture Arrests, Restraints and Detainment of all Kings, Princes and people of whatever nation, condition or quality so ever.
7. Payment of compensation in respect of Death of, or bodily injury or any disease or illness of the insured.
 - a. directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactive substance from 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.
 - b. directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

Provided also that the due observance and fulfilment 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 anything to be done or not to be done by the insured be a condition precedent to any liability of the company under this Policy.

8. **Pregnancy Exclusion Clause** : The Insurance under this Policy shall not extend to cover death disablement resulting directly or indirectly from pregnancy or in consequence thereof.

CUMULATIVE BONUS

Compensation payable under clause (a) (b) (c) and (d) of the policy viz. death, loss of limb(s) sight and permanent total disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year, during which, the policy shall have been in force, prior to the occurrence of an accident for which capital sum becomes payable but amount of such increase shall not exceed 50% of the capital sum insured stated in the schedule herein.

This clause shall not in any way alter the annual character of the insurance for the right of the company to decline to renew or to cancel this policy as hereinafter provided. The earned cumulative bonus will not be lost if the policy is renewed within 90 days after its expiry

CONDITIONS

1. Upon the happening of any event which may give rise to claim under this Policy, written notice with full particulars must be given to the company immediately. In case of death, written notice also of the death must, unless reasonable cause is shown, be so given before interment, cremation and in any case within 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 a sight or amputation.
2. Satisfactory Proof shall be furnished to the Company of all matter upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Person fo the insured on the occasion of any alleged injury or disablement when and as 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 post-mortem examination report if necessary be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the insured shall undergo at the insured's expense such operation or treatment as the company may reasonably deem desirable provided that in case of claim by death or permanent total disablement, all sums payable hereunder shall be payable only on the delivery of this policy for cancellation and discharge and in the case of a temporary total disablement only upon the termination of such disablement.

In the case of permanent partial disablement all sums payable hereunder shall be payable on the delivery of this policy for reduction of the sum insured by the amount admissible under the claim.

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 by any person on behalf of the insured.
4. (a) The Insured shall give immediate notice to the Company on any change in his 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 disease physical defect or infirmity with which he has become affected since the Payment of the 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. The Company shall not, however be bound to give notice that such Renewal Premium is due.
6. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. In either case premium will be refunded only if there is no claim under the policy.
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 or his legal personal representative shall in all cases be an effective 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 to or if they cannot agree upon a single arbitrator within 30 days of any party invoking 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.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that If the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not, within 12 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 purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.