



Form No.-AC-62(I)

## THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001.

### PERSONAL ACCIDENT POLICY (Individual)

WHEREAS the Insured named in the Schedule hereto had made or caused to be made to The New India Assurance Co. Ltd. (hereinafter called the 'Company') a written proposal dated as stated in the Schedule hereto (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 or for any further period for which the Company may accept payment for the renewal of this policy

**NOW THIS POLICY WITNESSETH** that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will pay the Insured as hereinafter mentioned.

1. If at any time during the currency of this Policy, the Insured Person 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 months of its occurrence be the sole and direct cause of the death of the Insured Person, the Capital Sum Insured (CSI) stated in the Schedule hereto.

(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 hand or one entire foot, the Capital Sum Insured in the Schedule hereto.

ii) Use of two hands or two feet, or of one hand or 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.

(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 percent (50%) of the Capital Sum Insured stated in the schedule hereto :

ii) total and irrecoverable loss of use of hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.

NOTE :For the purpose of Clause (b) and Clause (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot 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 any employment or occupation of any description whatsoever, then lump a sum equal to hundred percent (100%) of the Capital Sum Insured.

e) In 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 or 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
Great - both phalanges	05
Great one phalanx	02
Other than great, if more than one toe lost for each	01
Ii) Loss of hearing - both ears	75
Iii) loss of hearing - one ear	30
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 or two phalanges or one phalanx	10
viii) Loss of middle finger	
- three phalanges or two phalanges or one phalanx	06
ix) Loss of nine finger	
- three phalanges or two phalanges or one phalanx	05
x) Loss of little finger	

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|------|--|--|
|      | - three phalanges or two phalanges or one phalanx  | 04   |
| xi)  | Loss of metacarpals - first or second (additional)<br>or third, fourth or fifth (additional) | 03   |
| xii) | Any other permanent partial disablement  | Percentage as assessed by the<br>panel doctor of the company |
- f) It such injury shall be the sole and direct cause of Temporary Total Disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one percent (1%) of the capital Sum Insured, stated in the Schedule hereto, per week but in any case not exceeding Rs. 3,000/- per week in all under all policies. Provided that the compensation payable under the foregoing Sub-Clause (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

For the purpose of benefits applicable, Table D will cover of above Benefit (a) only, Table C will cover of above Benefit (a) to (d), Table B will cover of above Benefit (a) to (e) and Table A will cover of above Benefit (a) to (f). The applicable benefits with CSI for the same as more specifically described in the shedule will be considered for any liability under the Policy.

### **SPECIAL FREE BENEFITS**

#### **1) CARRIAGE OF DEAD BODY :**

It is hereby agreed that in the event of the death of the Insured Person due to accident, as defined in the Policy, outside his/her residence, the Company shall pay, in addition to the amounts payable under Sub-Clause (a), 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.

#### **2) EDUCATION GRANT :**

In the event of death or permanent total disablement of the Insured due to an accident as defined, the Policy shall pay as education grant for the dependent children as below :

- (a) If the Insured Person has one dependent child below the age of 25 years, an amount equal to 10% of the CSI subject to a maximum of Rs. 5,000/-.
- (b) If the Insured Person has more than one dependent child below the age of 25 years, an amount equal to 10% of CSI subject to maximum of Rs. 10,000/-

The payment as above will be made alongwith the CSI to the same person/s who is/are entitled to receive CSI.

Provided that if there be any other subsisting personal accident insurance/s covering the Insured Person then the total benefits under this regulation, under all such policies, shall be limited to a maximum of Rs. 5,000/- in case there is one dependent child and Rs. 10,000/- in case there is more than one dependent child. The amount so payable shall be borne by all the policies in proportion to the original sum insured.

### **EXCEPTIONS**

#### **PROVIDED ALWAYS THAT :**

The Company shall not be liable under this Policy for :

1. Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
2. Any other payment after a claim under one of the Sub-Clauses (a), (b) or (d) has been admitted and become payable. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
3. Any payment, in case of more than one claim under the 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-clauses (a) of this Policy. This would not apply to payments made under medical expenses extension, education grant and expenses for carriage of dead body.
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 the Insured (a) from intentional self-injury, suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling 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/s, AIDS or insanity, (e) arising or resulting from the insured committing any breach of law with criminal intent.  
'Standard type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) 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 multi-engine.
6. 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, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainment by all kings, princes and people of whatsoever nation, condition or quality.

7. Payment of Compensation in respect of death of, or bodily injury or any disease of illness to the Insured Person.
  - (a) directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity 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 material. Provided also that the 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 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 or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child-birth or from pregnancy or in consequence thereof.

#### **CUMULATIVE BONUS**

Compensation payable under clauses (a), (b), (c) and (d) of the Policy viz. death, loss of limb(s) or 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 Cumulative Bonus is applicable to CSI which is renewed continuously.

This clause shall not in any way alter the annual character of the Insurance nor 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 30 days after its expiry.

#### **CONDITIONS**

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. In case of death, written notice also for 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 sight of amputation.
  2. Proof satisfactory to the Company shall be furnished of 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 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 all sums payable hereunder shall be payable.
    - i) In case of 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) In case of Permanent Partial Disablement (PPD) only after reduction by an endorsement of CSI by the amount admissible under the claim in respect of the Insured Person and
    - iii) In case of Temporary Total Disablement (TTD) 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 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 of any change in the business or occupation of the insured person.  
(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 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. The Company may at any time, by notice in writing, determine this Policy provided that the Company shall in that case return to the insured the then last paid premium less a prorata 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 canceled at any time by the insured by a

notice in writing under a certificate of posting or a Regd. A. D. Such notice shall be deemed to be effective from the date of despatch of the same by the insured. **PROVIDED** no claim has arisen under the within mentioned Policy prior to the despatch of such notice by the insured to the company, the insured would be entitled to the return of premium less premium at company's short period rates for the period the policy has been in force.

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 representatives shall in all cases be an effective discharge to the Company.
8. If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to of 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.

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.

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

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder 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, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### **ENDORSEMENT TO COVER MEDICAL EXPENSES APPLICABLE UPON THE PAYMENT OF EXTRA PREMIUM & SPECIFIC COVERAGE AS SHOWN IN THE POLICY SCHEDULE**

In consideration of the payment of an additional premium as shown in the policy schedule it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any accident as specified in the Policy, for which a claim is made by the Insured and admitted by the Company.

The Company shall reimburse to the Insured an amount upto but not exceeding forty percent of the compensation paid in settlement of a valid claim under this Policy or 10% of the relevant sum insured whichever is less. Further, it is a condition precedent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted to and is approved by the Company.

**PROVIDED ALWAYS THAT :**

1. This insurance shall not apply, in so far as it applies to a female to expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter.
2. The Company shall not be liable to make any payment under this Policy in respect of :-
  - i) Disease, Injury, Death or Disablement directly or indirectly due to War, Invasion, Act of Foreign Enemy Hostilities or Warlike Operations (whether war be declared to nor) or Civil Commotion or Rebellion Military, Naval or Air Service or Breach of Law of Hunting, steeple-chasing, Revolution, Insurrection, Mutiny, engaging in aviation other than a passenger (fare paying or otherwise) in any licensed Standard Type of Aircraft.
  - ii) Circumcision or Strictures or Vaccination or Inoculation or change of life or beauty treatment of any description or dental or eye treatment or Intentional self injury or insanity or dissipation or Nervous Breakdown (which expression shall cover also general debility "run down" conditions and General "overhaul") or Venereal Disease or intemperance or the use of intoxicating drugs or liquors or any diseases, injury, death or disablement directly or indirectly due to any one or more of them.

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

N.B.- IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.