



Universal Sompo General Insurance Co. Ltd.

## PERSONAL ACCIDENT INSURANCE POLICY

In consideration of your having paid the premium for the policy period stated in the Schedule or for any further period of insurance for which we may accept the payment for renewal of this policy, we undertake that in the event of accidental bodily injury sustained by YOU during the policy period, we will make payment to you or your legal representative/nominee as per the Table of Benefits set forth in the policy provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by YOU have been met.

This policy is an evidence of the contract between you and Universal Sompo General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

### Definitions

*Accident:* Accident or Accidental means a sudden, unintended and fortuitous external and visible event.

*Accidental Death:* Accidental Death means Death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the Death of the insured person within 12 months from the date of accident.

*Bodily Injury:* It means accidental physical bodily injury solely and directly caused by external, violent visible cause.

*Capital Sum Insured:* It means the monetary amounts shown against insured person(s) which is the maximum limit of our liability against said insured person.

*Insured Person:* The person(s) named as insured person in the Schedule which will include you and your family inclusive of dependent parents.

*Proposal:* The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.

*Policy:* Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda, if any.

*Period of Insurance:* The time period for which the contract of insurance is valid as shown in the Policy Schedule.

*Permanent Total Disablement:* The bodily injury that totally, irrecoverably and absolutely prevents you from engaging in any kind of occupation.

*Permanent Partial Disability:* The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.

*Schedule:* It provides details of the insured person(s), which are in force and the level of cover Insured Person(s) have.

*Temporary Total Disablement:* The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional

*Terrorism/Terrorist activity:* means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

*You/Your:* The person (s) named as Insured in the Schedule

*We/Us/Our:* Universal Sompo General Insurance Company Limited

*War:* means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

**COVERAGE**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>Accidental bodily injury directly resulting in the Death or disablement to insured person as per the Table of Benefits.</p> <p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <p>A) Basic Cover—Death only            B) Wider Cover--- Death + Permanent Total Disability + Permanent Partial Disability            C) Comprehensive Cover---- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability</p> <p>We shall pay to the insured person or his/her legal personal representative / assignee, the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured..)</p>	<ol style="list-style-type: none"> <li>1. Natural Death</li> <li>2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li> <li>3. Any other payment after a claim under one of the benefits 1,2, 3 and 4 in Table of benefits has been admitted and becomes payable.</li> <li>4. Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI</li> <li>5. Payment of compensation in respect of Death or injury as a consequence of/resulting from               <ol style="list-style-type: none"> <li>a) Committing or attempting suicide, intentional self-injury.</li> <li>b) Whilst under influence of intoxicating liquor or drugs.</li> <li>c) Drug addiction or alcoholism.</li> <li>d) Whilst engaged in any adventurous sports and/or hazardous activities.</li> <li>e) Committing any breach of law with criminal intent.</li> <li>f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.</li> </ol> </li> <li>6. Consequential loss of any kind and/or any legal liability</li> <li>7. Pregnancy including child birth, miscarriage, abortion or complication arising there from.</li> <li>8. Participation in any naval, military or air force operations.</li> <li>9. Curative treatments or interventions</li> <li>10. Venereal or sexually transmitted diseases.</li> <li>11. HIV and or related illness</li> </ol>

	<b>Table of Benefits</b>	<b>Percentage of Capital Sum Insured</b>
1	Accidental Death	100
2	Permanent Total Disability:	
	a) Loss of sight (both eyes)	100
	b) Loss of two limbs	100
	c) Loss of one limb and one eye	100
	d) Permanent Total and absolute disablement as certified by Medical Practitioner	100
3	Permanent Partial Disability:	
A	Loss of sight of one eye	50
B	Loss of one limb	50
C	Loss of toes-all	20
D	Great-both phalanges	5
E	Great-one phalanx	2
F	Other than great, if more than one toe lost each	1
G	Loss of hearing – both ears	50
H	Loss of hearing – one ear	15
I	Loss of Speech	50
J	Loss of four fingers and thumb of one hand	40
K	Loss of four fingers	35
L	Loss of thumb-both phalanges	25
M	Loss of thumb-one phalanx	10
N	Loss of index finger	
	i) Three phalanges	10
	i)Two phalanges	8
	i)One phalanges	4
O	Loss of middle finger	
	i) Three phalanges	6
	i)Two phalanges	4
	i)One phalanges	2
P	Loss of ring finger	
	i) Three phalanges	5
	i)Two phalanges	4
	i)One phalanges	2
Q	Loss of little finger	
	i) Three phalanges	4
	i)Two phalanges	3
	i)One phalanges	2

R	Loss of Metacarpals	
	(i) First or second (additional) (ii) Third, fourth or fifth (additional)	3 2
S	Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us
4	Temporary Total disablement benefit at the rate per week for period of confinement or part thereof.	1% of C.S.I or Rs 5000/- whichever is lower for 104 weeks max.,.

Extra Benefits under the Policy in addition to capital sum Insured, in case the liability under the policy for Accidental Claim has been admitted.

A. Transportation cost for carriage of dead body to Home including funeral charges.	1% of Capital Sum Insured or 2,500/- (Two thousand five hundred) whichever is lower.
B. Cost of Clothing damaged in the Accident as described above and liability is admitted by US.	Actual expenses subject to maximum of Rs 1000/-
C. Ambulance charges for transportation of Insured person to Hospital following Accident	Actual expenses subject to maximum of Rs 1000/-
D. Education Fund  In the event of Death, permanent total disablement of the proposer that is the first Insured Person, We will approve compensation towards Education Fund for up to two dependent children as below	5% (Five percent) of C.S.I Subject to a maximum of Rs. 15000/-
E. loss of Employment  In the event of accident leading to loss of employment as a consequence of Permanent Total Disability as per the table of benefits.	2% of Basic Sum Insured subject to a maximum of Rs 25000/-

Add- on Covers: (applicable only on receipt of additional premium and as specifically shown under the Schedule)

**A) Medical Expenses Extension:** In consideration of payment of additional premium as shown in the Schedule, the Policy is extended to cover the medical expenses reasonably and necessarily incurred by you towards medical expenses as a result of an accident resulting in the bodily injury, Death or disablement. The compensation under this extension is restricted to 40% of Personal Accident Claim or actual medical expenses whichever is less.

**B) Hospital Confinement Allowance:** In consideration of payment of additional premium as shown in the Schedule, we undertake to pay a daily allowance of Rs 500/- per day for maximum of 30 days if you or any of the insured person (s) is hospitalised as a result of an accident resulting in the bodily injury, Death or disablement.

## **GENERAL CONDITIONS:**

### **1. Notice:**

Every notice and communication to the Company required by this policy shall be in writing. Initial notification can be made by telephone

### **2. Mis-description:**

This Policy shall be void and premium paid shall be forfeited to US in the event of mis-representation, mis-description or non-disclosure of any materials facts by you.

Non-disclosure shall include failure on your part to intimate us in writing and obtaining written approval from us in respect of Changes in Circumstances arising out of changes in the duty, business, occupation of the insured person(s).:

### **3. Claim Procedure:**

A) Upon happening of any accident and/or injury which may give rise to a claim under this policy

- You shall give the notice to our call centre immediately and also intimate in writing to our policy issuing office. In case of Death, written notice also of Death must, unless reasonable cause is shown, be given before interment/ cremation and in any case, within one calendar month after the Death. 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 or amputation.
- All certificates, information and evidence from a Medical Practitioner or otherwise required by us shall be provided by you.

B) On receipt of intimation from you regarding a claim under the policy, we are entitled to carry out examination and ascertain details and in the event of Death get the post-mortem examination done in respect of deceased person.

C) Following documents shall be required in the event of a claim.

For Death Claim

- Duly filled up claim form
- Death Certificate
- Original FIR
- Original Panchnama
- Post mortem report

For Permanent Total disablement/Permanent Partial Disablement

- Duly filled up claims form
- Original FIR
- Panchnama
- Hospitalization Report
- Hospital discharge card
- Original Certificate from Doctor of Govt. Hospital stating the degree of disability
- Termination letter for claim under "Loss of Employment"

For Temporary Total Disablement

- Duly filled up claims form
- Original FIR
- Panchnama

- Hospitalization Report
- Hospital discharge card
- Original Certificate from Doctor of Govt. Hospital stating the degree of disability

#### **4. Fraud**

All benefit under this Policy shall be forfeited and the policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy.

#### **5. Cancellation**

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us :

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

#### **6. Arbitration**

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 the dispute/difference or 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. 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 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.

#### **7. Disclaimer Clause**

In case of any claim under the Policy which is not admitted by us and such claim shall not have been made subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

#### **8. Geographical Scope:**

The geographical scope of this policy will be worldwide unless otherwise stated in the policy schedule; however the claims shall be settled in India in Indian rupees. The provisions of this policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

#### **9. Cumulative Bonus (Applicable to Individual and Family Package)**

If no claim has been made under the Policy and the Policy is renewed with Us without any break, We will apply a cumulative bonus to the next Policy Year by automatically increasing the Sum Insured for the next Policy Year by 5% of the Sum Insured for this Policy Year. The maximum cumulative bonus shall not exceed 50% of the Sum Insured in any Policy Year.

In relation to a Family Policy, the cumulative bonus so applied will only be available in respect of claims made by those Insured Persons who were Insured Persons in the claim free Policy Year and continue to be Insured Persons in the subsequent Policy Year.

| The cumulative bonus % will be applied on section 1 to 34.

If a cumulative bonus has been applied and a claim is made, then in the subsequent Policy Year We will automatically decrease the cumulative bonus to zero in the following Policy Year.

#### **10. Compensation:**

- (i) In case of claim by Death or Permanent Total Disablement compensation will be made only after deleting by an endorsement the name of the deceased/ injured person in respect of whom such sums shall become payable.
- (ii) In case of claim by Permanent Partial Disablement i.e. Benefit 3 of Table of Benefits compensation will be made only after reduction of Capital Sum Insured by an endorsement by the amount admissible under the claim in respect of the injured person.
- (III) In case of Temporary Total Disablement Benefit i.e.4 of Table of Benefits compensation will be made only upon termination of such disablement in respect of Injured person or on the expiry of 104 weeks of disablement whichever occurs earlier.

#### **GENERAL EXCLUSIONS**

WE will not pay for any compensation in respect of Death, Injury or disablement of the Insured Person arising out of:

- 1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
- 2. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
- 3. The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
- 4. Air travel except as a passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports.
- 5. Participation in any kind of motor speed contest (including trial, training and qualifying heats)
- 6. This Insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of
  - a) Biological or chemical contamination
  - b) Missiles, bombs, grenades, explosivesdue to any act of terrorism