



UNITED INDIA INSURANCE COMPANY LIMITED
REGISTERED & HEAD OFFICE: 24, WHITES ROAD, CHENNAI-600014

UIN NO. IRDA/NL-HLT/UII/P-P/V.1/377/13-14

INDIVIDUAL PERSONAL ACCIDENT INSURANCE POLICY

1. 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 hereon the Company will pay the insured as hereinafter mentioned :

2. **COVERAGE**

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.

No.	Description	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
xii	Any other permanent partial disablement	% as assessed by the Doctor

- f) If such injury shall be the sole and direct cause of temporary total disablement, then so long as the insured 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 herein per week, but in any case not exceeding Rs.5000/- per week in all under all policies per week in any case not exceeding 25% of the Monthly Salary.

Provided that the compensation payable under the foregoing sub-clauses (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of the disablement and in no case shall exceed the Capital sum insured.

- g) In the event of Death of the insured person due to accident as defined in the policy outside her/his residence the company shall reimburse expenses incurred for transportation of insured's dead body to the place of residence subject to a maximum of 2% of capital sum insured or Rs.2,500/- which ever is less.
- h) In the event of death or permanent total disablement of the insured due to accident as defined in the Tariff, the policy shall also provide compensation towards Education Fund for the dependent children as below :

- i. If the insured person has one dependent child below the age of 23 years, an amount equal to 10% of the CSI subject to a maximum of Rs.5,000/-
- ii. If the insured person has more than one dependent child below the age of 23 years, and amount equal to 10% of CSI subject to a maximum of Rs.10,000/-

The payment as above will be made along with the CSI of the same person/s who is/are entitled to receive the CSI

Note : 1. The benefit under this extension will be available on the basis of the original CSI only and not on the cumulative Bonus.
2. The age limit of 23 years shall apply on the date of accident and not at the beginning of the policy year.

Provided that if there be an any other subsisting P.A. Insurance/s in the name of the insured and benefit under this Regulation becoming payable under all such policies. The total amount so payable shall be limited to a maximum of Rs.5000/- 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.

i) **MEDICAL EXPENSES INCURRED UNDER TWO POLICY PERIODS**

If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available sum insured in the two policy periods, including the deductibles for each policy period. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/due date of premium of health insurance policy, if not received earlier.

3. **DEFINITIONS:**

- a) **ACCIDENT** - An accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means
- b) **ACUTE CONDITION** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- c) **CONDITION PRECEDENT** - Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- d) **CUMULATIVE BONUS** – Cumulative Bonus shall mean any increase in the Sum Assured granted by the insurer without an associated increase in premium.
- e) **DAY CARE CENTRE** - Day Care centre means any institution established for day care treatment of illness and/or injuries or a medical set-up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under :
 - i. Has qualified nursing staff under its employment
 - ii. Has qualified Medical Practitioner(s) in charge
 - iii. Has a fully equipped operation theatre of its own where surgical procedures are carried out-
 - iv. Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.
- f) **DAY CARE TREATMENT** - Day Care treatment means the medical treatment and/or surgical procedure which is – (i). Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological and (ii) which would have otherwise required a hospitalisation of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

- g) **DISCLOSURE TO INFORMATION NORM** – The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- h) **DOMICILIARY HOSPITALISATION** - Domiciliary Hospitalisation means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances :
 - i. The condition of the patient is such that he/she is not in a condition to be removed to a hospital or
 - ii. The patient takes treatment at home on account of non-availability of room in a hospital.
- i) **HOSPITAL / NURSING HOME** - A Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a Hospital with the local authorities under the Clinical establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under
 - i. Has qualified nursing staff under its employment round the clock.
 - ii. Has at least 10 in-patient beds in towns having a population of less than 10 lacs and at least 15 in-patient beds in all other places;
 - iii. Has qualified medical practitioner(s) in charge round the clock;
 - iv. Has a fully equipped Operation Theatre of its own where surgical procedures are carried out;
 - v. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
- j) **HOSPITALISATION** - Means admission in a Hospital/Nursing Home for a minimum period of 24 In-patient care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
- k) **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.
- l) **IN-PATIENT CARE** - In-patient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- m) **INTENSIVE CARE UNIT** - The term "Intensive Care" unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- n) **MEDICAL ADVISE** - Any consultation or advice from a Medical Practitioner including the issue of a any prescription or repeat prescription.
- o) **MEDICAL EXPENSES** - Medical Expenses means those expenses that an Insured person has necessarily and actually incurred for medical treatment on account of illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- p) **MEDICALLY NECESSARY** - Medically Necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
 - i. Is required for the medical management of the illness or injury suffered by the insured;
 - ii. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
 - iii. Must have been prescribed by a Medical Practitioner;

- iv. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- q) **MEDICAL PRACTITIONER** - A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State of India 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 licence.

The term Medical Practitioner would include Physician, Specialist and Surgeon. (The Registered Practitioner should not be the insured or close family members such as parents, in-laws, spouse and children).
- r) **OPD TREATMENT** – OPD Treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advise of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- s) **QUALIFIED NURSE** - QUALIFIED NURSE means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any State in India.
- t) **REASONABLE CHARGES** - Reasonable and Customary charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of illness/injury involved.
- u) **RENEWAL** – Renewal defines the terms on which the contract of Insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- v) **SURGERY OR SURGICAL PROCEDURE** - Surgery or Surgical Procedure means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner.

4. **EXCEPTIONS**

PROVIDED ALWAYS THAT the company shall not be liable under this policy for :

- a) Compensation under more than one of the foregoing sub-clauses in respect of the same period of disablement.
- b) Any other payment after a claim under one of the sub-clauses (a), (b), (c) or (d) has been admitted and become payable.
- c) 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.
- d) Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- e) 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 traveling in any Balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly Licenced 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 licenced 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.

- f) 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.
- g) Payment of compensation in respect of Death of, or bodily injury or any disease or illness of the insured.
 - i. directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radio active 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.
 - ii. directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
 - iii. 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 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.
- h) **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.

5. **CUMULATIVE BONUS**

- a) 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.
- b) 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

6. **CONDITIONS**

- a) 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 internment, 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.
- b) 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.

- c) 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.
- d)
 - i) The Insured shall give immediate notice to the Company on any change in his business or occupation.
 - ii) 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
- e) 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.
- f) 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.
- g) 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.
- h) Payment of Claims- All claims under this policy shall be payable in Indian currency.
Upon acceptance of an offer of settlement, the payment of amount due shall be made within 7 days from the date of acceptance of offer by the Insured. In the cases of delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.
- i) 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.
- j) Free Look Period – The policy shall have a free look period which shall be applicable at the inception of the policy and;
 - i. The insured will be allowed a period of at least 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if nor acceptable.
 - ii. If the insured has not made any claim during the free look period, the insured shall be entitled to –

- A. A refund of the premium paid less any expenses incurred by the insurer on medical examination of the insured persons and the stamp duty charges or
 - B. Where the risk has already commenced and the opinion of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
 - C. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period
- k) IRDA REGULATIONS : This policy is subject to IRDA (Health Insurance) Regulations 2013 and IRDA (Protection of Policyholders' Interest) Regulations 2002 as amended from time to time.
- l) GRIEVANCE REDRESSAL : In the event of the policyholder having any grievance relating to the insurance, the insured person may submit in writing to the Policy Issuing Office or Grievance cells at Regional Office of the Company for redressal. If the grievance remains unaddressed, the insured person may contact the Officer, Uni-Customer Care Department, Head Office or email us at hogrievance@uiic.co.in
- m) OMBUDSMAN : The Insured person can also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The updated list of Office of Insurance Ombudsman are available on IRDA website www.irda.gov.in and on the website of General Insurance Council www.gicouncil.in
- n) IMPORTANT NOTICE
- i. The Company may revise any of the terms, conditions and exceptions of this insurance including the premium payable on renewal in accordance with the guidelines/rules framed by the Insurance Regulatory and Development Authority (IRDA) and after obtaining prior approval from the Authority. We shall notify you of such changes at least three months before the revision are to take effect.
 - ii. The Company may also withdraw the insurance as offered hereunder after following the due process as laid down by the IRDA and after obtaining prior approval of the IRDA and we shall offer to cover you under such revised/new terms, conditions, exceptions and premium for which we shall have obtained prior approval from the Authority.

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