

# **THE ORIENTAL INSURANCE COMPANY LIMITED**

(Incorporated in India)

Subsidiary of General Insurance Corporation of India

Regd. Office: Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002

Post Box No 7037

## **PERSONAL ACCIDENT POLICY(INDIVIDUAL)**

WHEREAS the insured named in the Schedule hereto had made or caused to be made to the Oriental Insurance 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 or agreed to pay 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, as the case may be, 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), 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, the capital sum insured stated in the schedule hereto.
  - b) If such injury shall within twelve(12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
    - (i)Site of both eyes, or of the actual loss by physical separation of the two entire hands or of two entire feet, or of 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 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 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 site 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 a 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, 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 or foot means separation at or above the wrist and/or of the foot at or above 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 sum 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 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	5
Great-one 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 & 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	5
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	Percentage as assessed by the doctor

f) If such injury shall be 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 hereto per week, but in any case not exceeding Rs. 5,000/- 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 104 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.

g) In the event of Death of the Insured person due to accident as defined in the policy, outside his/her 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 the Capital Sum Insured or Rs. 2,500/- whichever is less. This includes funeral expenses.

## **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), (c) or (d) has been admitted and become payable.
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.
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 or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or whilst mounting into, dismounting from or travelling in any aircraft other than as a passenger(fare paying or otherwise) in any duly licensed standard type of aircraft any where in the world (d) directly or indirectly caused by venereal diseases or insanity, (e) arising or resulting from the Insured committing any breach of law with criminal intent.
6. Payment of compensation in respect of Death, Injury or Disablement of the Insured 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 Detainments of all kings, princes, and people of whatever nation, condition or quality,
7. Payment of Compensation in respect of death of, or bodily injury or any disease or illness to Insured.
  - a) directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio activity 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 or not to be done by the Insured to 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 to Childbirth or 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 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 herein after provided.

The earned Cumulative Bonus will not be lost if the Policy is renewed within 90 days after its expiry.

**THE ORIENTAL INSURANCE CO. LTD**  
**THE SCHEDULE**

Schedule for policy above Rs. 1 Lac

<b>AGENCY</b>	<b>POLICY NUMBER</b>
THE ORIENTAL INSURANCE CO. LTD	ISSUING OFFICE
Date of proposal and declaration	Statistical Code
Name of the insured:	PERIOD OF INSURANCE
Address:	From.....a.m/p.m.....of
Age (Last birthday)	To midnight of.....
Members of the family	(Both days inclusive)
Covered other than insured	Profession or
Name of spouse:	Occupation or
Name of children	
1.	
2.	Business
3.	

<u>BENEFITS COVERED</u>	<u>PREMIUM</u>
Insured	Personal Accident Section                      Rs:
Spouse	Medical expenses                      Rs:
Children: 1.	Total                      Rs:
2.	
3.	
	Less Discount                      Rs: _____
Medical expenses covered      Yes/No	Net Premium                      Rs: _____

<u>PERSONAL ACCIDENT SECTION</u>	<u>CAPITAL SUM INSURED</u>	<u>CUMULATIVE BONUS EARNED</u>
Insured		
Spouse		
Children: 1.		
2.		
3.		

Name of assignee(If any)	Relationship
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**Assignment**

It is hereby declared and agreed that in the event of death of the insured in the circumstances giving rise to a valid claim under clause 1(a) of the policy, the sum insured under the clause shall be payable to his (mention relation to the insured) Mr/Mrs/Ms \_\_\_\_\_ in accordance with the legal assignment dated \_\_\_\_\_ duly executed by the insured on the proposal form which is deemed to be incorporated under the policy. Discharge to the Company by the said Mr/Mrs/Ms \_\_\_\_\_ shall be sufficient and legally binding discharge to the Company of all claims under clause 1(a) of the policy.

Subject to Endorsement no.

IN WITNESS WHERE OF THIS Policy has been signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20

Prepared by	Examined by	For The Oriental Insurance Company Ltd
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Issuing Office Address	Duly Authorized Representative
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## 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 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 sight or amputation.
2. Proof satisfactory to the Company shall be furnished of all matter upon which a claim is based. Any Medical or other agent of the Company shall be allowed to examine the person of the Insured 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 event of death, to make a post mortem examination of the body of the insured. Such evidence as 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 the case of claim by death or permanent total or permanent partial 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 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 any 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 of 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 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, terminate this policy, provided that the Company shall in that case return to the Insured the last paid premium less a pro-rata 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 cancelled at any time by the Insured by a notice in writing under a Certificate of posting or a Regd. AD. Such notice shall be

deemed to be effective from the date of dispatch of the same by the Insured. Provided no claim has arisen under the within mentioned Policy prior to dispatch 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 related 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 difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of other questions be referred to the decision of an arbitrator, to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator, to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act, 1940 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrator the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrator and preside at their meetings.

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as hereinbefore provided if the Company has disputed and 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 or umpire 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 twelve calendar months from the date of such disclaimer has been made the subject matter of a suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.