



THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office: Oriental House, P.B. No. 7037] A-25/27, Asaf Ali Road, New Delhi

Issuing Office

JANTA PERSONAL ACCIDENT POLICY

(For age group 10-80 years)

UIN: IRDA/NL-HLT/OIC/P-P/V.I/25/14-15

Whereas the Insured named in the Schedule hereto has made or caused to be made to Oriental Insurance Company Ltd. (hereinafter called the "the company") a written proposal (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 of the risks hereinafter specified occurring during 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 indemnify the Insured as hereinafter mentioned.

If the insured shall sustain any bodily injury, resulting solely and directly from accident caused by out word violent and visible means and/or death/disability due to sterilization risk, the Company shall pay to the insured, the sum herein set forth that is to pay:

- a. If such injury shall within Twelve (12) calendar months of its occurrence, be the sole and/or direct cause of Death: 100% of Sum Insured
- b. If such injury shall within Twelve (12) calendar months of its occurrence, be the sole and/or direct cause of Total and irrecoverable loss of sight of both eyes or the actual loss by physical separation of the two entire feet or one entire hand and one entire foot or such loss of sight of one eye and such loss of one entire hand or one entire foot: 100% of Sum Insured
- c. If such injury shall within Twelve (12) calendar months of its occurrence, be the sole and/or direct cause of Total and irrecoverable loss of sight of one eye or the actual loss by physical separation of the one entire foot or one entire hand: 50% of Sum Insured
- d. If such injury shall sustain a direct consequence thereof, immediately permanently, totally and absolutely, disable the persons from engaging in any employment or occupation of any description: 100% of Sum Insured

Note: (Amputation of hand or foot means amputation of above the wrist or above the knee)

Definition/Explanation:

- a) **Accident** means sudden, unforeseen and involuntary event caused by external and visible means.
- a) **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.
- b) **Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage. Coverage is not available for the period for which no premium is received.
- c) **Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified.
- d) Death by accident would also include death or permanent total disablement arising out of or traceable to slipping, falling from the mountain, insect bites, snakes and animals bite, drowning, washing away in floods, landslide, rockslide, earthquake, cyclone and other commotions or nature and/or calamities, murder or terrorist activities.

Schedule Detail

Effective date	Date of Closing	Insured details (Name, Address, Age etc)	Maximum Liability	Premium	Payment Mode	Collection No.	Date	Amt.
	Midnight				01			
					Non recoverable Stamp Duty	Commission	Dev.officer Code	Agent Code

DECLARATIONS

<p>I declare that I have explained the Questions to the Proposer, that the Proposer's answers thereto have been recorded by me and that he/ she has affixed his/her signature thumb impression after satisfying himself/ herself that the answers have been correctly recorded.</p> <p>Signature of person writing the answers Date :</p>	<p>1. EXISTING DISABILITY: I, hereby, declare that I do/do not suffer from loss/disablement/incapacity of _ and I understand that the Company shall not pay for the accidental injury.</p> <p>2. I declare that the questions were explained to me fully by Shri/Smt./Kumari _____ and that I have affixed my signature/thumb impression after satisfying myself that they have been correctly recorded.</p> <p>Signature/Thumb Impression of Proposer :</p>				
<p>I hereby declare that the particulars contained above are true and correct and that no material fact has been misstated or misrepresented. I also agree that this declaration shall be the basis of the contract between me and the Insurance Company and I agree with all terms, conditions and exclusions described in the policy.</p> <p>Place : _____ Date: _____ Signature of the Proposer</p>					
<p style="text-align: center;">NOMIEE</p> <p>Name: Address: Relation:</p>	<p style="text-align: center;">WITNESS of NOMINATION</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">1. Name & address:</td> <td style="width: 50%; padding: 2px;">2. Name & address:</td> </tr> <tr> <td style="padding: 2px;">Signature:</td> <td style="padding: 2px;">Signature:</td> </tr> </table>	1. Name & address:	2. Name & address:	Signature:	Signature:
1. Name & address:	2. Name & address:				
Signature:	Signature:				

Received Rs. _____ cash/ against premium of above insurance policy from Shri/Smt./Km. _____

I am legally authorized representative of the Company and signing on behalf of the Company.

FOR THE ORIENTAL INSURANCE COMPANY LIMITED

PROVISIONS

Provided Always that the Company shall not be liable under this Policy for:-

1. Compensation under more than one of the Sub-clause (a), (b), (c) or (d), in respect of same injury or disablement.
2. Payment of compensation in respect of death, injury or disablements directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this policy.
3. Payment of compensation in respect of death or disablement of the insured from Intentional self-injury, suicide or attempted suicide, Whilst under the influence of intoxicating liquor or drugs, Directly or indirectly caused by insanity, Arising or resulting from the insured committing any breach of the law with criminal intent.
4. Payment of compensation in respect of death or disablement of the insured due so arising out of or directly or indirectly connected with or traceable to War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), Civil War, insurrection, rebellion, revolution, military or usurped power, seizer, capture arrest, restraints and detainment of all kings, princes and people of what nation, condition or quality so ever.
5. The contract of insurance can be renewed on mutual consent with a provision of grace
6. Payment of compensation in respect of death or disablement of the insured directly or indirectly caused by or contributed to by or arising from or traceable to ionizing, radiation or contamination by radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons material.

Provided also that the due observance and fulfillment of the terms and conditions of this policy (which conditions and all endorsement hereon are to be as part of this policy) shall so far as they relate to anything to be done by the insured be a condition precedent to any liability of the company under this policy.

CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this Policy insured shall forthwith give notice thereof to the company Unless reasonable cause is shown, the insured should within one calendar month after the event which may give rise to claim under the policy, shall give written notice to the Company with full particulars of the claim.
2. Grace period of 15 days will be available immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods. Coverage is not available for the period for which no premium is received.

2. Proof satisfactory to the Company shall be furnished of all matters upon which claim is based. Any medical or other agent of the Company shall be allowed to examine the person or 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 the event of death, to make a post mortem examination of body of the Insured and such evidence as the Company may from time to time require (including a post mortem examination if necessary) shall 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 insurers expense (with written and express consent/approval of the insurer), such operation or treatment as the Company may reasonably deem desirable.
3. No sum payable under this Policy shall carry interest.
4. 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.
5. 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.
6. It will be the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
7. It will be the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.
8. The contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous.
9. The Company may at any time by notice in writing cancel this policy. Provided that the Company, shall in that case return to the Insured the then 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 addressed to the Insured at the address last registered in the Company 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.
10. 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 an 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 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 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 of 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.
11. **IRDA REGULATION NO. 5.** This policy is subject to regulation 5 of IRDA (Protection of Policy Holder interest) regulation.

**IMPORTANT
Free Look Period**

All new individual Policy except those with tenure of less than a year shall have a free look period. The free look period shall be applicable at the inception of the policy and:

1. 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 not acceptable
2. 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 option 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.

PROHIBITION OF REBATES :

The following is an extract of Section 41 of Insurance Act, 1938

(1) No person shall allow or offer to allow either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or tables of the Insurers.

(2) Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to one hundred rupees.