



ISSUING OFFICE

The Oriental Insurance Company Limited

Head Office: A 25/27, Asaf Ali Road, New Delhi -110002

PERSONAL ACCIDENT POLICY (Individual)

WHEREAS the Insured named in the Schedule herein 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 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.

COVERAGE:

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 to the death of the Insured, the Capital Sum Insured (CSI) 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, of the actual loss by physical separation of two entire hands or 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 hand or one entire foot, the Capital Sum Insured in the Schedule herein.
 - 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 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 of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the schedule herein :
 - 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 herein.

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 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 Sum Insured.

e) In 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:

LOSS	% 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	10
-three phalanges	8
-two phalanges	4
-one phalanx	4
viii) Loss of middle finger	6
-three phalanges	4
-two phalanges	2
-one phalanx	2
ix) Loss of ring finger	5
-three phalanges	4
-two phalanges	2
-one phalanx	2
x) Loss of little finger	4
-three phalanges	3
-two phalanges	2
-one phalanx	2
xi) Loss of metacarpals	3
-first or second(additional)	2
-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. 20,000/- 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.

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. 2500/- whichever is less. This includes funeral expenses.

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:

1. 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/-.
2. 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 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. 5,000/- in case there is one dependant 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) COMPENSATION FOR LOSS OF EMPLOYMENT: the compensation payable, in the event of loss of employment due to total disablement, will be at 1% of the capital sum insured or Rs. 15000 whichever is less.

j) MEDICAL EXPENSES (When opted for an additional premium) : The accident portion can be extended to include Medical Expenses to the extent of 25% of valid admissible claim amount subject to payment of additional premium at the rate of 10% or to the extent of 50% of valid admissible claim amount subject to payment of additional premium at the rate of 25% on basic premium for accident cover. The payment of medical expenses shall be subject to the policy terms, condition, exception and definition provided therein.

2. DEFINITIONS:

(I) ACCIDENT - An accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means

(II) **CONDITION PRECEDENT** - Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

(III) **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.

(IV) **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.

(V) **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.

(VI) **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.

(VII) **LOSS OF LIMB(S)**: It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

(VIII).**PHYSICAL SEPERATION**: It shall mean separation of hand at or above the wrist and/or of the foot at or above the ankle.

(IX)**PERMANENT TOTAL DISABLEMENT**: The bodily injury, which is direct cause of permanently, totally and absolutely disabling the person insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever.

(X)**PERMANENT PARTIAL DISABLEMENT**: The bodily injury which is the sole and direct cause of total and irrecoverable loss of use of or the actual loss by physical separation permanently incapacitating the Insured Person to the extent of 40% or more in aggregate.

(XI) **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.

(XII) **MEDICALLY NECESSARY** - Medically Necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- a). Is required for the medical management of the injury suffered by the insured;

- b). Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
- c). Must have been prescribed by a Medical Practitioner;
- d). Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

(XIV) **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).

(XV) **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 injury involved.

3. **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 i.e. (a), (b), (c) and (d) except (e) 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 ballooning or whilst mounting into, dismounting from or traveling in any 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, 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 Detainment of all kings, princes and people of whatever nation, condition or quality so ever.
7. Payment of Compensation in respect of death of, or bodily injury or any disease of illness of the Insured:
 - (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 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.

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.

4. **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.

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 of 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 or amputation.

2. Satisfactory Proof 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 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 the event of death, to make a postmortem 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 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 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 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 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 dispatch of the same by the insured.

PROVIDED no claim has arisen under the within mentioned Policy prior to the 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 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 as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be independently of all 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 person 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, 1996 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 arbitrators 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 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 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 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.

9. 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 not acceptable.

ii. If the insured has not made any claim during the free look period, the insured shall be entitled to –

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

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;

Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period

10. 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.

11. 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 email us at csd@orientalinsurance.co.in.

12. 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

13. 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.