

## UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED

Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,  
Andheri (West), Mumbai – 400 058

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Tel: 0091 22 4067 9000

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### JANATA PERSONAL ACCIDENT POLICY

In consideration of Your having paid the premium for the period stated in the Schedule or for any further period for which We may accept the payment for renewal of this Policy, We undertake that in the event of death or Permanent Total Disability sustained by the Insured Person (s) solely due to an Accidental injury during the Policy period, We will make payment to them or to their 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 them 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.

#### DEFINITION

- 1. You/Your :** The person (s) named as Insured in the Schedule
- 2. We/Us/Our :** Universal Sompo General Insurance Company Limited
- 3. 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.
- 4. Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
- 5. Schedule:** It provides details of the insured person(s), which are in force and the level of cover Insured Person(s) have.
- 6. Capital Sum Insured:** It means the monetary amounts shown against insured person(s) which is the maximum limit of Our liability for the said insured person.
- 7. Accident:** Accident or Accidental means a sudden, unintended and fortuitous external and visible event.
- 8. Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
- 9. Insured Person:** The person(s) named as insured person in the Schedule which may include You, Your employee(s), spouse, dependent children and dependant parents
- 10. Bodily Injury:** It means Accidental physical bodily injury solely and directly caused by external, violent visible cause.
- 11. Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely prevents You from engaging in any kind of occupation.

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- 12. 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
- 13. 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.
- 14. Medical Practitioner:** Person holding a Medical degree of a recognised institution registered by Medical Council of respective State of India.

**COVERAGE**

<b>WHAT WE COVER</b>	<b>WHAT WE EXCLUDE</b>
<p>Bodily injury directly resulting in the death or Permanent Total Disablement to insured .</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. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li><li>2. Any other payment after a claim under one of the benefits 1,2, in Table of benefits has been admitted and becomes payable.</li><li>3. Any payment in case of more than one claim in respect of one insured person under this Policy during any Period of Insurance by which Our liability in that period would exceed CSI</li><li>4. Payment of compensation in respect of death /disability 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.</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>5. Consequential loss of any kind and/or any legal liability</li><li>6. Death/ disability due to pregnancy including child birth, miscarriage, abortion or complication arising there from</li><li>7. Insured participating in any naval, military or air force operations .</li><li>8. Curative treatments or interventions</li><li>9. Venereal or sexually transmitted diseases.</li><li>10. HIV and or related illness</li></ol>

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TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. 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) Any other Permanent Total and absolute disablement as certified by Qualified Medical Practioner.	100

**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 Us a notice at 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 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 .
- All certificates, information and evidence from a Medical Practioner or otherwise required by Us shall be provided by You at Your expense.

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.

**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.

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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 after retaining full premium for any insured person in respect of whom a 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 the policy (liability) being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the 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 arbitration the same shall be referred to a panel of 3 arbitrators, comprising of 2 arbitrators, 1 to be appointed by each of the parties to the dispute/difference and the 3rd arbitrator to be appointed by 2 such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. 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 understood, however, that the Insured shall have the right at all times during currency of the Policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance. Subject otherwise to the terms, exceptions, conditions and limitations of this policy.

7. **Grievance or Complaint** You may register a grievance or Complaint by visiting our website or write to us on [contactus@universalsompo.com](mailto:contactus@universalsompo.com). You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our Registered Office.

8. **Insurance Ombudsman:** We shall endeavour to promptly and effectively address Your grievances. In the event You are dissatisfied with the resolution of Your grievance or complaint, You may approach the Insurance Ombudsman located nearest to You. Details of the offices across the Country are made available on Our website or write to [contactus@universalsompo.com](mailto:contactus@universalsompo.com)

### 9. **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.

10. The geographical scope of this Policy will be worldwide unless otherwise specified, 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.

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**11. Adjustment of Premium (applicable to Policies issued on unnamed employees/ members basis)**

The premium payable hereon has been determined by reference to Your estimate of the number of persons and their category as stated in the Schedule. It is hereby agreed that during the Policy Period You shall maintain a proper and complete record of the actual number of persons within such category, which record shall be available for inspection by Us at any reasonable time.

Within one month from the expiry of this Policy, You shall provide Us with a written record of the actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof at Our request. If the actual number of persons within such category ascertained after the expiry of this Policy shall differ from Your original estimate thereof, then:

- if the actual number of persons within such category exceeds the estimate of the same, You shall pay Us any additional premium that We may determine by reference to the differential, or
- if the actual number of persons within such category is less than the estimate of the same, We will reimburse You by reference to the differential but subject to minimum retention of premium of 50%

**12. Compensation:**

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.

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 therewith.
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.

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