

INDIVIDUAL PERSONAL ACCIDENT INSURANCE POLICY

IMPORTANT

This Policy has been issued based on information provided by you. Please read this Policy carefully and make sure that you understand it. If you have any doubts about the policy, please call our Toll free number or write to the nearest Policy issuing office of the Company.

1. THE INSURANCE CONTRACT

- 1.1. The Policy is an evidence of the contract between you (Insured) and us (Company).
- 1.2. The proposal and other any information supplied by you form the basis of this contract.
- 1.3. The Policy, the Schedule and any Endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning wherever it appears.
- 1.4. This policy has been issued on receipt of premium from you for the period stated in the schedule. Any subsequent renewal will require our acceptance of your proposal and your payment of premium for the renewal period.
- 1.5. The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.

2. BENEFITS

If at any time during the currency of the Policy, the Insured Person(s) stated in the Schedule shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, anywhere in the world, then We shall pay to the insured Person or their nominee(s)/Legal heir(s), the following benefits subject to the policy terms and conditions.

DEATH:

- 2.1. If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the sum stated in the relevant section of the Policy Schedule.

PERMANENT TOTAL DISABLEMENT:

- 2.2. If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - 2.2.1. 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 such loss of sight of one eye and such loss of one entire hand or one entire foot. The sum stated in the relevant section of the Policy Schedule.

2.2.2. Use of two hands or two feet or of one hand and one foot. or of such loss of sight of one eye and such loss of use of one hand or one foot. the sum stated in the relevant section of the Policy Schedule.

2.3. If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

2.3.1. 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 sum stated in the relevant section of the Policy Schedule.

2.3.2. Use of a hand or a foot without physical separation, fifty percent (50%) of the sum stated in the relevant section of the Policy Schedule.

Note: For the purpose of clause 2.2 and 2.3 above, 'physical separation' of a hand means separation at or above the wrist and of the foot means separation at or above the ankle.

2.4. If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely disable the Insured Person from engaging in any gainful employment or occupation of any description whatsoever, then a lump sum equal to the sum stated in the relevant section of the Policy Schedule.

PERMANENT PARTIAL DISABLEMENT:

2.5. If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and / or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Sum Insured as indicated below shall be payable.

Table of Benefits			% of 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	for each toe	1
ii)	Loss of hearing	Both ears	75
		One ear	30
iii)	Loss of four fingers and thumb of one hand		40
iv)	Loss of four fingers		35
v)	Loss of thumb	Both phalanges	25
		One phalanx	10
vi)	Loss of index finger	One or more phalanges	10
vii)	Loss of middle finger	One or more phalanges	6
viii)	Loss of ring finger	One or more phalanges	5

ix)	Loss of little finger	One or more phalanges	4
x)	Loss of metacarpals	First or second (addl)	3
		Third ,fourth or fifth (addl)	
xi)	Any other permanent partial disablement		Percentage as assessed by our Panel Doctor

TEMPORARY TOTAL DISABLEMENT:

2.6. If such injury prevents you from engaging in your occupation a sum equivalent to 1% of sum insured or Rs 5000/- whichever is lower shall be payable per week 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 our Panel Doctor.

3. SPECIAL BENEFITS:

3.1. Ambulance charges following an accident limited to Rs 1000/-

3.2. Loss or damage to clothing following an accident - Rs 1000/-

3.3. Transportation cost for carriage of mortal remains and funeral expenses: 1% of individual Sum Insured or Rs 2500/- whichever is lower.

3.4. Education assistance for two dependent children in the event of death or permanent total disablement of Insured - Rs 5000/- each

3.5. Loss of employment as a consequence of permanent total disablement following an accident- 2% of individual sum insured

4. CUMULATIVE BONUS

Compensation payable under the foregoing clauses 2.1 and 2.2 arising out of accidental injuries, shall be increased by 5% thereof in respect of each completed claim free year, during which the Policy shall have been in force.

Amount of such increase shall not exceed 25% of the sum stated in the relevant section of the Policy Schedule. This Cumulative Bonus is applicable on the Expiring Sum Insured or the revised Sum insured whichever is lower, so long as it is renewed continuously with the Company. The earned Cumulative Bonus will not be lost if the Policy is renewed within 30 days after its expiry.

This clause shall not in any way alter the annual character of the insurance, nor the right of the Company to decline or renew or to cancel the Policy.

5. ADD- ON COVERS: (FOR COMPREHENSIVE COVER ONLY)

5.1. **Medical Expenses Extension:** On payment of additional premium, we will reimburse the actual medical expenses incurred by you following medical treatment of a bodily injury caused by accidental, external, violent and visible means provided

that there is a valid Personal Accident claim admissible under of the Policy. The reimbursement shall be limited to the amount specified in the Schedule to this Policy

- 5.2. **Hospital Confinement Allowance:** On payment of additional premium, we will pay a daily allowance of Rs 500/- per day to a maximum of 30 days

6. **EXCLUSIONS:**

We shall not be liable under this Policy for:

- 6.1. Compensation under more than one of the foregoing benefits. This will not apply for benefits 2.3 & 2.5 and special benefits and any add on benefits, if opted for, in respect of the same incident.
- 6.2. Any other payment after a claim under one of the foregoing benefits 2.1, 2.2 or 2.4 has been admitted and become payable. This would not apply to any claim under special benefits and add-on covers, if opted for.
- 6.3. Any payment in case of more than one claim under the Policy during anyone period of insurance, by which the maximum liability of the Company in that period for death and disablement payable shall exceed the sum stated in the relevant section of the Policy Schedule. This would not apply to any claim admitted under clause 2.5 as mentioned above.

However in the event of a death claim, the sum payable shall be the Sum Insured under the relevant section of the Policy Schedule after deducting the amount already paid for the earlier disablement claim, if any.

- 6.4. Payment of compensation in respect of death, injury or disablement of the Insured Person
- 6.4.1. from intentional self-injury, suicide or attempted suicide.
- 6.4.2. whilst under the influence of intoxicating liquor or drugs.
- 6.4.3. whilst engaging in aviation, whilst mounting into or dismounting from or travelling in any aircraft other than as passenger (fare paying or otherwise) in any duly licensed Standard type of Aircraft anywhere in the world. ["Standard type of Aircraft" means an aircraft duly licensed to carry passenger (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.
- 6.4.4. directly or indirectly caused by venereal diseases, AIDS or insanity.
- 6.4.5. arising or resulting from the Insured Persons committing any breach of law with criminal intent.

6.4.6.as a result of. or which is contributed to by, the Insured Person suffering from any pre-existing condition or pre-existing physical or mental defect or infirmity.

Pre-existing disease/condition shall mean such injury/ diseases, which have been in existence at the time of proposing this insurance. Pre-existing condition means any illness/ sickness/injury or its symptoms, which existed prior to the effective date of this insurance, whether or not the Insured Person had knowledge that the symptoms were relating to the sickness. Complications arising from pre-existing disease will be considered part of that pre-existing condition.

Pre-existing condition also means any physical or mental defect or infirmity or its symptoms, which existed prior to the effective date of this insurance, whether or not the Insured Person had knowledge that the symptoms were relating to the physical or mental defect or infirmity. Complications arising from the pre-existing physical or mental defect or infirmity will be considered as part of the pre-existing condition

6.5. Payment of compensation in respect of death, injury or disablement of the Insured Person 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.

6.6. Payment of compensation in respect of death of or bodily injury or any disease or illness to the Insured Person.

6.6.1.directly or indirectly caused by or contributed to by or arising from ionising 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 exception, combustion shall include any self-sustaining process of nuclear fission.

6.6.2.directly or indirectly caused by or contributed to by or arising from nuclear weapon material.

6.7. Pregnancy Exclusion Clause: This Policy shall not extend to cover death or disablement resulting directly or indirectly caused by or contributed to or aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.

6.8. Persons whilst working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high tension supply, jockeys, circus personnel, persons engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, rock climbing, pot holing, bungee jumping, skiing, ice-hockey, ballooning, hand gliding, river rafting, polo and activities of similar hazard.

6.9. Nuclear, Chemical, Biological Terrorism Exclusion Clause: The Insurance under this Policy shall not extend to cover Death, disablement injury or medical expenses resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement "Nuclear, chemical, biological terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

"Chemical" agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

If the Company alleges that by reason of this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

6.10. Terrorism Exclusion Clause: Insurance under this Policy shall not extend to cover Death, disablement injury or medical expenses resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of terrorism. The expression/s "terrorism and/or act of terrorism" shall for the purpose of this endorsement mean an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

7. CONDITIONS

7.1. Upon the happening of any event which may give rise to a claim under the Policy, written notice with full particulars must be given to the Company immediately, and in any case, not later than 30 days after the death/disablement/ injury.

7.2. Proof satisfactory to the Company shall be furnished for all matters upon which a claim is based.

7.2.1. Any medical practitioner or other agent of the Company shall be allowed to examine the Insured Person on sustaining any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.

7.2.2. In the event of a claim in respect of loss of sight the Insured Person shall undergo at his own expense such operation or treatment as the Company may reasonably deem desirable.

7.2.3. Such evidence as the Company may from time to time require shall be furnished and postmortem examination report if necessary be furnished within a period of fourteen days after demand in writing.

Provided that all sums hereunder shall be payable.

- a) In case of death or permanent total disablement (except for loss of sight of one eye or loss of one limb), only after deleting by an endorsement the name of the Insured Person in respect of whom such amount shall become payable without any refund of premium.
- b) In case of any permanent partial disablement and permanent total disablement (for loss of sight of one eye or loss of one limb) only after reduction of sum stated in the relevant section of the Policy Schedule by an endorsement by the amount admissible under the claim in respect of the Insured Person to whom, such sum shall become payable.

The documents required in case of death claims are:

- a) Death Certificate
- b) Post mortem report.
- c) Chemical analysis report / viscera report.
- d) Inquest Panchanama report issued by the Police.
- e) First information report.
- f) Admission/Discharge/Death summary (if applicable)
- g) English translation of vernacular documents
- h) Legal Heir Certificate/ Succession Certificate where nomination has not been made

The documents required in case of disablement claims are:

- a) Medical Certificate forming part of the claim form.



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- b) Investigation reports (Laboratory tests, X- rays and reports essential for confirmation of the injury such as MRI report CAT Scan etc.)
- c) First Information Report where applicable.
- d) Medical bills and cash receipts.
- e) Admission/ Discharge summary.
- f) English translation of vernacular documents.

No sum payable under this Policy shall carry interest unless directed by Court of Law in India.

7.3. 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 acting on behalf of the Insured.

7.4. The Insured shall give immediate notice to the Company of any change in his business or occupation and address.

The Insured shall on tendering any premium for the renewal of the Policy Schedule, give notice in writing to the Company of any disease, physical defect or infirmity with which he/she has become affected since the payment of last preceding premium

7.5. The Company may at any time by giving 15 days notice in writing terminate the Policy Schedule, provided that the Company shall in that case return to the Insured, the then last paid premium less a pro-rata thereof for the portion of the insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted by Registered Post Acknowledgement Due and addressed to the Insured Person at the address last registered in the Company's books and shall be deemed to have been received by the Insured Person at the time when the same would be delivered.

Or The Policy may be cancelled at any time, by the Insured on 15 days notice in writing sent under Registered Post Acknowledgement Due. The Insured Person shall be entitled to the return of premium less premium at Company's short period rates' for the period the Policy Schedule has been in force.

Up to 1 month	25% of annual premium
Above 1 month and up to 3 months	50% of annual premium
Above 3 months and up to 6 months	75% of annual premium
Above 6 months	100% of annual premium

No refund will be made for such Insured Persons where a claim has been intimated, paid or admitted under the Policy during such period.

7.6. Renewals

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the insurance. Nothing herein or otherwise shall oblige the Company to offer renewal terms or restrict any renewal terms as to premium or otherwise.

RQBE agrees to renew the policy on payment of renewal premium. However it may exercise its option not to renew the policy on grounds of fraud, misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the earlier policies or bad moral hazard.

7.7. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or any other dealings with or relating to this Policy but the receipt of the Insured or his nominee(s)/Legal heir(s) shall in all cases be effective discharge to the Company.

7.8. Arbitration

Should any dispute arise between Us and You on the amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You or insured person against Us

7.9. Provided always that the due observance and fulfillment of the terms and conditions of this Policy along with endorsements shall so far as they relate to anything to be done or not to be done by the Insured Person be a condition precedent to any liability of the Company under this Policy.

7.10. The Policy is subject to the laws of India and jurisdiction of its Courts.

7.11. Grievance

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

7.11.1. Any partial or total repudiation of claims by the Company.

7.11.2. Any dispute regard to premium paid or payable in terms of the policy.

7.11.3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.

7.11.4. Delay in settlement of claims.



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7.11.5. Non-issue of any insurance document to customer after receipt of the premium.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Raheja QBE General Insurance Company Limited is located.

Terrorism Inclusion Endorsement:

It is hereby declared and agreed that exclusion no. 5.10 is deleted from the Policy and that this Policy will extend to cover Death, disablement, injury or medical expenses resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of terrorism.

The expression/s "terrorism and/or act of terrorism" shall for the purpose of this endorsement mean an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization (s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.