

Attention to Acf o/o DFO KN12

नेशनल इन्श्योरेंस कंपनी लिमिटेड

National Insurance Company Limited

(Subsidiary of Insurance Corporation of India)  
Regd. Office: MIDDLE STREET, CALCUTTA - 700 071



NATIONAL INSURANCE CO. LTD.

Branch Office, P. E. No: 88

11th Floor, Ambika Arcade

M. G. ROAD, THIRISSUR - 680 001.

Phone: 830552 830554

## PERSONAL ACCIDENT INSURANCE POLICY (GROUP)

Whereas the Insured named in the schedule hereto (hereinafter called the 'Insured') has made and/or caused to be made to NATIONAL INSURANCE COMPANY LIMITED (hereinafter called 'the Company') proposals and / or declaration dated as stated in the schedule hereto which together with any statement and warranties contained therein shall be the basis of this contract and is/are deemed to be incorporated herein, for the insurance hereinafter called the 'Insured Persons').

Now this Policy witnesseth that subject to and in consideration of the payment made or agreed to pay to the Company the premium 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 and subject to the terms provisions exceptions and conditions herein expressed or contained or hereon endorsed the Company shall pay to the INSURED to the extent and in the manner hereinafter provided that if any of the Insured Persons shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means the sum hereinafter set forth in respect of any of the Insured Persons specified in the Schedule:

- If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the Insured Person the capital sum Insured stated in the schedule hereto applicable to such Insured Person.
- If such injury within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or of the actual loss by physical separation of the 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 stated in the schedule hereto applicable to such Insured person.
- 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 foot, the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
- If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrevocable loss of
  - the sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto applicable to such Insured Person.
  - total and irrevocable 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 applicable to such Insured Person.

Note: For the purpose of Clause (b) and (c) above 'physical separation' of a hand or foot means separation of hand at or above the wrist and or the foot at or above the ankle.

- If such injury shall as direct consequence thereof immediately permanently totally and absolutely disable the insured Person from engaging in (being occupied with or giving attention to) any employment or occupation of any description whatsoever; then a lump sum equal to hundred percent (100%) of the Capital sum Insured stated in the Schedule hereto applicable to such Insured Person.
- 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 use or of the actual loss by physical separation of the following, then the percentage of the Capital sum Insured applicable to such Insured Person in the manner indicated below:

Percentage of the Capital Sum Insured		Percentage of the Capital Sum Insured	
i)	Loss of toes all great, both phalanges Great, one phalanx Other than great, if more than one toe lost each	ix)	Loss of ring finger three phalanges -two phalanges -one phalanx
20		5	
5		4	
2		2	
1		x)	Loss of little finger-three phalanges -two phalanges -one phalanx
50		4	
15		3	
40		2	
35		xi)	Loss of metacarples -first or second (additional) -third fourth and fifth (additional)
25		3	
10		2	
10		xii)	any other permanent partial disablement
8			Percentage assessed by the Doctor
4			
6			
4			
2			

- If such injury shall be the sole and direct cause of temporary total disablement then so long as the Insured Person shall be totally disabled form 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 as existing at the inception of the policy hereto per week but in any case not exceeding Rs. 3,000/- per week in all under all Personal accident Policies covering such insured Person.

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 dated of commencement of disablement and in no case shall exceed the Capital Sum Insured applicable to such Insured Person.

- 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 in addition to the amount payable under sub-clause (a) to (f) expenses incurred for transportation of Insured's dead body to the place of residence subject to maximum of 2% of the Capital Sum Insured or Rs.1,000/- whichever is less.

### EXCEPTIONS

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

- Compensation under the Company shall not be liable under this Policy for:
- any other payment to the same person after a claim under one of the sub-Clause (a), (b), (c) or (d) has been admitted and become payable.
- any payment in case of more than one claim in respect of such Insured person under the Policy during any one period of insurance by which the maximum liability of the Company specified in the Schedule applicable to such Insured Person exceed the sum payable under Sub-Clause (a) of this Policy to such Insured Person.
- Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- payment of compensation in respect of Death, Injury or Disablement of the Insured Person.
  - from intentional self-injury suicide or attempted suicide
  - whilst under the influence of intoxication liquor or drugs



- (c) whilst engaging in aviation or ballooning, or whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any licensed standard type of aircraft anywhere in the world.
- (d) directly or indirectly caused by venereal diseases or insanity.
- (e) arising or resulting from the Insured person committing any breach of law with criminal intent.

[Standard type of Aircraft means any aircraft duly licensed to carry passengers (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 multi engine.]

6. 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 Mutiny Military or Usurped Power Seizure Capture Arrests Restrains and Detainments of all kings princes and people of whatever nation condition to qualify payment of compensation in respect of death of or bodily injury or any disease or illness to the insured Person.

a) directly or indirectly caused by or contributed to by or arising from ionising 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 weapons materials.

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 childbirth or pregnancy or in consequence thereof.

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 and / or insured Person 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, written notice with all 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 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. Proof satisfactory 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 Insured person (s) 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, go make a post mortem examination of the body of the Insured Person (s). 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 may reasonably deem desirable.

Provided that all sums payable hereunder shall be payable:

i) In case of death or permanent total disablement all sums payable hereunder shall be payable only after deleting by an endorsement the name of the Insured person in respect of whom such shall become payable without any refund of premium.

ii) In case of permanent partial disablement all sums payable hereunder shall be payable only after reduction by an endorsement of the Capital sum Insured by the amount admissible under the claim in respect of the Insured person to whom such sum shall become payable and

iii) In case of temporary total disablement 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 Person(s).

4. a) The Insured shall give immediate notice to the Company of any change in any of the Insured Person's 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 any of the Insured Person(s) have 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 in respect of such person in respect of whom no claim has arisen 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. A/D. Such notice shall be deemed to be effective from the date of despatch of the same by the Insured. Provided no claim has arisen under the within mentioned Policy prior to the despatch 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 dealings with or relating to this Policy. The receipt of the Insured 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 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 persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required to do so 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 reference and who shall sit with the arbitrators 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/ arbitrators 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 (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 purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.