



**UNITED INDIA INSURANCE COMPANY LIMITED**  
**JANATA PERSONAL ACCIDENT - INDIVIDUAL POLICY**

Where as the insured named in the Schedule below has made or caused to be made to United India Insurance Co. Ltd (hereinafter called 'the Company') a written proposal as per Schedule herein (warranting the truth of the statement's contained therein) which is the basis of this Contract and is deemed to be incorporated herein and has paid to the Company the premium hereil1 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 definition as and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the insured as herein after mentioned.

**I. SCOPE OF COVER**

If the insured shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means, then the Company shall pay to the insured the sum of hereinafter set worth that is to say

- (a) If such injury shall within Twelve calendar months of its occurrence be the sale and direct cause of death the Insured the capital sum insured stated in the schedule. The amount payable under this clause shall be paid to the Assignee shown in the Schedule.
- (b) If such injury shall within twelve calendar months of its occurrence be the sale and direct cause of the total and irrecoverable loss of sight of both eyes, or total and irrecoverable loss of use of two feet, or use of two hands or one hand and one foot, or such loss of sight of one eye and such loss of hand or of one foot the capital sum insured stated in the Schedule hereto.
- (c) If such injury shall within twelve calendar months of is occurrence be the sale and direct cause of the total and irrecoverable loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot, fifty percent (50%) of the capital sum insured stated in Schedule here.
- (d) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of permanently totally and absolutely disabling the insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever the capital Sum Insured stated in the schedule.

**II. PROVISIONS**

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

- 1 Compensation undermore than one of the Sub- clause (a). (b), (c) or (d) in respect of same injury or disablement.
- 2 Any payment In excess of amount under the Policy during any one year of Insurance.
- 3 Payment of compensation in respect of injury and or disablement directly or indirectly arising out of or contributed to by traceable to any disability existing on the date of issue of this policy.
- 4 Payment of compensation in respect of death, injury or disablement of the insured from (a) intentional self-injury, suicide or attempted suicide. (b) Whilst under the influence of intoxicating liquor or drug. (c) Whilst racing on wheels, hunting Big Games Shooting, Mountaineering or hills engaged in winter sports, skiing & ice hockey. (d) Directly or indirectly caused by insanity. (e) Arising or resulting from insured committing any breach of the law criminal intent.
- 5 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, hostile (whether war be declared or not) civil war, rebellion. revolution, insurrection, mutiny, military or usurped power seizure capture, arrest, restrains and detainments of all kings, princes people of what nation, condition quality so ever.
- 6 Payment of compensation In respect of death of or bodily injury to the insured directly or indirectly caused by or contributed to by or arising from or traceable to ionising radiation or contamination by radioactivity from any source whatsoever. or from unclear weapons material.
- 7 Provided also that 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 as far as they relate to anything to be done or not to be done by the insured be a condition to any liability of the Company under this Policy.

**III. CONDITIONS**

1. Upon the happening of any event which may give rise to a claim under this policy the insured shall forthwith give notice thereof the Company Unless reasonable cause is shown the insured should, within one calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
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 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, and such evidence as the company may from time to time require



## JANATA PERSONAL ACCIDENT - INDIVIDUAL POLICY

(including a postmortem 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 insurer's expenses such operations or treatments as the Company may reasonably deem desirable, Provided that in the cases of a claim by death or permanent total disablement all sums payable hereunder shall be payable only on the delivery of this Policy cancelled and discharged.

3. No sums payable under this Policy 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 persons on behalf of the insured.
5. Cancellation:
  - a) The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall refund proportionate premium for unexpired policy period, if there is no claim (s) reported during the policy period.
  - b) The Company may cancel the policy at any time on grounds of mis-representation, nondisclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud.
6. If the insured shall at any time during the continuance of the Policy be insured against similar Janata Personal Accident Insurance Policy with one or more Insurers, then the maximum liability, of the insureds irrespective of such policies in force with one or more Insurers shall be limited to a sum.

### **IV. PROHIBITION OF REBATES 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 as 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 published prospectuses or table of the insurer.
2. Any person making default in complying with the provisions of this Section shall be punished with fine which may extend to five hundred rupees.