



UNITED INDIA INSURANCE COMPANY LIMITED
JANATA PERSONAL ACCIDENT INSURANCE POLICY
POLICY WORDING

Issuing Office:

Received with thanks from Shri/Smt/Kum. -----
the sum of Rs. ____ /- (Rupees _____ only) by Cash /cheque No----- dated--
----- on ----- Bank on account of premium under Janatha Personal
Accident Insurance Policy referred to above.

N.B. For Payment by cheque Receipt will be valid subject to realisation of cheque.

WHEREAS the insured named in the Schedule below has made or caused to be made to ----
----- (hereinafter called the
"Company") a written proposal dated as stated in 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
of the risks hereinafter specified occurring during 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
indemnify the Insured as hereinafter mentioned.

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
hereinafter set forth that is to say-

- a) If such injury shall within Six calendar months of its occurrence be the sole and direct cause
of the death of 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 within Six calendar months of its occurrence be the sole and direct cause of
the total and irrecoverable loss of sight of both eyes, or total irrecoverable loss of 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 capital sum insured stated in the Schedule
hereto.
- c) If such injury shall Six calendar months of its occurrence be the sole and direct cause of
the total and irrecoverable loss of the sight of one eye or total and irrecoverable loss of use
of a hand or foot, fifty percent (50%) of the Capital Sum Insured stated hereto.
- a) If such injury shall within Six 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

SCHEDULE

INSURED: Sri/Smt/Kumari			Policy No:
ADDRESS: Occupation			Issued at
AGE LAST BIRTHDAY YEARS			
EXISTING DISABILITY: I hereby declare that I do / do not suffer from loss / disablement / incapacity of ----- ----- -----and I understand the Company shall not pay for the same in the event of any accidental injury.			DECLARATION I declare that I have explained the questions to the Proposer. That the Proposer's answers thereto have been recorded by me and that he/she has affixed his/her signature/thumb impression after satisfying himself/herself that the answers have been correctly recorded. Signature of person writing the answers.
ASSIGNEE'S NAME			I declare that the questions were explained to me fully by Shri / Smt / Kumari ----- -----and that the answers thereto have been recorded by him/her under my dictation and that I have affixed my Signature / thumb impression after satisfying myself that they have been correctly recorded. I, ----- do hereby assign the moneys payable in the event of my death by the --- ----- Company, to ----- ----- (relation to the insured) and I further declare that his / her receipt shall be sufficient discharge to the Company. Signature / Thumb Impression of the Insured Date
ADDRESS			
Relationship			
WITNESS TO ASSIGNMENT			
1. Name & Address	2. Name & Address		
Period of Insurance From A.M. on to noon on P.M			
			Capital Sum insured: Premium:

In witness whereof the undersigned being only duly authorised by the Company and on behalf of the Company has hereunto set his hand.

“It is hereby declared and agreed that in the event of death of the insured in the circumstances giving rise to a valid claim under clause (a) of the policy, the sum insured under the clause shall be payable to his (mention relation to the Insured Mr. /Mrs/Miss----- in accordance with the legal assignment dated ----- duly executed by the insured on the proposal form

which is deemed to be incorporated under the policy. Discharge to the Company by the said Mr/Mrs/Miss-----shall be sufficient and legally binding discharge to the Company of all claims under clause (a) of the Policy”.

PROVISIONS

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

1. Compensation under more than one of the sub-clauses (a), (b), (c) or (d) in respect of same injury or disablement.
2. Any Payment in excess of Sum Insured under the policy during any one year of insurance.
3. Payment of compensation in respect of injury or disablement directly or indirectly arising out of contributed to by or 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 drugs (c) whilst racing on wheels, hunting Big Game Shooting, Mountaineering or whilst engaged in winter sports, skiing & Ice Hockey (d) directly or indirectly caused by insanity (e) Arising or resulting from the insured committing any breach of the law with criminal intent.
5. Payment of compensation in respect of death, injury or disablement of the Insured due to or arising out of directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, insurrection, mutiny, military or usurped powers, seizure, capture, arrests, restraints and detainments of all kings, princes and people of whatever nation condition or quality soever
6. Payment of compensation in respect of Death of or bodily injury to the insured directly or indirectly caused by or contributed to be or arising from or traceable to ionising radiation or contamination by radioactivity from any source whatsoever, or from nuclear weapons material.
7. Provided also that the due observance and fulfilment of the terms and conditions of this policy (which conditions and all endorsement 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.

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 to 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 postmortem examination of the body of the Insured, and such evidence as the company may from time to time require (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 Insured's expenses such operation or treatment as the Company may reasonably deem desirable. Provided that in the case of 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 sum payable under this policy shall 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 of devise, whether by the Insured or by any person on behalf of the Insured.
5. The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rates provided no claim has occurred up to the date of cancellation.
6. If the insured shall at any time during the continuance of the Policy be insured against similar Jonathan Personal Accident Insurance Policy with one or more Insurers, then the maximum liability of the Insurers irrespective of the number of such Policies in force with one or more Insurers shall be limited to a sum of ---

PROHIBITION OF REBATES

The following is a copy of Section 41 of the 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 an 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 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 prospectus or table of the insurer. Provided that acceptance by an insurance agent of commission in connection with a Policy of Life Insurance taken out by himself on his own life shall not be deemed to be acceptance of a rebate of premium within the meaning of this sub-section if at time of such acceptance the insurance agent satisfied the prescribed conditions establishing that he is a bonafide Insurance agent employed by the Insurer.
- (2) Any person making default in complying with that provision of this section shall be punishable with fine which may extend to five hundred rupees.