

# UNITED INDIA INSURANCE COMPANY LIMITED ACCIDENT INSURANCE -KISAN CREDIT CARD HOLDERS

## I. <u>PREAMBLE</u>

Whereas the Insured named in the Schedule below has made or caused to be made to United India Insurance Company Limited, (hereinafter called "the Company") a written proposal as per the schedule herein (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 therein stated for the Insurance of the risk 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 indemnity the insured as hereinafter mentioned.

### II. SCOPE OF COVER

If the insured shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, then the company shall pay to the insured the sum hereinafter set forth that is to say-

- If such injury shall within 12 calendar months of its occurrence be the sole and direct cause of:
- (i) Death of the insured (KCC Holders) the capital sum insured of Rs.50,000/- is payable under this clause.
- (ii) Permanently, totally and absolutely disabling the insured from engaging in, being occupied with or giving attention to any employment or occupation of any description the capital sum insured of Rs.50,000/- is payable under this clause.
- (iii) Total and irrecoverable loss of sight of both eyes or loss of use of two hands or two feet or one hand and one foot or one eye and one limb the capital sum insured of Rs.50,000/- is payable under this clause.
- (iv) Total and irrecoverable loss of sight of one eye or one limb 50% of the capital sum insured Rs.25,000/- is payable under this clause.

#### **III. EXCLUSIONS**

The insurers shall not be liable under this scheme for:

- 1. Compensation under more than one of the sub-clause (i), (ii), (iii) or (iv) above in respect of same injury / disablement.
- 2. Any payment, in case of more than one claim under the policy, during any one period of Insurance by which Maximum liability of the Company in that period would exceed the sum payable under sub-clause (i) of this policy.
- 3. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or 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) directly or indirectly caused by insanity, (d) arising out of 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 (a) 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, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments of all Kings, Princes and people of that nation condition or quality whatsoever.
- 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 ionizing radiation or contamination by radioactivity from any source whatsoever or from nuclear weapon material.
- 7. 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 be done by the insured be condition precedent to any liability of the Company under this policy

#### **IV. 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 within one calendar month after the event, which may give rise to a claim under the policy, give written notice to the company with particulars of the claim.



- 2. Satisfactory proof to the company shall be furnished of all matters upon which a claim is based. Any medical or other agents 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 post-mortem examination of the body of the insured and such evidence as the company may from time to time require (including a post-mortem 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 expense such operation or treatment as the company may deem desirable.
- 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 or 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.
- 5. At the option of either the bank or the insurance company this Master policy can be cancelled / terminated subject to an advance notice of at least three months by the party intending to terminate, declaring the intention to terminate the Master policy. The Master policy shall stand automatically cancelled / terminated immediately on expiry of three months' period from the date of notice unless the notice is revoked before the expiry of the three months' period.
- 6. In case of any difference of opinion with regard to the interpretation of any or whole of the clauses of Master policy the decision of a Five Member Committee consisting of a nominee of the M.O.F., Banking Division, Government of India, a nominee of M.O.F., Insurance Division, Government of India, a nominee of the NABARD, a nominee of RBI and a nominee of GIPSA mutually agreed upon, shall be final.

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 12 calendar months from the date of such disclaimer have been made the subject of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### **V. PROHIBITION OF REBATE**

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 the time of such acceptance the insurance agent satisfies the prescribed conditions establishing that he is a bonafide insurance agent employed by the insurer.
- 2. Any person making default in complying with the provision of the section shall be punishable with fine which may extend to five hundred rupees

## VI. CANCELLATION CLAUSE

- 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.