

UNITED INDIA INSURANCE COMPANY LIMITED

PH: FAX: EMAIL:

MICRO-INSURANCE PRODUCT-GROUP ROAD SAFETY POLICY POLICY NO.:

PERIOD OF INSURANCE From To

Insured

Agent Name : Agent Code : Mobile/Landline Number/Email :

REGD. & HEAD OFFICE, 24, WHITES ROAD, CHENNAI - 600014 Website: http://www.uiic.co.in, Email - info@uiic.co.in **Printed By:**



MICRO-INSURANCE PRODUCT-GROUP ROAD SAFETY POLICY SCHEDULE

Policy No.:			Previous Policy No.		
Name of Insured/	/ID:				
Tel.(O):		Fax:	Tel.(R):	Mobile:	
Business/Occupat	ion :		Email:		
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Assignee Detail					
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MICRO-INSURANCE PRODUCT-GROUP ROAD SAFETY POLICY

(GROUP ROAD SAFETY POLICY WITH MEDICAL EXPENSES ARISING OUT OF ROAD ACCIDENT)

WHEREAS the Insured named in the Schedule herein (hereinafter called the "Insured") has made or caused to be made to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the "Company") a written proposal as per the 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 as stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

NOW THIS POLICY WINTESSETH that subject to terms, conditions and exclusions and definitions herein contained or endorsed or otherwise expressed hereon, the Company will indemnify the Insured as hereinafter mentioned:

There are two combinations under the policy applicable for covering various sections:-

- 1. SCHEME "A" "SECTIONS I AND II"
- 2. SCHEME "B" "SECTIONS I, II, & III"

SECTION I - PERSONAL ACCIDENT

If the Insured / Insured person shall sustain any bodily injury resulting solely and directly from an 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 twelve Calendar months of its occurrence be the sole and direct cause of the death of an insured person, the Capital Sum Insured mentioned in the Schedule hereto.
- (b) If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or both hands or both feet, or of the actual loss of one eye and such loss of one of two entire hands or two entire feet, or of the one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or such loss of one entire foot of an insured person, the Capital Sum Insured mentioned in the Schedule hereto.
- (c) If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or of the actual loss of one entire hand or one entire foot of an insured person, fifty percent (50%) of the Capital Sum Insured mentioned in the Schedule hereto.
- (d) If such injury shall as a direct consequence thereof immediately, permanently, totally and absolutely disable an insured person from engaging in, being occupied with, or giving attention to paid employment or occupation of any description whatsoever, the Capital Sum Insured mentioned in the Schedule hereto.

SECTION II - MEDICAL EXPENSES FOR BODILY INJURY CAUSED BY AND ARISING OUT OF ROAD ACCIDENT

Further, subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule or during the continuance of this policy by renewal, any insured person shall sustain any bodily injury RESULTING SOLELY AND DIRECTLY FROM road accident which would normally give rise to a Third Party claim under Motor Policies / Motor Vehicle Act (hereinafter called INJURY) and if such INJURY shall require any such person upon the advice of a duly qualified physician / Medical Specialist / Medical Practitioner (hereinafter called Medical Practitioner) or of a duly qualified surgeon (hereinafter called Surgeon) to incur Hospitalisation expenses for medical / surgical treatment at any Nursing Home / Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient, the Company will pay to the Insured person the amount of such expenses as would fall under different heads mentioned below which are reasonably and necessarily incurred in respect thereof by or on behalf of such insured person but not exceeding the sum insured in aggregate in any one policy period as defined hereinafter:

- a) Room, Boarding expenses as provided by the Hospital / Nursing Home.
- b) Nursing Expenses.
- c) Surgeon's, Anaesthetist's, Medical Practitioner's, Consultant's, Specialist's fee.
- d) Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Material, X-Ray, Artificial Limbs, Cost of Organs, and similar expenses.
- e) Ambulance Charges for carrying the insured person from the spot of accident to the Hospital / Nursing Home

SECTION III - EXTENSION TO COVER MEDICAL EXPENSES FOR ACCIDENT ARISING DURING AND IN THE COURSE OF EMPLOYMENT

It is hereby agreed and declared that notwithstanding anything to the contrary contained in this policy, this insurance is extended to cover the hospital expenses necessarily incurred and expended in connection with any accident up to the Capital Sum Insured per person for injuries sustained whilst in the course of and out of employment (as defined under Workmens' Compensation Act, 1923). It is imperative that this extension is offered only if Section I covering Personal Accident is covered.

TERMS AND CONDITIONS APPLICABLE UNDER SECTIONS I, II, & III

 Hospital / Nursing Home - shall be deemed to mean any institution in India established for the treatment of injuries / disease, which has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and medical practitioner.

The term Hospital shall not include an establishment which is a place of rest, a place for the aged, a place for drug addicts, a place for alcoholics, a hotel or a similar place. In case the Hospital / Nursing Home is not registered with the local authorities, the minimum requirement to be fulfilled are that it should have

- a) A fully equipped Operating Theatre of its own.
- b) Fully qualified Nursing staff under its employment round the clock.
- c) Fully qualified Physician / Surgeon should be in charge round the clock.
- 2. **Surgical Operation -** means manual and / or operative procedure for repair of injuries, diagnosis, relief of suffering and prolongation of life.
- 3. **Road Accident** -Accident caused by or arising out of use of motor vehicles as defined in the Motor Vehicle (Amendment) Act, 1994. Accident shall mean collision between two vehicles, against external object, skidding of vehicle resulting in bodily injury, which would normally give rise to Third Party claim under Motor Policies / Motor Vehicle Act.
- 4. **Injury Series Clause** for the purpose of this policy where several bodily injuries are attributable directly or indirectly to the same road accident, all such bodily injuries shall be treated together and all the admissible hospital expenses arising out of such bodily injuries shall be treated as one claim.
- Medical Practitioner means a person who holds a Degree / Diploma of a Recognised Institution and is registered by the Medical Council of the respective State / Union Territory in India. The term Medical Practitioner would include Physician, Specialist, and Surgeon.
- 6. **Qualified Nurse** means a person who holds a Certificate of a recognised Nursing Council and who is employed on the recommendation of attending Medical Practitioner.
- 7. **Period of Insurance -** the period of insurance means the period commencing from the inception date till five years or ten years as the case may be.
- 8. **Policy Period** Policy Period is defined as the period of 12 months each commencing from the date of inception from which the risk has commenced.
- 9. **Indemnity Limits** the limit of indemnity will be restricted to the Sum Insured selected by the insured person as mentioned in the Schedule and will apply to each policy during the period of insurance separately.
- 10. **Pre-Existing Condition** means such injury which has been in existence at the time of proposing this insurance. Pre-existing condition also means any 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 related to the injury. Complications arising from pre-existing injury will be considered part of that pre-existing condition.

EXCLUSIONS:

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) of Section I in respect of same injury or disablement.
- 2. 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.
- 3. Payment of compensation in respect of death, injury or disablement arising out of or resulting from the Insured's
 - a) Intentional self-injury, suicide or attempted suicide.
 - b) Being under the influence of intoxicating liquor or drug.
 - c) Insanity (Directly or indirectly caused by insanity).
 - d) Committing any breach of law with criminal intent.
- 4. Payment of compensation in respect of death, injury or disablement of the Insured from or 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 of all kings, princes and people of whatsoever nation.
- 5. Payment of compensation in respect of death 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 nuclear weapons material.

- 6. Any hospitalisation expenses incurred because of bodily injury resulting directly or indirectly, proximately or remotely, from any accident other than road accident as defined in this policy.
- 7. Expenses on vitamins and tonics unless forming part of the Hospitalisation treatment for injury as certified by the attending Physician.
- 8. Naturopathy Treatment.

CONDITIONS

- 1. Every notice or communication to be given or made under this policy shall be delivered in writing at the address as shown in the policy schedule.
- 2. 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.

NOTE: waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time-limit.

- 3. In the event of a claim admissible under Hospital Expenses of policy because of a road accident, the Insured shall lodge forthwith a complaint to the nearest Police Station, unless it is not practicable to do so on account of reason(s) beyond the control of the insured, in which case a report / complaint should be sent by the insured to the Police Station having jurisdiction as soon as possible, and in any case within 7 days time, mentioning therein the circumstances of the occurrence including the circumstances if any for not taking immediate steps to report the said accident to the Police. Submission of the Police Report shall be a condition precedent to any liability of the Company to make payment under this policy.
- 4. If the Proposer is a owner / driver of Motor Vehicle, then it is essential that the Proposer or his / her driver holds a valid driving licence issued by the Competent Authority as per the Motor Vehicle (Amendment) Act, 1994.
- 5. The premium payable under this Policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorised Official of the Company. The due payment of premium and the observance and fulfilment of the terms, provisions, conditions and endorsements of this policy by the Insured in so far as they relate to anything to be done or complied with by the Insure shall be a condition precedent to any liability of the Company to make any payment under this Policy. No waiver of any terms, provisions, conditions and endorsements of this Policy shall be valid unless made in writing and signed by an authorised Official of the Company.
- 6. In the event of a claim being admissible the Insured has to submit claim forms and other documents as listed below:

IN CASE OF CLAIMS ARISING DUE TO ROAD ACCIDENTS:

- a) Attested copy of F.I.R. / Panchnama
- b) Newspaper cuttings (if applicable).
- c) Photographs if any.

SECTION I: (IN CASE OF DEATH / PERMANENT TOTAL DISABLEMENT CLAIMS OF PERSONAL ACCIDENT)

- a) The Post-mortem Report.
- b) Death Certificate.
- c) Insurance Certificate (to be surrendered to the Company)
- d) In the case of permanent total/partial disability claims like loss of eyes or limbs, a certificate from the attending Surgeon / Physician giving complete details of injury in extent of loss of use of organs, etc.

SECTION II: (COVERING HOSPITALISATION EXPENSES ARISING OUT OF ROAD ACCIDENT)

- a) The original hospitalisation / nursing home bills, receipts, cash memos, prescriptions, X-rays, pathological reports.
- b) A certificate from the attending physician stating the nature and extent of injury.
- c) Any additional information and assistance as the Company may require.

SECTION III: (COVERING HOSPITAL EXPENSES DUE TO ACCIDENT ARISING DURING AND IN COURSE OF EMPLOYMENT)

- a) Proof of employment showing employer-employee relationship, and attested copy of attendance register.
- b) Salary Payment / Disbursement Register.

The Insured / Insured persons should allow any representative of the Company to examine the injured either at the residence or Hospital / Nursing Home at all reasonable times and should co-operate with the Company if any claim reduction measures are suggested. Provided that in the case of a claim by death or permanent total disablement, all sums will be payable on the delivery of this policy cancelled and discharged.

- 7. No sum payable under this Policy shall carry interest.
- 8. 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.
- 9. MIS-DESCRIPTION: This policy shall be void and all premium paid hereon shall be forfeited by the Company in the event of misrepresentation, mis-descriptions, or non-disclosure of any material facts / particulars.
- 10. SUBROGATION: The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be, or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the indemnification of the Insured by the Company.
- 11. 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 Companys short period rates provided no claim has occurred upto the date of cancellation.
- 12. If any difference shall arise 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 a sole arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference, and the third arbitrator to be appointed by such two arbitrators, and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore 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 of the amount of the loss or damage shall be first obtained.

It is also hereby expressly agreed and declared that If the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not, within 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 purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. All medical / surgical treatments under this Policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency only.

14. Contribution Clause applicable to Section II covering Hospitalisation Expenses:

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
