

**GROUP PERSONAL ACCIDENT**  
**POLICY**  
General Insurance Company Ltd.  
**WORDINGS**

## GROUP PERSONAL ACCIDENT POLICY

### WORDINGS

In consideration of your having paid the premium for the period stated in the schedule or for any further period for which We may accept the payment for renewal of this policy, we undertake that in the event of death or bodily injury sustained by the Insured Person (s) arising out of Accident during the policy period, we will make payment to them or their legal representative/nominee as per the Table of Benefits set forth in the policy provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by them have been met.

This policy is an evidence of the contract between you and Magma HDI General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

### DEFINITION

1. **You/Your** : The person (s) named as Insured in the Schedule
2. **We/Us/Our** : Magma HDI General Insurance Company Limited
3. **Proposal**: The application form you sign for this insurance and/or any other information you give to us or which is given to us on your behalf.
4. **Policy**: Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule**: It provides details of the insured person(s), which are in force and the level of cover Insured Person(s) have.
6. **Capital Sum Insured**: It means the monetary amounts shown against insured person(s) which is the maximum limit of our liability against said insured person.
7. **Accident**: Sudden, unforeseen and unexpected event caused by external, violent and visible means resulting in physical bodily injury.
8. **Period of Insurance**: The time period for which the contract of insurance is valid as shown in the Policy Schedule.
9. **Insured Person**: The person(s) named as insured person in the Schedule which may include you, your employee(s), spouse, dependent children and dependant parents
10. **Bodily Injury**: It means accidental physical bodily injury solely and directly caused by external, violent visible cause.
11. **Permanent Total Disablement**: The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.
12. **Temporary Total Disablement**: The bodily injury that prevents you from engaging in your occupation for a period not exceeding 104 weeks since the date of injury to the time you are fit enough to resume your occupation as certified by Medical Professional
13. **Permanent Partial Disability**: The bodily injury that results in total, irrevocable, absolute and continuous loss of or impairment of a body part or sensory organ specified under the Table of Benefits.
14. **Medical Practitioner**: Person holding a Medical degree of a recognised institution registered by Medical Council of respective State of India.
15. **Accidental Death**: Accidental death means death resulting from Bodily Injury solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary for such injury, occasions the death of the insured person within 12 months from the date of accident.
16. **Group**: A group should consist of persons who assemble together with a commonality of purpose or engaging in a common economic activity like employees of a company. Like - employer-employee groups, employee welfare associations, holders of credit cards issued by

a specific company, customers of a particular business where insurance is offered as an add on benefit, borrowers of a bank, professional associations or societies may also be treated as a group provided the president/secretary/ manager/group organizer in his capacity as organizer of the group has an authority from majority of the members of the group to arrange insurance on their behalf or is doing so as part of a necessary security for other matters such as a bank on the life of borrowers. For employer employee groups the scheme may be either contributory or non- contributory and there will be no limit to employer contribution.

There should be a clearly evident relationship between the member and the group manager for services other than insurance. While a homogeneous group of persons may decide to buy a group insurance policy to achieve saving in cost, a person negotiating "group" rates and then going round finding members to insure will not be considered as a legitimate group.

### COVERAGE

WHAT WE COVER	WHAT WE EXCLUDE
<p>Bodily injury directly resulting in the death or disablement to insured person as per the Table of Benefits.</p> <p>The scope of coverage shall depend on the benefit selected by you and as described in the Schedule</p> <p>A) Basic Cover—Death only B) Wider Cover---Death + Permanent Total Disability + Permanent Partial Disability C) Comprehensive Cover---- Death + Permanent Total Disability + Permanent Partial Disability + Temporary Total Disability</p> <p>WE shall pay to the insured person or his/her legal personal representative / nominee the compensation set forth in Table of Benefits (as percentage of Capital Sum Insured)</p>	<ol style="list-style-type: none"> <li>1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li> <li>2. Any other payment after a claim under one of the benefits 1,2, 3 and 4 in Table of benefits has been admitted and becomes payable.</li> <li>3. Any payment in case of more than one claim under this policy during any one period of Insurance by which our liability in that period would exceed CSI</li> <li>4. Payment of compensation in respect of injury as a consequence of/resulting from               <ol style="list-style-type: none"> <li>a) Committing or attempting suicide, intentional self-injury.</li> <li>b) Whilst under influence of intoxicating liquor or drugs.</li> <li>c) Drug addiction or alcoholism.</li> <li>d) Whilst engaged in any adventurous sports.</li> <li>e) Committing any breach of law with criminal intent.</li> <li>f) War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.</li> </ol> </li> <li>5. Consequential loss of any kind and/or any legal liability</li> <li>6. Pregnancy including child birth, miscarriage, abortion or complication arising there from</li> <li>7. Participation in any naval, military or air force operations .</li> <li>8. Curative treatments or interventions</li> <li>9. Venereal or sexually transmitted diseases.</li> <li>10. HIV and or related illness</li> </ol>

TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Death	100
2. Permanent Total Disability:	
a) Loss of sight (both eyes)	100
b) Loss of two limbs	100
c) Loss of one limb and one eye	100
d) Permanent Total and absolute disablement as certified by Medical Practitioner.	100
3. Permanent Partial Disability	
a) Loss of sight of one eye	50
b) Loss of one limb	50
c) Loss of toes-all	20
d) Great-both phalanges	5
e) Great-one phalanx	2
f) Other than great, if more than one toe lost each	1
g) Loss of hearing – both ears	50
h) Loss of hearing – one ear	15
i) Loss of Speech	50
j) Loss of four fingers and thumb of one hand	40
k) Loss of four fingers	35
f) Loss of thumb-both phalanges	25
g) Loss of thumb-one phalanx	10
h) Loss of index finger	
i) Three phalanges	10
ii) Two phalanges	8
iii) One phalanx	4
i) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
j) Loss of ring finger	
i) Three phalanges	5
ii) Two phalanges	4
iii) One phalanx	2
k) Loss of little finger	
i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
l) Loss of Metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
m) Any other permanent partial disablement	% as assessed by Medical Practitioner appointed by us

4. Temporary Total disablement benefit at the rate per week	1% of C.S.I or Rs5000 whichever is lower for 104 weeks max.,
Additional Benefits Under The Policy In Addition To Capital Sum Insured INCASE THE LIABILITY for accidental claim IS ADMITTED	
A. Transportation cost for carriage of dead body to Home including funeral charges.	1% of Capital Sum Insured or 2,500/- (Two thousand five hundred) whichever is lower.
B. Cost of Clothing damaged in the Accident as described above and liability is admitted by US.	Actual expenses subject to maximum of Rs 1000/
C. Ambulance charges for transportation of Insured person to Hospital following Accident	Actual expenses subject to maximum of Rs 1000/
D. <b>Education Fund</b> In the event of death of the first insured, or his permanent total disablement i.e. 1 & 2 of Table of Benefit of the first Insured Person, WE will approve compensation towards Education Fund for dependent children below 25 years	-5% (Five percent) of C.S.I Subject to a maximum of Rs. 15000/-
E. <b>Loss of Employment</b> In the event of accident leading to loss of employment as a consequence of Permanent Total Disability as per the table of benefits.	2% of CSI subject to a maximum of Rs. 25000/-

**Optional Covers: (applicable only to Comprehensive Policy and on receipt of additional premium specifically shown under the Schedule)**

**A) Medical Expenses Extension:** In consideration of payment of additional premium as shown in the Schedule, the Policy is extended to cover the medical expenses reasonably and necessarily incurred by you towards medical expenses as a result of an accident resulting in the bodily injury, death or disablement under the following four options.

**a)**

1. Actual expenses incurred, or
2. 10% of the C.S.I. or
3. 25% of the admissible P.A. claims whichever shall be less.

**b)**

1. Actual expenses incurred, or
2. 20% of the C.S.I. or
3. 40% of the admissible P.A. claim amount, whichever shall be less.

**c)**

1. Actual Expenses or
2. 35% of capital sum insured or
3. 75% of the admissible PA claim whichever shall be less.

**d)**

1. Actual Expenses or
2. 50% of capital sum insured or
3. 100% of the admissible PA claim amount whichever shall be less.

**B) Hospital Confinement Allowance:** In consideration of payment of additional premium as shown in the Schedule, we undertake to pay a daily allowance of Rs 500/- per day to a maximum of 30 days if you or any of the insured person (s) is hospitalised as a result of an accident resulting in the bodily injury, death or disablement.

**GENERAL CONDITIONS:**

**1. Notice:**

Every notice and communication to the Company required by this policy shall be in writing. Initial notification can be made by telephone

**2. Mis-description:**

This Policy shall be void and premium paid shall be forfeited to US in the event of mis-representation, mis-description or non-disclosure of any materials facts by you.

Non-disclosure shall include failure on your part to intimate us in writing and obtaining written approval from us in respect of Changes in Circumstances arising out of changes in the duty, business, occupation of the insured person(s).

**3. Claim Procedure :**

- A) Upon happening of any accident and/or injury which may give rise to a claim under this policy
- You shall give us a notice to our call centre immediately and also intimate in writing to our policy issuing office. In case of death, written notice also of death must, unless reasonable cause is shown, be given before internment/ 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.
  - All certificates, information and evidence from a Medical Practitioner or otherwise required by us shall be provided by you at your expense.
- B) On receipt of intimation from you regarding a claim under the policy, we are entitled to carry out examination and ascertain details and in the event of death get the post-mortem examination done in respect of deceased person.

**4. FRAUD**

All benefit under this Policy shall be forfeited and the policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy.

**5. Cancellation**

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand. You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us :

Upto 1 month	25% of annual premium
Above 1 month and upto 3 months	50% of annual premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

**6. Arbitration**

Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of

an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You or insured person against Us

**7. Disclaimer Clause**

In case of any claim under the Policy which is not admitted by us and such claim shall not have been made subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

8. The geographical scope of this policy will be **WORLDWIDE**, however the claims shall be settled in India in Indian rupees. The provisions of this policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.

**9. Adjustment of Premium (applicable to policies issued on unnamed employees basis)**

The premium payable hereon has been determined by reference to your estimate of the number of persons and their category as stated in the Schedule. It is hereby agreed that during the Policy Period you shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by us at any reasonable time.

Within one month from the expiry of this Policy, you shall provide us with a written record of the actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof at our request. If the actual number of persons within such category ascertained after the expiry of this Policy shall differ from your original estimate thereof, then:

If the actual number of persons within such category exceeds the estimate of the same, you shall pay us any additional premium that we may determine by reference to the differential, or

If the actual number of persons within such category is less than the estimate of the same, we will reimburse you by reference to the differential but subject to minimum retention of premium of 50%

**10. COMPENSATION:**

- (i) In case of claim by death or permanent total disablement compensation will be made only after deleting by an endorsement the name of the deceased/ injured person in respect of whom such sums shall become payable.
- (ii) In case of claim by permanent partial disablement i.e. Benefit 3 of Table of Benefits compensation will be made only after reduction of Capital Sum by an endorsement by the amount admissible under the claim in respect of the injured person.
- (iii) In case of Temporary Total Disablement Benefit i.e. 4 of Table of Benefits compensation will be made only upon termination of such disablement in respect of Injured person or on the expiry of 104 weeks of disablement, whichever occurs earlier

**11. FREE LOOK PERIOD:**

On the first inception of the policy, You have a period of 15 days from the date of receipt of the documents to review the terms and conditions of the Policy. If You disagree to any of the terms or conditions of the Policy You have the option to return the policy stating the reasons for Your objection and You will be entitled to a refund of the premium paid, subject only to a deduction of

the expenses incurred by Us on the Health check up ,Policy issuance and stamp duty charges .In cases where the risk has already commenced and the option of returning the policy is exercised by You, the refund of the premium paid will also be subject to a deduction for proportionate risk premium for the period We have been on cover. No Claim shall be payable in free look Period if you opt not to continue with the Cover.

**12. Accumulation clause :**

*"It is warranted that not more than three (3) Insured Persons should travel together in the same air conveyance at one time. In the event of claim for more than three Insured Persons occurring whilst traveling by the same air conveyance, the benefits payable under this Policy to each Insured Person will be paid proportionately in ratio to the overall limit of top three (3) Sum Insured of the affected Insured Persons bears to the total amount claimed cumulatively by all the affected Insured Persons travelling in the same air conveyance. The Company's maximum liability is restricted to top three (3) Sum Insured of the affected Insured Persons travelling in the same air conveyance."*

**GENERAL EXCLUSIONS**

WE will not pay for any compensation in respect of death, Injury or disablement of the Insured Person arising out of:

- War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
- Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
- The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
- Intentional self-injury, suicide or attempted suicide, Venereal Disease or Insanity
- The insured being under the influence of intoxicating liquor or drugs
- Death or disablement resulting from pregnancy or child birth.(in case of female insured).
- The Insured committing any breach of Law with criminal intent.
- Engaging in Aviation or Ballooning or Whilst mounting into or dismounting from or traveling in any a balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
- Contracting any illness directly or indirectly arising from or attributable to HIV or any HIV related illness including AIDS and / or any mutant derivative or variation of HIV or AIDS.
- On duty with any armed forces.

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