



## UNITED INDIA INSURANCE COMPANY LTD

Head Office : 19, IV, Nungambakkam High Road, Chennai – 600 034

Registered Office : 24, Whites Road, Chennai – 600 014

### STANDALONE COMPULSORY PERSONAL ACCIDENT (OWNER -DRIVER) POLICY

**UIN Number IRDAN545RP0013V01201819**

Whereas the Insured(Owner-Driver) 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 hereto (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 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, exceptions, definitions and conditions contained herein or endorsed or otherwise expressed herein, the Company will indemnify the Insured as hereinafter mentioned.

Subject otherwise to the terms, exceptions, conditions and limitations of this policy, the Company undertakes to pay as per the following scale for bodily injury/ death sustained by the owner -driver in direct connection with the vehicle whilst driving /mounting into/dismounting from the vehicle or whilst travelling in it as a co-driver caused by violent, accidental, external and visible means which independent of any other cause shall within six calendar months of such injury result in

	Scale of compensation
i) Death	100%
(ii) Loss of two limbs or sight of two eyes or one limb and sight of one eye.	100%
(iii) Loss of one limb or sight of one eye.	50%
(iv) Permanent total disablement from injuries other than named above.	100%

1. If such injury shall within six calendar months of its occurrence be the sole and direct cause of death of the Insured, the compensation will be limited to capital sum Insured stated in the schedule. The amount payable under this clause shall be paid to the Assignee.

2. If such injury shall 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 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 compensation will be limited to the capital sum Insured stated in the Schedule hereto.

3. If such injury shall within six calendar months of its occurrence be the sole 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, , the compensation will be limited to fifty percent (50%) of the capital sum Insured stated in Schedule hereto.

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IRDA Registration no. 545

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4. 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 compensation will be limited to the capital Sum Insured stated in the schedule.

Provided always that

1) the compensation shall be payable under only one of the items (1) to (4) above in respect of the owner-driver arising out of any one occurrence and the total liability of the insurer shall not in the aggregate exceed the capital sum insured during any one period of insurance.

2) No compensation shall be payable in respect of death or bodily injury directly or indirectly, wholly or in part arising or resulting from or traceable to (a) intentional self-injury, suicide or attempted suicide, physical defect or infirmity or (b) an accident happening whilst such person is under the influence of intoxicating liquor or drugs.

### **This cover is subject to**

(a) the owner-driver is the owner of the vehicle registered as per section 39 of MV act 1988 insured herein;

(b) the owner-driver is the insured named in the policy.

(c) the owner-driver holds an effective driving license for the vehicle, in accordance with the provisions of Rule 3 of the Central Motor Vehicles Rules, 1989, at the time of the accident.

### **DEFINITION:**

a) **ACCIDENT** - An accident is a sudden, unforeseen and involuntary event which causes injury by external and visible means.

b) **INJURY** - Injury means accidental physical bodily harm, excluding illness or disease, solely and directly caused by external and violent means which is verified and certified by a Medical Practitioner.

c) **LOSS OF LIMB(S)**: It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

d) **PHYSICAL SEPERATION**: It shall mean separation of hand at or above the wrist and/or of the foot at or above the ankle.

e) **PERMANENT TOTAL DISABLEMENT**: The bodily injury, which is direct cause of accident that permanently, totally and absolutely disable the person insured from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever.

### **GENERAL EXCEPTIONS**

1. The Company shall not be liable in respect of any claim arising whilst the insured vehicle herein (a) being used otherwise than in accordance with the "Limitations as to Use"

2. The Company shall not be liable in respect of any claim arising out of any contractual liability.

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3. Except so far as is necessary to meet the requirements of the Motor Vehicles Act, the Company shall not be liable in respect of death arising out of and in the course of employment of a person in the employment of the insured or in the employment of any person who is indemnified under this policy or bodily injury sustained by such person arising out of and in the course of such employment.
4. The Company shall not be liable in respect of any liability directly or indirectly or proximately or remotely occasioned by contributed by or traceable to or arising out of or in connection with War, Invasion, the Act of foreign enemies, hostilities or warlike operations (whether before or after declaration of war), Civil War, Mutiny, Rebellion Military or usurped power or by any direct or indirect consequences of any of the said occurrences and in the event of any claim hereunder. The Insured shall prove that the accident, loss, damage and/or liability, arose independently of and was in no way connected with or occasioned by or contributed to by or traceable to any of the said occurrences or any consequences thereof and in default of such proof, the Company shall not be liable to make any payment in respect of such a claim.
5. The Company shall not be liable in respect of any liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

### CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this policy the Insured shall forthwith give written notice thereof to the Company with full particulars of the claim, Unless reasonable cause is shown for not giving the aforesaid written notice to the satisfaction of the company. 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 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. In the event of a claim in respect of loss of sight the Insured shall undergo at the insurer expenses such operations or treatments as the Company may reasonably deem necessary, 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. The Company may at any time cancel the policy on grounds of misrepresentation, fraud. non-disclosure of material fact or noncooperation by the insured by sending seven days notice by recorded delivery to the insured at insured's last known address and in such

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event will return to the insured the premium paid less the pro rata portion thereof for the period the Policy has been in force or the policy may be cancelled at any time by the insured on seven days' notice by recorded delivery and provided no claim has arisen during the currency of the policy, the insured shall be entitled to a return of premium less premium at the Company's Short Period rates for the period the Policy has been in force. Return of the premium by the company will be subject to retention of the minimum premium of Rs.100/- (or Rs.25/- in respect of vehicles specifically designed/modified for use by blind/handicapped/mentally challenged persons). Where the ownership of the vehicle is transferred, the policy cannot be cancelled unless evidence that the vehicle is insured elsewhere at least for Liability Only cover is produced and original Certificate of Insurance is produced for cancellation.

6. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independent of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, an arbitral tribunal 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 referred to arbitration as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this policy.

7. 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 further expressly agreed and declared that if the company shall disclaim liability to the Insured or 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 court of law, then the claim shall for all purposes be deemed to have been made abandoned and shall not thereafter be recoverable hereunder.

8. Such compensation shall be payable directly to the Insured or to his/her legal representatives whose receipt shall be the full discharge in respect of the injury to the Insured.

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