

KERALA STATE GOVERNMENT INSURANCE DEPARTMENT

PERSONAL ACCIDENT POLICY

Where as the insured named in the schedule hereto has made to the Government of Kerala (herein-after called 'the government') a written proposal and declaration dated as stated in the schedule containing certain particulars and statements which it is hereby agreed shall together with any other statements made by the insured for the purpose of this insurance shall be the basis of this contract and be considered as incorporated herein and has paid or agreed to pay the government the premium as stated in the schedule as consideration for an insurance in the terms hereinafter mentioned .

Now this policy witnesseth that the if at any time during the period of Insurance stated in the schedule or during any subsequent period for which the insured shall have paid and the government accepted a renewal premium the insured shall :

ACCIDENT

- (a) sustain bodily injury resulting solely and directly from accident caused by violent external and visible means which shall solely and independent of any other cause result in death or disablement as defined in the schedule.

then, subject to the terms provisions exceptions and conditions contained herein or endorsed hereon the Government shall pay to the insured or in the event of the Insured 's legal death to the insured's personal representatives the benefits set out as payable in respect thereof in the Schedule

Provided always that;

1. No compensation shall be payable
 - (a) Under more than one of items in respect of the injury or disablement during the same period
 - (b) Under any of the items until the entire amount of the benefit payable has been ascertained and agreed;
 - (c) If the government shall be at any time during the continuance of the policy insured against accident under any other insurance (except coupon insurance or where the personal accident cover is merely ancillary to some other class of insurance) without the written permission of the government .
2. The government shall not be liable to pay in any one year of insurance any amount or amounts exceeding on the whole the capital sum as stated in the schedule (plus any additional sum which may have been earned by way of Cumulative Bonus).
3. The due observance of the terms, conditions and exceptions and of this policy and all endorsements thereon shall so far as they relate to anything to be done or not to be done by the insured be a condition precedent to the right of the insured to recover hereunder.

BENEFITS

ACCIDENT

| <i>Item</i> | <i>Result</i> | <i>Compensation payable</i> |
|---|---|-----------------------------|
| 1. DEATH (occurring within six calender months of the happening of bodily Injury as aforesaid.) | | 1. The Capital Sum |
| 2. LOSS OF LIMBS OF EYES i.e , loss by actual physical separation at or above the wrist or ankle of:- | | 2. The Capital Sum |
| | (i) both hands or both feet, or | |
| | (ii) one hand one foot, or | |
| | (iii) one hand or one foot and the complete and irrecoverable loss of all sight of one eye, | |

- (iv) complete and irrecoverable loss of all sight of both eyes.

(occurring within six calendar months of the happening of bodily injury as aforesaid.)

3. LOSS OF LIMB OR EYE, i.e., loss by actual physical separation at or above the wrist or ankle of :-

- (i) one hand or one foot, or
(ii) the complete and irrecoverable loss of all sight of one eye

(Occurring within six calendar months of the happening of bodily injury as aforesaid.)

4. PERMANENT TOTAL DISABLEMENT, i.e., Accidental bodily injury as defined in the policy which not resulting in the loss of limbs or eyes as stated in item 2 or 3 above or sub-sections thereof shall solely and directly, totally, absolutely and permanently disable and prevent the insured from engaging in or being occupied with or giving attention to employment or occupation or business of any kind whatsoever.

Insured

(Occurring within twelve month of the happening of Bodily Injury as aforesaid)

PROVIDED always that proof satisfactory to the Government that such disablement has continued for a period of one year from the date of happening of Bodily Injury and will continue thereafter for the remainder of the life shall be furnished by the insured at the time when each annual payment becomes due

5. TEMPORARY TOTAL DISABLEMENT i.e., Accidental Bodily Injury as defined in the policy which shall solely and directly totally disable and prevent the Insured from engaging in or being occupied with or giving attention to the insured's employment or occupation or business during such total disablement.
6. TEMPORARY PARTIAL DISABLEMENT, i.e., Accidental Bodily Injury as defined in the policy which shall solely and directly partially disable and prevent the Insured from engaging in or being occupied with or giving attention so a substantial part of the Insured's employment or occupation or business during such partial disablement .

3. 50% of the Capital Sum.

4. A sum for a period not exceeding ten years at the rate of 10% per annum of the Capital Sum stated in the Schedule- Payable after expiry of each completed year of disablement.

OR

A lump sum at the option of the

not exceeding 50% of the Capital Sum stated in the Schedule payable after expiry of one year from the date of happening of Bodily Injury.

5. Compensation per week at the rate of 1% of the Capital Sum stated in the schedule (subject how ever to a maximum sum of Rs. 1,000 per week).
6. Compensation per week at the rate of 0.3% of the Capital Sum stated in the schedule (subject however, to a maximum sum of Rs.380 per week).

Subject to the maximum period of compensation in respect of items 5 and or 6 in respect of any one accident being 104 consecutive weeks from the date of happening of bodily injury.

DOUBLE BENEFITS

The Compensation payable under Items 1.2.or 3 shall be doubled if the Bodily injury for which a valid claims exists is caused by an accident to a Passenger Lift, Railway Train , Tram Car ,Omnibus or other licensed vehicle (plying in the streets for public hire) in which the insured at the time of the injury is travelling as an ordinary passenger or is sustained as a direct result of the insured being lawfully within a burning building from the time when the fire commenced until the happening of the bodily injury.

CUMULATIVE BONUS

Each Capital sum stated in the schedule of this Policy to be payable in respect of accidental injuries shall be increased by five percent thereof in respect of each completed year during which this policy shall have been in force prior to the occurrence of an accident for which a capital sum becomes payable but the amount of such increase shall never exceed fifty percent of the Capital Sum herein stated.

EXCEPTIONS

The Government shall not be liable under this Policy for Death ,Injury or Disablement directly or in directly caused by arising out of or resulting from or traceable to:-

1. Intentional self-injury whether criminal or not, suicide, or attempted suicide, venereal disease or insanity .
2. The insured being under the influence of or being affected by intoxicating liquor or drugs.
3. Childbirth or pregnancy or other physical causes peculiar to the female sex (in the case of female insured)
4. Earthquake, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, rebellion, revolution, insurrection, military or usurped power , riots, strikes or civil commotions.
5. The insured engaging in big game or other forms of hunting , polo playing , steeple chasing motor cycling (wether as driver or passenger), mountaineering , winter sports (on snow or ice) or racing of any kind (except athletics), or aviation (other than as a fare paying or complementary ticket holding passenger in any fully licenced standard type aircraft owned or operated by a recognized air line or in a fully licenced type multi -engined aircraft lawfully operated by an air charter company on a scheduled service)
6. Any physical defect or infirmity which existed prior to the date of effecting this insurance

| SCHEDULE | | | |
|--------------------------------|-----------------------------------|---------------------|---------|
| Policy no. | Name of Insured | | |
| Date of proposal & Declaration | Address | | |
| | Occupation | | |
| | Period of insurance Commencing | Renewal Premium | Premium |
| | Expiring | | |
| | Life assured | | |
| Name | Occupation | Capital sum insured | |
| | | | |

In witness whereof, this policy has been signed on behalf of the Governor of Kerala at Thiruvananthapuram this..... day of20.....

State Insurance Officer.

CONDITIONS

1. This policy and the schedule hereto shall be read together as on contract and any word or expression to which a specific meaning has been attached in any part of this policy or the schedule shall bear such specific meaning wherever it may appear
2. Every notice or communication to be given or made under this policy shall be delivered in writing at the central office of the state government insurance department at Thiruvananthapuram.
3. The government shall not be liable to make any payment under this policy in respect of any claim(a) if such claim be in any manner fraudulent or supported by any fraudulent statement or devise whether by the insured or by any person on behalf of the insured (b) if there be any misstatement in or non-disclosure of a material fact from the proposal and /or any other statement made in connection therewith (c) unless after an injury the life assured shall produce and act upon proper medical or surgical advice .

4. If the Life Assured shall sustain any bodily injury in respect of which a claim is or may be made under this Policy prompt written notice thereof shall be given to the Government as soon as possible but in any event within fourteen days of the injury but if the Life Assured shall die , notice of death shall given forthwith by the insured.

5. All certificate, information and evidence required by the Government shall be furnished at the expense of the Insured or legal personal representative and shall be in such a form and of such nature as the Government may prescribe . The life Assured , as often as required shall submit to medical examination on behalf of the government at is own expense in respect of any alleged bodily Injury. In the case of death reasonable notice shall be given to the government before interment or cremation and the Government may require and/or be represented at the post -mortem examination on the body of the Life Assured . Immediate notice starting time and place shall be given to the Government of any inquest appointed. Time is of the essence of this condition.

6. The Life Assured must immediately after the occurrence of an Accident which may be the subject of a claim under the Policy, obtain and follow the advice of a duly qualified and registered medical practitioner failing which the Government shall not be liable for any consequence arising from such failure by the Life Assured to obtaine and follow such medical advice.

7. The Insured shall give immediate notice to the Government of any change in the occupation of the Life Assured, and shall also give notice before any renewal of this policy of injury , disease, physical defect or infirmity affecting the Life Assured and of which the Insured has cognisant.

8. If the Life Assured shall change his occupation or engage in a more hazardous occupation than that stated in the schedule the Insured shall give immediate notice to the government and if the government shall elect to accept and continue on the risk , the insured shall pay such additional premium as may be required by the government.

9. Any circumstances in relation to any condition herein coming to the knowledge of the representative of the Government , shall not to be a notice to or be held to bind or prejudicially affect the Government notwithstanding the acceptance of any premium by the Government nor will the Government be bound by any receipt except that issued on its printed office form and duly signed by the Government.

10. The Government may at any time, give seven day's notice by writing to the Insured determine this Policy provided that the Government shall in that case return to the insured the then last premium paid by him less a "pro rata" thereof for the portion for the current insurance period which shall have expired . Such notice shall be deemed sufficiently given if posted and addressed to the insured at the within mentioned address or at any later address of which notice in writing shall have been given to the Government and shall be deemed to have been received by the insured at the time when the same would be delivered in the ordinary course of post.Accidental death shall not be presumed by reason of the disappearance of the Life Assured.

11. Any receipt or discharge which the insured or his legal personal representative may grant to the Government for any capital sum or compensation under this Policy shall be deemed a final and complete discharge of all liability by the government in respect of any and every bodily Injury (including death) resulting to the Life Assured in consequence of the accident whether resulting before or after the date of such receipt of discharge.

12. It shall not be incumbent on the Government to give notice that any premium for renewal is due and such premium shall be deemed to be due on the date on which the policy expires . The Government shall not be bound to accept any renewal and the Policy shall not be renewable after the year of Insurance in which the Life Assured attains the age of 60 years.

13. The Government shall be entitled to treat the Insured as the absolute owner of the Policy and shall not be bound to recognise any equitable or other claim to or interest in the policy.

14. All difference arising out of this Policy shall be referred to the decision of an Arbitrator to be appointed by the parties in differences or if they cannot agree upon a single arbitrator to the decision of two Arbitrators one to be appointed in writing by each of the parties within one calendar month after having been required in writing so to do by either of the parties or in case the Arbitrators do not agree of an Umpire appointed by the Arbitrators before entering upon the reference . The Umpire shall sit with the Arbitrators and preside at their meetings and the making of an Award shall be a condition precedent to any right or action against the Government . The cost of and connected with the Arbitration shall be in the discretion of the Arbitrator ,Arbitrators or Umpire. If the Government shall disclaim liability to the insured for any claim hereunder and such claim shall not within twelve calender months from the date of such disclaimer have been referred to arbitration under the provisions herein contained , then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.