

# Individual Personal Accident Policy Wording

## PART II OF SCHEDULE

### 1. Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Capital Sum Insured, if any of the Insured Persons sustain any bodily injury resulting solely and directly from accident, caused by external, violent and visible means, to the extent and in the manner hereinafter provided.

### 2. Exclusions

The Company shall not be liable under this Policy for:

- i) Compensation under more than one of the categories specified in the Basis of Assessment in respect of the same period of disablement of the Insured Person. However, amounts relating to carriage of dead body and ambulance charges would be payable in addition, if applicable.
- ii) Any other payment to the same person after a claim under one of the categories I, II (a)(i) & (ii) and II (b) as specified in the Basis of Assessment has been admitted and become payable. However, amounts relating to carriage of dead body and ambulance charges would be payable in addition, if applicable.
- iii) Any payment in case of more than one claim in respect of such Insured Person, under this policy during any one period of insurance by which the sum payable as per the Basis of Assessment of this policy to such Insured Person exceeds the maximum liability of the Company specified in Part I of the Schedule applicable to such Insured Person. However, amounts relating to carriage of dead body and ambulance charges would be payable in addition if applicable.
- iv) Amounts relating to medical expenses.
- v) Payment of weekly compensation until the same shall have been ascertained and agreed to by the Company.
- vi) Payment of compensation in respect of death, injury or disablement of Insured Person (a) from intentional self-injury, suicide or attempted suicide; (b) whilst under the influence of intoxicating liquor or drugs; (c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine; (d) directly or indirectly caused by venereal disease or insanity; (e) arising or resulting from the Insured committing any breach of the law with criminal intent.
- vii) Payment of compensation in respect of death, injury or disablement of the Insured Person 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 detention of all kinds.
- viii) Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons.
  - a. Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.
  - b. Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.
- ix) Death or disablement resulting directly from, or indirectly caused by, or contributed to or aggravated or prolonged by, childbirth or pregnancy or in consequence thereof.

### 3. Basis of Assessment of claims

- i) Basis of assessment of claim shall be :  
The benefit payable to or on behalf of the Insured Person will be as per the following categories but not exceeding the Capital Sum Insured as specified in Part I of the Schedule to the Policy.

#### Categories of benefits

##### I. Death

The Capital Sum Insured as stated in Part I of the Schedule will be paid if the death of the Insured Person occurs within a period of twelve months from the date of bodily injury, and such bodily injury be the sole and direct cause of the death of the Insured Person.

##### II. Permanent Total Disablement (PTD)

- a) If such injury shall within twelve months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
  - i) sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, then the Capital Sum Insured stated in the Part I of the Schedule hereto as applicable to such Insured Person.
  - ii) use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.
  - iii) the sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.
  - iv) total and irrecoverable loss of use of a hand or a foot without physical

separation then fifty percent (50%) of the Capital Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

Note: For the purpose of clause (iii) and (iv) above, physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.

- b) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the capital sum insured stated in Part I of the Schedule hereto as applicable to such Insured Person.
  - ii) Claim Documents : The Insured shall be required to furnish the following for or in support of a claim:
    - (a) Duly completed Claim Form
    - (b) Doctor's report
    - (c) Police report, wherever necessary
    - (d) Death certificate, wherever necessary/applicable
    - (e) Medical bills, wherever applicable
  - (iii) The procedure for lodging the claim shall be as under:  
Upon the happening of any event giving rise or likely to give rise to a claim under this Policy:
    - (a) The Insured shall give immediate notice thereof in writing to the Company.
    - (b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
    - (c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

### 4. Limitation period

In no case whatsoever shall the Company be liable, for any expenses after the expiry of 30 days from the date of completion of treatment, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### 5. Policy Related Terms and Conditions

- (i) Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before interment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.
- (ii) 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 Person(s) 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 Person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of thirty days.
- (iii) In the event of a claim in respect of loss of sight, the Insured Person(s) shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule of this Policy.
- (iv) Position after a claim :
  - (a) In case of death or Permanent Total Disablement (as specified in Basis of Assessment) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from the Part I of the Schedule without any refund of the premium.
  - (v) The Proposer shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons.  
The Proposer shall, on tendering any premium for the renewal of this Policy, give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.
  - (vi) The scope of cover shall extend on a worldwide basis, and therefore the cause of action may arise in India or elsewhere.

### 6. Refund (Short Period Rates)

Days Upto	Premium retained %
7	10 %
30	25 %
60	35 %
90	50 %
120	60 %
180	75 %
240	85 %
Exceeding 240	100%

PART III OF SCHEDULE

Standard Terms and Conditions

1. **Incontestability and Duty of Disclosure**  
The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
2. **Observance of terms and conditions**  
The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
3. **No constructive Notice**  
Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.
4. **Notice of charge etc.**  
The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the Company.
5. **Special Provisions**  
Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.
6. **Overriding effect of Part II of the Schedule**  
The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.
7. **Electronic Transactions**  
The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Bank Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.
8. **Fraudulent claims**  
If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.
9. **Cancellation/termination**  
The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on

demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales. In the event that the Insured has issued notice of cancellation to the Company and a claim had been made during the insurance period which was settled by the Company, the Company shall be entitled to retain the whole premium amount.

10. **Cause of Action/ Currency for payments**  
No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.
11. **Policy Disputes**  
Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.
12. **Arbitration clause**  
If any dispute or difference 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 to the dispute/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. 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.
13. **Renewal notice**  
The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.
14. **Notices**  
Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to  
In case of the Company:  
ICICI Lombard General Insurance Company Limited  
ICICI Bank Towers, Bandra Kurla Complex, Mumbai 400 051  
Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.
15. **Customer Service**  
If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.
16. **Grievances**  
In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.



Mailing Address:

ICICI Lombard General Insurance Company Limited,  
ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai - 400 025.  
Email : [custsupport@icicilombard.com](mailto:custsupport@icicilombard.com) • Visit us at [www.icicilombard.com](http://www.icicilombard.com)

Insurance is the subject matter of the solicitation. IRDA Reg. No. 115, Misc 15.