

# INDIVIDUAL PERSONAL ACCIDENT POLICY WORDING



[www.magmahdi.com](http://www.magmahdi.com)



[customercare@magma-hdi.co.in](mailto:customercare@magma-hdi.co.in)

In consideration of your having paid the premium for the policy period stated in the Schedule or for any further period of insurance 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 YOU arising out of accident during the policy period, we will make payment to you or your 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 YOU 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 will include you and your family inclusive of dependent parents.
10. **Family:** Means an Insured Person's legal spouse, children, parents, mother in law, father-in-law, step or adopted children.
11. **Dependent Child:** Means a child (natural or legally adopted) :
  - a) Who is financially dependent on the Policy holder
  - b) Does not have his/her independent sources of income: and
  - c) Has attained the age of 5 years but not exceeding 23 years.
12. **Bodily Injury:** It means accidental physical bodily injury solely and directly caused by external, violent visible cause.
13. **Permanent Total Disablement:** The bodily injury that totally, irrevocably and absolutely prevents you from engaging in any kind of occupation.
14. **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
15. **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.
16. **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.

**17. Medical Expenses:** Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment

**18. Hospitalisation:** Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

**19. Notification of Claim:** Notification of claim is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified.

## COVERAGE

WHAT WE COVER	WHAT WE EXCLUDE
<p>Accidental bodily injury directly resulting in the death or disablement to insured person as per the Table of Benefits. 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</p> <p>B) Wider Cover: Death + Permanent Total Disability + Permanent Partial Disability</p> <p>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. Natural Death</li> <li>2. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</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 death or 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 the influence of intoxicants like liquor and drugs.</li> <li>c) Drug addiction or alcoholism.</li> <li>d) Whilst engaged in any adventurous sports and/or hazardous activities.</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> <li>g) 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.</li> <li>h) The radioactive, toxic, explosive or the hazardous</li> </ol> </li> </ol>

**COVERAGE**

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Table of Benefits	PERCENTAGE OF CAPITAL SUM INSURED
1. Accidental 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
l) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
j) Loss of ring finger	

**COVERAGE**

Table of Benefits		PERCENTAGE OF CAPITAL SUM INSURED
l) Three phalanges ii) Two phalanges iii) One phalanx  k) Loss of little finger  l) Three phalanges ii) Two phalanges iii) One phalanx  l) Loss of Metacarpals  i) First or second (additional) li) Third, fourth or fifth (additional)  m) Any other permanent partial disablement		5 4 2    4 3 2    3 2  % 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.	
<b>EXTRA BENEFITS UNDER THE POLICY IN ADDITION TO CAPITAL SUM INSURED INCASE THE LIABILITY FOR ACCIDENTAL CLAIM IS ADMITTED</b>		
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. Education Fund In the event of death, permanent total disablement i.e. 1 & 2 of Table of Benefit of the proposer that is the first Insured Person, We will approve compensation towards Education Fund for the first two dependent children continuing their studies upto the age of 23 years.	5% (Five percent) of C.S.I Subject to a maximum of Rs.15000/- per child.	

**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. The compensation under this extension is restricted to 10% of Capital Sum Insured or 40% of Personal Accident Claim or actual medical expenses whichever is less.

**B) Hospital Confinement Allowance:** Daily allowance of Rs 500/- per day to the actual number of days or 30 days, whichever is minimum, if the insured person (s) is hospitalized 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 material 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 interment/ 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:

- to carry out examination and ascertain details and in the event of death get the post-mortem examination done in respect of deceased person.

C) Documents required for settlement of claims:

- Claim form
- Doctor's report, bills in case of temporary/permanent disablement
- Police report/post mortem report in case of accidental death
- Leave certificate from employer in case of temporary disablement
- Any other relevant document if any

Note: Claim will be settled latest within one month from the date of submission of all the relevant documents/information/clarification by the Insured failing which the Insurance Company is required to pay the interest in terms of Regulation 9(6) of (Protection of Policy holders' Interests) Regulations, 2002.

### 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 on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation by You 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. Geographical jurisdiction:**

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. 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 Insured 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.

**10. Renewal Terms:**

Policy will be renewed on payment of renewal premium by You. However, We may exercise our option not to renew the policy on the ground of fraud, misrepresentation or suppression of any material fact either at the time of taking policy or any time during the currency of the earlier policies or bad moral hazard.

Condonation of delay in renewal up to 30 days from the due date of renewal may be considered, with proper and reasonable explanation from the insured, without deeming such condonation as a break in policy. However, coverage will not be available for such period.

**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 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. Change in Occupation:

In case Your occupation (as declared in the proposal form) is changed during the currency of the policy resulting in higher Risk Classification, We will collect additional premium on pro-rata basis for the unexpired period by passing an endorsement to this effect. However, if any such change is resulting in lower Risk Classification, We will make refund of premium to You for the unexpired period subject to the condition that there is no claim reported prior to any such change of classification.

## 13. Notice period to the policyholder in case of any revision/modification in a policy approved by IRDAI:

Any revision or modifications in a policy approved by IRDAI shall be notified to You by us at least 3 months prior to the date , when such revision or modifications comes into effect. The notice shall also contain the reasons for such revision or modifications, in particular the reason for increase in premium and the quantum of such increase.

## 14. Withdrawal of Personal Accident Product:

In order to withdraw the Personal Accident Product, we shall take prior approval from IRDAI by giving reasons for withdrawal.

## 15. Grievance Redressal:

- We have developed proper procedures and effective mechanism to address Your complaints ,if any . We are committed to comply with the Regulations, standards which have been set forth in the Regulations, Circulars issued from time to time in this regard.
- If you have any grievance that You wish Us to redress You may contact Us with the details of Your grievance through our toll free number 1800 266 3202
- If you are not satisfied with our redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

### Annexure I

Ombudsman Offices	
Areas of Jurisdiction	Addresses of the Ombudsman Offices
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	<b>AHMEDABAD</b> Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014   Tel.: 079-27546840, Fax : 079-27546142 E-mail: <a href="mailto:ins.omb@rediffmail.com">ins.omb@rediffmail.com</a>
States of Madhya Pradesh and Chattisgarh.	<b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market Bhopal – 462 003. Tel.: 0674-2596455; Fax : 0674-2596429 E-Mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>
State of Odisha.	<b>BHUBANESWAR</b> 62, Forest park, Bhubneshwar – 751 009. Tel.:- 0674-2596461 /2596455 Fax:- 0674-2596429 E-Mail: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a>



States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	<b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172-2706468; Fax:0172 2708274 E-mail : <a href="mailto:ombchd@yahoo.co.in">ombchd@yahoo.co.in</a>
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	<b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044-24333668/5284, Fax : 044-24333664 E-mail: <a href="mailto:chennaiinsuranceombadsmen@gmail.com">chennaiinsuranceombadsmen@gmail.com</a>
States of Delhi and Rajasthan	<b>NEW DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel: 011-23239633, Fax : 23230858 E-mail : <a href="mailto:jobdelraj@rediffmail.com">jobdelraj@rediffmail.com</a>
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	<b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361-2132204/5, Fax : 0361-2732937 E-mail : <a href="mailto:ombudsmanghy@rediffmail.com">ombudsmanghy@rediffmail.com</a>
States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	<b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court" Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040-65504123; Fax: 040-23376599 Email : <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>
State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	<b>KOCHI</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484-2358759; Fax : 0484-2359336 E-mail : <a href="mailto:jokochi@asisnetindia.com">jokochi@asisnetindia.com</a> ,
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel : 033-2338759; Fax : 033-22124341 Email : <a href="mailto:iombdsbpa@bsnl.in">iombdsbpa@bsnl.in</a>
States of Uttar Pradesh and Uttaranchal : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	<b>LUCKNOW</b> Insurance Ombudsman, Office of the Insurance Ombudsman, JeevanBhavan, Phase – 2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW – 226 001, Tel.: 0522-2231331, Fax : 0522-2231310 Email : <a href="mailto:insombudsman@rediffmail.com">insombudsman@rediffmail.com</a>
States of Maharashtra and Goa.	<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel : 022-26106928; Fax : 022-26106052   Email : <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a>