

TERMS AND CONDITIONS OF THE PERSONAL ACCIDENT POLICY

1. The following occurrence , activities , conditions and their consequences are excluded from this policy and the company shall not liable for:
 - (a) Deliberately self-inflicted injury, disability and death.
 - (b) Injury, disability and death caused by taking intoxicated drugs (or) a result of drug abuse
 - (c) Loss of life or disability due to illness.
 - (d) Injury, disability and death caused by war (whether war be declared or not), warlike operations, civil war, strikes, riots, civil commotion, military or popular rising, insurrection, rebellion, revolution, military coup d'état, martial law or state of siege, internal conflicts.
 - (e) Injury, disability and death caused by committing crimes.
 - (f) Injury, disability and death caused by the act of the third party or resulting from this act or attempt.
2. In case of any injury, disability and death resulting after three (3) months, or before four (4) months of accident happened , this insurance shall cover if the insured provides all relevant evidence and solid proof.
3. In case of any occurrence which may give rise to claim ,the insured shall inform to the company within 14 days together with full particulars . Any accident shall be presented with claim form and necessary documents.
4. Medical examination (including postmortem examination) shall be performed if required.
5. The company may cancel this policy and, in such event, will return to the insured the premium paid less the pro rata portion thereof for the period the policy has been in force.
6. Maximum limit of liability under this policy shall be the amount of sum insured.
7. Benefits of disability shall not be entitled with others.
8. If all difference arises as to the amount of any benefit , such difference shall be referred to the decision of an Arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single Arbitrator , to the decision of two disinterested persons as Arbitrators, of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party . In case either party shall refuse or fail to appoint an Arbitrator within two calendar months after receipt of notice in writing requiring an appointment , the other party shall be at liberty to appoint a sole Arbitrator , and in case of disagreement between the Arbitrator, the difference shall be referred to the decision of an Umpire who shall have been appointed by them in writing before entering on the reference, and who shall sit with the Arbitrators and preside at their meeting .The death of any party shall not revoke or affect the authority or powers of the Arbitrator, Arbitrators or Umpire respectively ; and in the event of the death of an Arbitrator or Umpire , another shall in case be appointed in his stead by the party or Arbitrators (as the case may be) by whom the Arbitrator or Umpire so dying was appointed. The costs of the reference and of the award shall be in the discretion of the Arbitrator , Arbitrators or Umpire making the award. And it 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 or Umpire of the amount of compensation if disputed shall be first obtained. If lawsuit thereof not be proceeded within the twelve calendar months after making the award , then all benefits under this policy shall be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
9. The due observance and fulfilment of the terms and conditions of this policy in so far as they relate to anything to be done or not to be done by the insured and the truth of the statements and answers in the proposal shall be conditions precedent to any liability of the company to make any payment under this policy.