THE MEMBERS OF THE KERALA LEGISLATIVE ASSEMBLY (ACCIDENT INSURANCE) RULES, 1991

(Issued vide S.R.O. No. 1617/91 dated, 31.12.1991)
[As amended vide G O. (Ms) No. 246/96/GAD dated 1-10-1996 and vide GO. (Ms.) No. 8/2013/PAD dated 29-7-2013 (S.R.O. No.641/2013)]

RULES

1. *Short title and commencement.-(1)* These rules may be called the Members of the Kerala Legislative Assembly (Accident Insurance) Rules, 1991.

(2) They shall come into force at once.

2. *Definitions*.--In these rules, unless the context otherwise requires.-

(a) 'accident' means any ailment, disease or death caused to or any bodily impairment or injury or loss of functioning of any limb or part of the body or any incapacity for the biological functioning of the body sustained by the member on account of any unforeseen or unexpected event which is solely or directly the result of an external, violent or visible means and includes the aggravation of an ailment, disease, bodily impairment or injury or loss of functioning of any limb or part of the body or any incapacity for the biological functioning of the body on account of an unforeseen or unexpected incident which is solely or directly the result of external, violent or visible means or death owing to the aggravation of the said reasons;

(b) 'company' means the National Insurance Company Limited which is a subsidiary of the General Insurance Corporation of India and includes its legal representatives or assigns or any other insurance company specified by Government in this behalf by notification in the Gazette;

(c) 'family' means the spouse and the sons and daughters of the member and the father and mother and other persons dependent on the member;

(d) 'infirmity' means any defect to the body of the member whether internal or external visible or invisible whether solely or directly arising out of or resulting from an accident;

(e) 'medical practitioner' means a medical practitioner whose name is registered in the register maintained by any Medical Council in India or abroad;

(f) 'member' means a member of the Kerala Legislative Assembly and includes a Minister whether he is a member of the Legislative Assembly or not. the Speaker, the Deputy Speaker, the Leader of the Opposition and the Chief Whip;

(g) 'nominee' means the nominee appointed under rule 3;

(h) 'year' means a calendar year commencing from the date on which premium is remitted to the company in respect of the group personal accident policy for the members and where the premium paid for a year is in force, next

calendar year succeeding the date on which the premium in respect of the said policy expires;

(i) 'benefit' means the compensation which may accrue to a member from the company on account of an accident caused to or sustained by him;

(j) 'policy' means the group personal accident insurance policy taken for the benefit of the members under these rules,

3. *Nominee under these rules.*-The Secretary, Legislative Assembly shall be the nominee to exercise the powers and performs the functions under these rules.

4. *Nominee to apply for the policy.*-(1) On the commencement of these rules the nominee shall apply for a policy entitling cach member to an accident benefit of not exceeding five lakhs of rupees in the form specified by the company together with such details as may be required by the company.

(2) The nominee shall remit to the accounts of the company such sum as may be specified by the Company towards the premium of the policy for a period of one year, along with the application.

(3) Subject the terms and conditions for issuing policies, the Company shall as soon as may be after the receipt of the application, issue in favour of the nominee an unnamed policy which shall have effect from the date on which the amount is remitted to the company, conferring and benefits thereof on such number of members for whom the premium has been remitted.

(4) When a policy is in force, if any person from among the number of persons specified in the policy is dead, or if the company has paid maximum amount of compensation specified in sub rule (1) of rule 4 of a person in lieu of the accident caused to or sustained by that person the number of persons mentioned in the policy shall be reduced by the number of persons who are dead or as the case may be for whom the maximum amount of compensation was paid in lieu of the accident caused or sustained by that person and of the number has to be raised thereafter additional amount in respect of the number to be raised shall be remitted to the accounts of the company.

(5) If any person among the number of persons specified in the policy is dead or ceases to be a member the nominee shall give immediate notice thereof to the company and in any case not later than thirty days from the date of such death or ceasing to be a member as the case may be.

(6) When a policy is in force if the number of persons specified therein is reduced on account of reasons other than those specified in sub-rule (4) the company shall be liable to refund the proportionate amount of the premium in respect of the reduced number for the unexpired portion of the year as may specified in the terms and conditions of issuing the policy or in lieu thereof the amount to be refunded may, at the option of the nominee, be adjusted towards the premium due for the succeeding year:

Provided, however, that no refund shall be admissible in respect of the person who left the group if he had derived any benefit from the policy at any time after the policy in force was issued.

(7) If any refund is to be adjusted towards the premium due for the succeeding year the company shall intimate the nominee in writing the actual amount to be refunded not later than a fortnight before the expiry of the term of the policy.

5. *Renewal of Policy:*-(1) Before fifteen days prior to the expiry of the term of a policy in force the nominee shall renew the policy for the succeeding year.

(2) The procedure laid down in rule 3 shall apply for renewing a policy

6. *Nominee to give notice regarding policy.*-when a policy is taken or it is renewed the nominee shall give notice to the members regarding the date of commencement of the policy, the terms and conditions under which the policy, is issued, the procedure for claiming compensation and the period during which it shall remain in force.

7. *Obligation of the members to give authorisation etc.*-(1) On receipt of the notice under rule 6 every member shall within a period of two weeks or within such further period as may be extended by the Speaker,-

Form I to receive the benefits due to him under the terms and conditions of the policy on his behalf; and

Form 1I the name and address of his nominees who shall receive the benefits due to him from the policy in case he is incapacitated to receive it or if he predeceases the nominee due to the accident and the proportion in which the amount is to be given to each of them:

Provided that if the member has a family he shall nominate the members of the family alone as nominee and if he has no family he may nominate any person as nominee.

(2) A member may at any time cancel the nomination by notice in writing to the nominee and subject to the provisions of sub-rule (1), (b) fresh nomination may be given indicating the proportion in which the amount is to be given to each of the nominee.

8. *Terms and conditions of issuing policy.*-(1) The company shall issue the policy subject to the terms and conditions specified by the corporation and the nominee shall be bound by such terms and conditions in force from time to time.

Provided that Company shall not have the right to alter; amend or modify the terms and conditions of issuing the policy so as to affect prejudicially the interests of the nominee during the period during which the policy remains in force.

(2) The terms and conditions under which the policy is to be issued is incorporated in the Schedule appended to these rules.

(3) (a) Whenever the terms and conditions of issuing the policy is altered, amended or modified by the company; it shall give notice of such alterations, amendments or modifications to the nominee in writing:

Provided that until the notice referred to in this sub-rule is given to the nominee by the company, he shall not be bound by the altered, amended or modified terms and conditions if they are prejudicial to the interest of the beneficiaries of the policy.

(b) no dispute shall be referred to arbitration as herein before provided if the Insurance Company has not accepted liability under or in respect of the policy;

(c) an award by the arbitrator/arbitrators or umpire on the amount of loss or damage shall be a condition precedent to any right of action or suit upon the policy;

(d) where the company disclaim liability to the insured, such claim shall be made the subject matter of a suit only after 12 calendar months from the date of such disclaim;

(e) where such disclaim have been made the subject matter of a suit in a Court of Law the claim shall have been treated as abandoned for all purposes and shall not thereafter be recoverable.

(4) The Company shall have the power to cancel the policy at any time when it is in force after giving an opportunity to the nominee to show cause why the policy shall not be cancelled and the nominee has the right to cancel the policy at any time when it is in force without showing any reasons therefore:

Provided that notice for a period of one month shall be given for the cancellation of a policy in force by the company or the nominee, as the case may be:

Provided further that if the policy is cancelled by the company when it is inforce the company shall refund the premium proportionate to the unexpired portion of the period in full and if the policy is cancelled by the nominee when it is in force the company shall refund the premium proportionate to the unexpired portion of the period in accordance with the terms and conditions of issuing the policy:

Provided however that in the event of cancellation of a policy either by the company or by the nominee no refund shall be admissible if any benefit had accrued from the policy at any time after the policy in force was issued.

9. *Procedure for claiming compensation*.-(1) Claims for all the benefits to which a member or; as the case may be, his nominee or dependents are entitled to shall be preferred by the nominee.

(2) When an accident is caused to or sustained by the member or when a member is subjected to an infirmity he or any of his nominee or dependents shall inform the nominee and the company about the accident immediately and in any case within a period of one month from the date on which the accident took place.

(3) The nominee shall as soon as information is received of the accident and in any case not later than one month from the date of occurrence of the accident or within such further period as may be extended by the company give notice to the company regarding the accident.

(4) In the case of an accident not involving death of the member, the member himself or any of his nominee or dependents shall forward to the nominee under rule 3 the originals, of,-

(a) the injury certificate;

(b) fitness certificate; if the member who sustained the accident was completely cured of the injuries, ailment or disease or other defects within a reasonable time; and

(c) disability certificate; relating to the accident duly signed by a Medical Practitioner.

(5) In the case of an accident involving the death of the member any of his nominees or dependents shall forward to the nominee the originals of, -

(a) the injury certificate;

(b) death certificate; and

(c) postmortem certificate; duly signed by a Medical Practitioner.

(6) On receipt of the certificate referred to in sub-rule (4) or sub-rule (5) the nominee shall claim the benefit due to the member in the form specified

by the company enclosing the originals of the certificates therewith.

(7) The company shall after making such enquiries as it deems fit sanction the compensation in accordance with the scale referred to in the terms and conditions of issuing the policy and pay the amount in a lump to the nominee under rule 3 under intimation to the member concerned or to any of his nominee or dependents, as the case may be.

(8) The nominee under rule 3 shall, as soon as the amount of compensation is received, send it to the member concerned or as the case may be, to the nominees or dependents in the portion desired by the member in the nomination form

10. *Procedure in case of difference of opinion on quantum of compensation.*- (1) If the member who became subject to the accident or infirmities or his nominees or dependents are of opinion that the compensation granted by the company is not in accordance with the scale of compensation mentioned in the terms and conditions for issuing the policy or not in commensurate with the accident or infirmities caused to or sustained by the member or in the opinion of the medical practitioner who treated the member the compensation is low when compared with the injury, he or they make a complaint to the nominee within sixty days of granting the compensation that the compensation granted is inadequate and that it should be enhanced.

(2) The complaint under sub-rule (1) shall be accompanied by,–

(a) a clear and brief statement of reason for enhancing the compensation; and

(b) a certificate of medical practitioner who issued the documents mentioned in sub-rule (4) or sub-rule (5) of rule 9 or any other medical practitioner who has higher qualifications and experience than him stating the nature of the accident, the percentage of bodily disability caused by the accident the extent of mental as well as physical pain to which he was subjected to as a result of the accident the amount required for the treatment

and convalescence and such other matter as he may consider relevant and necessary.

(3) The complaint and the enclosures therewith shall be submitted in duplicate.

(4) As soon as the complaint is received and in any case not later than ninety days from the date of granting the benefits by the company the nominee shall forward it to the company with the enclosures thereto and request the company to revise the benefits in accordance with the request.

(5) In the event of filing a complaint for enhancing the benefits, the benefits if any, received shall be treated as an interim award.

(6) On receipt of the complaint the company may,-

(a) make such further enquiries thereon as it may deem fit and enhance that benefits either in full or in part and inform the nominee and the member accordingly; or

(b) hold a detailed discussion with the nominee, the member concerned or dependents or authorised agents, the medical practitioner who gave the certificates under sub-rule (4) or sub-rule (5) of rule 9, the medical practitioner who gave the certificate under clause (b) of sub-rule (2) of this rule and any other person who is capable of adducing expert opinion to settle the matter.

(7) The company shall furnish the minutes of the discussion held under sub-rule (6) to the nominee and the member or his nominees or dependents or authorised agents who participated in the discussion and obtain their concurrence thereon.

(8) If it is possible to arrive at a consensus in the discussions held under sub-rule (6) the company may revise the quantum of benefits in accordance therewith and pay the enhanced benefits in the name of the nominee.

(9) If, however, it is not possible to arrive at a consensus in the discussion held under sub-rule (5) or if the member or nominee is of the view that the benefits, if any, as enhanced by the company is low either party may file a suit before a court of competent jurisdiction under the provisions of the Arbitration Act, 1940

(10) The decision of the court on the suit shall be final.

(11) In a suit before a court of law the nominee shall always be a party and any person interested in the proceedings of the court may implead therein as a party.

*11. Procedure when there is dispute among the nominees or Legal heirs of member.-(*1) If a member having no family dies in an accident without nominating any person and if a dispute in respect of his succession

is pending before a court of competent authority, or if a dispute among the nominees of a deceased member regarding their eligibility to be his nominees or the proportion in which the benefits were apportioned among the nominees by the deceased member is pending before a court of law the nominee shall deposit the entire benefits received on behalf of the deceased member or as the case may be part thereof on which there is no dispute, in the Government treasury, in an account bearing interest.

(2) When the succession dispute pending before the court is finally decided the nominee shall distribute the benefits together with interest thereon to the persons concerned in accordance with the decision of the court.

12. Benefits from other sources not a bar for deriving *benefits* under these.-The benefits, if any, accruing to a member from any other source or for accident benefits shall not operate as a bar for receiving the benefits under these rules.

SCHEDULE

[See rule 8 (2)]

Conditions of issue of policy

1. 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 also of the death must unless reasonable cause is shown, be so 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.

2. Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the person of 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 the death, to make postmortem examination of the body of the insured. Such evidence as the Company may from time to time require shall be fumished and a postmortem

examination report if necessary, be furnished with the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the insured shall undergo at the insured's expense such operation or treatment as the Company may reasonable deem desirable provided that:

(a) In the case of claim by death or permanent total disablement, all payable hereunder shall be payable only on the delivery of this policy for cancellation and discharge and in the case of temporary total disablement only upon termination of such disablement.

(b) In the case of permanent partial disablement, all sums payable hereunder shall be payable on the delivery of this policy for reduction of the Capital Sum insured by the amount admissible under the claim.

No sum payable under this policy shall carry interest.

3. 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 person on behalf of the insured.

4. (a) The insured shall give immediate notice to the Company of any change in his business or occupation.

(b) The insured shall on tendering any premium for the renewal of this policy, give in writing to the Company of any disease, physical defect

or infirmity which he has become affected since the payment of the past preceding premium.

5. This policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the policy or of the subsequent renewal thereon. The Company shall not however be bound to give notice that such Renewal Premium is due.

6. The Company may at any time by notice in writing determine this policy provided that the Company shall in that case return to the insured the then last paid premium less pro-rata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted addressed to the insured at the address last registered in the Company's books 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 or the policy may be cancelled at any time by the insured by a

notice in writing under a Certificate of Posting or a Registered A.D. such notice shall be deemed to be effective from the date of despatch of the same by the insured:

Provided no claim has arisen under the within mentioned policy prior to the despatch of such notice by the insured to the Company, the insured would be entitled to return of premium less premium at Company's short period rates for the period the policy has been in force.

7. The Company shall not be bound to notice or be affected by any notice of any trust, charge lien or other dealing with or relating to this policy but the receipt of the insured or his legal personal representative(s) shall in all cases be an effective discharge to the Company.

8. If any 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 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 provisions of the Arbitration Act, 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calender months after receipt of notice in writing requiring an appointment the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have appointed by them in writing before entering on the reference and who shall sit with the arbitrator and preside at their meetings.

Table showing the benefit admissible for accident

Sl. No.	Nature of accident	Percentage of the Capital Sum insured	Actual amount
(1)	(2)	(3)	(4)
1.	Death due to accident	100	5,00,000
2.	Loss of two limbs or two eyes or	100	5,00,000
	one limb and one eye		
3	Loss of one limb or one eye	50	2,50,000
4.	Permanent total disablement from injuries other than those named above	100	5,00,000
5	Permenant partial disablement	Percentage of Capital sum Insured as per PA guidlines	
	(a) Loss of toes-all Grate-both phalanges Grate-one phalanx Other than grate if more than one toe lost each	20 5 2 1	1,00,000 25,000 10,000 5,000
	(b) Loss of hearing-both ears	50	2,50,000
	(c) Loss of hearing-one ears	15	75,000
	(d) Loss of four fingers and thumb of one hand	40	2,00,000
	(e) Loss of four fingers	35	1,75,000
	(f) Loss of thumb-both phalanges- one phalanges	25 10	1,25,000 50,000

	(g) Loss of index finger-three phalanges -two phalanges	10 8 4	50,000 40,000 20,000
	-one phalanx		
	(h) Loss of middle finger-three phalanges -two-phalanges -one phalanx	6 4 2	30,000 20,000 10,000
	(i)Loss of ring finger-three phalanges -two phalanges -one phalanx	5 4 2	25,000 20,000 10,000
	(j) Loss of little finger-three phalanges -two phalanges -one phalanx	4 2 2	20,000 10,000 10,000
	(k) Loss of metacarpals-first or second (additional) -third, fourth or fifth (additional)	3 2	15,000 10,000
	(l) Any other permanent/partial disablement	Percentage as assessed by the Medical Practitioner	

6. Temporary total disablement-One percent of Capital Sum Insured up to 104 weeks (Weekly benefit Maximum 5,000 per week)

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