

subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## DEFINITIONS:

### 1 ACCIDENT

Accident - An accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means "Acute condition" - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

B. "Chronic condition" - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics -

- i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups and/or tests -
- ii. it needs ongoing or long-term control or relief of symptoms
- iii. it requires your rehabilitation or for you to be specially trained to cope with it
- iv. it continues indefinitely
- v. it comes back or is likely to come back.

### 2 CONGENITAL ANOMALY

Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- a. Internal Congenital Anomaly  
Which is not in the visible and accessible parts of the body.
- b. External Congenital Anomaly  
Which is in the visible and accessible parts of the body.

### 3 CONDITION PRECEDENT

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

### 4 CONTRIBUTION

Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion.

### 5 DAY CARE CENTRE

Day Care centre means any institution established for day care treatment of illness and/or injuries or a medical set-up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under :

- a. Has qualified nursing staff under its employment
- b. Has qualified Medical Practitioner(s) in charge
- c. Has a fully equipped operation theatre of its own where surgical procedures are carried out-
- d. Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

- 6 **DAY CARE TREATMENT** - Day Care treatment means the medical treatment and/or surgical procedure which is -(i). Undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological and (ii) which would have otherwise required a hospitalisation of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

### 7 DEDUCTIBLE

Deductible is a cost sharing requirement under a Personal Accident Insurance Policy that provides that the Insurer will not be liable for a specified rupee amount in case of Indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

### 8 HOSPITAL/NURSING HOME

A Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a Hospital with the local authorities under the Clinical establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under

- Has qualified nursing staff under its employment round the clock;
  - Has at least 10 in-patient beds in towns having a population of less than 10 lacs and at least 15 in-patient beds in all other places;
  - Has qualified medical practitioner(s) in charge round the clock;
  - Has a fully equipped Operation Theatre of its own where surgical procedures are carried out;
  - Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
- The term 'Hospital / Nursing Home' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or a similar place.

directly or indirectly from pregnancy or in consequence thereof.

## CUMULATIVE BONUS

Compensation payable under clause (a) (b) (c) and (d) of the policy viz. death, loss of limb(s) sight and permanent total disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year, during which, the policy shall have been in force, prior to the occurrence of an accident for which capital sum becomes payable but amount of such increase shall not exceed 50% of the capital sum insured stated in the schedule herein.

This clause shall not in any way alter the annual character of the insurance for the right of the company to decline to renew or to cancel this policy as hereinafter provided. The earned cumulative bonus will not be lost if the policy is renewed within 90 days after its expiry

## CONDITION

1. Upon the happening of any event, which may give rise to 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 a sight or amputation.
2. Satisfactory Proof to the Company shall be furnished of all matter upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Persons 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 death to make a post-mortem examination of the body of the insured persons. Such evidence as the company may from time to time require shall be furnished and a post-mortem examination report if necessary be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight of the insured person(s) shall undergo at the insured's expense such operation or treatment as the company may reasonably deem desirable provided that in case of claim by death or permanent total disablement, all sums payable hereunder shall be payable only on the delivery of this policy for cancellation and discharge and in the case of a temporary total disablement only upon the termination of such disablement.

In the case of permanent partial disablement all sums payable hereunder shall be payable on the delivery of this policy for reduction of the sum insured by the amount admission under the claim.

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 persons.
4. a) The Insured shall give immediate notice to the Company on any change in his business or occupation.  
b) The insured 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.
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 thereof. The Company shall not, however be bound to give notice that such Renewal Premium is due.
6. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, 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. In either case premium will be refunded only if there is no claim under the policy.
7. The Company shall not be bound to take 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 shall in all cases be an effective discharge to the Company.

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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 or if they cannot agree upon a single arbitrator within 30 days of any party invoking 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 and 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

It is also hereby expressly agreed and declared that If the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not, within 12 calendar months from the date of such disclaimed have been made the

**9 HOSPITALISATION**

Means admission in a Hospital/Nursing Home 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.

**10 INJURY**

Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**11 IN-PATIENT CARE**

In-patient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

**12 INTENSIVE CARE UNIT**

The term "Intensive Care" unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated Medical Practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**13 MEDICAL ADVISE**

Medical Advise - Any consultation or advice from a Medical Practitioner including the issue of a any prescription or repeat prescription.

**14 MEDICAL EXPENSES**

Medical expenses - Medical Expenses means those expenses that an Insured person has necessarily and actually incurred for medical treatment on account of illness or 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.

**15. MEDICALLY NECESSARY**

Medically Necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- a. Is required for the medical management of the illness or injury suffered by the insured;
- b. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
- c. Must have been prescribed by a Medical Practitioner;
- d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**16 MEDICAL PRACTITIONER**

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State of India or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence.

The term Medical Practitioner would include Physician, Specialist and Surgeon. (The Registered Practitioner should not be the insured or close family members such as parents, in-laws, spouse and children).

**17 NOTIFICATION OF CLAIM**

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

**18 ROOM RENT**

Room rent shall mean the amount charged by a hospital for the Occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

**19 SUBROGATION**

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**20 SURGERY OR SURGICAL PROCEDURE"**

Surgery or Surgical Procedure means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a Medical Practitioner.

**Disclosure to Information Norm**

The policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of mis-representation, mis-description, or non-disclosure of any material fact.

**UNI STUDY CARE GROUP POLICY**

WHEREAS the Insured named in the Schedule herein has made or caused to be made to the United India Insurance Co. Ltd., (herein after called 'the Company') written proposal dated as stated in Schedule herein (Warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid to the Company the Premium herein stated for the insurance hereinafter for the period stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the terms, provisions, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the Company will pay the insured as hereinafter mentioned :

1. If at anytime during the currency of this policy the insured shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, then the company shall pay to the insured or his legal personal representative(s) as the case may be the sum or sums hereinafter set forth that is to say :-
  - a) If such injury shall within twelve calendar month of its occurrence be the sole and direct cause to the death of the insured persons the Capital Sum insured stated in the Schedule herein.
  - b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
    - i. Sight of both eyes, or 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 foot, the capital sum insured stated in the Schedule herein.
    - ii. Use of hands or two feet, or of one hand one foot or such loss of sight of one eye and such loss of use of one hand or one foot, the capital sum insured stated in the Schedule herein.
  - c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
    - i. The sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot, fifty percent (50%) of the capital sum insured stated in the Schedule herein.
    - ii. Total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the capital sum insured stated in the Schedule herein.

**Note :** For the purpose of clause (b) and (c) above, physical separation of a hand or feet means separation of hands at or above the wrist and or of the foot at or above the ankle respectively.

d) If such injury shall as a direct consequence thereof immediately permanently totally and absolutely, disable the insured person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum insured.

e) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or the actual loss by physical separation of the following then the percentage of the Capital Sum insured as indicated below shall be payable:

Sl No.	Item	% of Capital Sum Insured
i	a. Loss of toes - all b. Greet - both phalanges c. Greet - one phalanx d. Other than greet, of more than one toe lost each	20 5 2 1
ii	Loss of hearing - both ears	50
iii	Loss of hearing - one ear	15
iv	Loss of 4 fingers and thumb of one hand	40
v	Loss of 4 fingers	35
vi	a. Loss of thumb - both phalanges b. Loss of thumb - one phalanx	25 10
vii	a. Loss of index finger - three phalanges b. Loss of index finger - two phalanges c. Greet - one phalanx	8 4 4
viii	a. Loss of middle finger - 3 phalanges b. Loss of middle finger - 2 phalanges c. Loss of middle finger - 1 phalanx	6 4 2
ix	a. Loss of ring finger - 3 phalanges b. Loss of ring finger - 2 phalanges c. Loss of ring finger - 1 phalanx	5 4 2
x	a. Loss of little finger - 3 phalanges b. Loss of little finger - 2 phalanges c. Loss of little finger - 1 phalanx	4 3 2
xi	a. Loss of metacarpals - first or second (additional) b. Loss of metacarpals - third, fourth or fifth (additional) any other permanent partial disablement	3 2 % as assessed by the Doctor
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f) If such injury shall be the sole and direct cause of temporary total disablement, then so long as the insured person shall be totally disabled from engaging in any employment or occupation of any description whatsoever a sum at the rate of one percent (1%) of the capital sum insured stated in the schedule herein per week, but in any case not exceeding Rs.5000/- per week in all under all policies per week in any case not exceeding 25% of the monthly salary.

Provided that the compensation payable under the foregoing sub-clauses (f) shall not be payable for more than 100 weeks in respect of any one injury calculated from the date of commencement of the disablement and in no case shall exceed the Capital sum insured .

g) In the event of Death of the insured person due to accident as defined in the policy outside her/his residence the company shall reimburse expenses incurred for transportation of insured persons dead body to the place of residence subject to a maximum of 2% of capital sum insured or Rs.2,500/- which ever is less.

h) In the event of death or permanent total disablement of the insured due to accident as defined in the insured due to accident as defined in the tariff, the policy shall also provide compensation towards Education Fund for the dependent children as below :

- i. If the insured person has one dependent child below the age of 23 years, an amount equal to 10% of the CSI subject to a maximum of Rs.5,000/-.
- ii. If the insured person has more than one dependent child below the age of 23 years, an amount equal to 10% of the CSI subject to a maximum of Rs.10,000/-.

The payment as above will be made along with the CSI of the same person/s who is/are entitled to receive the CSI

**Note:** 1. The benefit under this extension will be available on the basis of the original CSI only and not on the cumulative bonus.

2. The age limit of 23 years shall apply on the date of accident and not at the beginning of the policy year.

Provided that there be any other subsisting PA Insurance/s in the name of the insured and benefit under this Regulation becoming payable under all such policies, the total amount so payable shall be limited to a maximum of Rs.5000/- in case there is one dependent child and Rs.10,000/- in case there is more than one dependent child. The amount so payable shall be borne by all the policies in proportion to the original sum insured.

**EXCEPTION**

**PROVIDED ALWAYS THAT**

The company shall not be liable under this policy for:

1. Compensation under more than one of the foregoing sub-clauses in respect of the same period of disablement.
2. Any other payment to the same person after a claim under one of the sub-clauses (a), (b), (c) or (d) has been admitted and become payable.
3. Any payment in case of more than one claim under this Policy during any one period of insurance by which the maximum liability of the company in that period would exceed the sum payable under sub-clause (a) of the Policy.
4. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
5. Payment of compensation in respect of death, injury or disablement of insured (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, whilst mounting / 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 (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.
6. Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.
7. Payment of compensation in respect of Death, Injury or disablement of the insured due to 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), War, Rebellion, Revolution, Insurrection, Mutiny, Military or usurped Power, Seizure, Capture Arrests, Restraints and Detainment of all Kings, Princes and people of whatever nation, condition or quality so ever.
8. Payment of compensation in respect of Death of, or bodily injury or any disease or illness of the insured persons directly or indirectly caused by or contributed to by, or arising from, ionising radiation or contamination by radio active substances from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception combustion shall include any self sustaining process of nuclear fission.
9. directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

Provided also that the due observance and fulfilment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this policy) shall so far as they relate to be done or not to be done by the insured be a condition precedent to any liability of the company under this policy.

**Pregnancy Exclusion Clause :** The insurance under this Policy shall not extend to cover death disablement resulting