

ISSUING OFFICE

## **The Oriental Insurance Company Limited**

Head Office: A 25/27, Asaf Ali Road, New Delhi -110002

### **NAGRIK SURAKSHA GROUP POLICY**

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WHEREAS the Insured named in the Schedule herein has made or caused to be made to The Oriental Insurance Co. Ltd. (hereinafter called the 'Company') a written proposal dated as stated in the Schedule hereto (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 specified for the period stated in the Schedule or any further period for which the Company may accept payment for the renewal of this policy.

The Policy offers Personal Accident cover (Death/Permanent Total Disability, loss of Limb(s) & \*Permanent Partial Disability including reimbursement of hospitalization expense as specified under the schedule of insurance of the policy.

\*The disability must not be less than 40 % in aggregate for becoming entitled to any claim under Personal Accident section of this policy.

(Company's Total Liability in respect of all claims admitted during the period of Insurance shall not exceed under Section I ( Personal Accident) the Sum Insured as specified in the Schedule of insurance of the policy and under Section II ( Hospitalization) the sum insured as specified in the schedule of the policy for each completed period of 12 months during the period of Insurance.)

**NOW THIS POLICY WITNESSETH** that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will pay, as the case may be , the Insured as hereinafter mentioned

## SECTION I , PERSONAL ACCIDENT (P.A)

### **DEFINITIONS:**

1. **ACCIDENT:** *An accident is a sudden unforeseen and involuntary event caused by external, visible and violent means.*
2. **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 Medical Practitioner.*
3. **LOSS OF LIMB(S):** *It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.*
4. **PHYSICAL SEPERATION:** *It shall mean separation of hand at or above the wrist and/or of the foot at or above the ankle.*
5. **PERMANENT TOTAL DISABLEMENT:** *The bodily injury, which is direct cause of permanently, totally and absolutely disabling the person insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever.*
6. **PERMANENT PARTIAL DISABLEMENT:** *The bodily injury which is the sole and direct cause of total and irrecoverable loss of use of or the actual loss by physical separation permanently incapacitating the Insured Person to the extent of 40% or more in aggregate.*
7. **INJURY SERIES CLAUSE:** *For the purpose of this policy where, several bodily injuries are attributable directly or indirectly to the accident all such bodily injuries shall be added together and such bodily injuries shall be treated as one claim.*

**COMPENSATION:** If, at any, time during the currency of the policy the Insured person 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 person or his legal personal representative(s) as the case may be, the sum hereinafter set forth is to say-

- (a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of death of the Insured person the sum insured as specified in the Schedule of insurance, shall be paid to the nominee/legal personal representatives of the Insured Person.
- (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 sight of both eyes or total and irrecoverable loss of use of two hands or two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot, 100% of the sum insured as specified in the schedule of Insurance shall be paid to the insured person.

- (c) If such injury shall within 12 calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of one hand or one foot, 50% of the sum insured as specified in the schedule of insurance shall be paid to the Insured person.
- (d) If such injury shall within 12 calendar months of its occurrence be the sole and direct cause of permanent, totally and absolutely disabling the insured person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, the sum insured as and specified in the Schedule of insurance shall be payable to the Insured person.
- (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 as a result of bodily injury incapacitating the insured person to the extent of 40% or more in aggregate as may be assessed by the attending physician, the compensation shall be the percentage of sum insured equal to the percentage of disability but in no case exceeding hundred percent of the sum insured.

**EXCLUSION: (APPLICABLE TO SECTION I OF THE POLICY)**

The company shall not be liable for:

1. Compensation under more than one of the benefits mentioned under “Compensation” above in respect of same period of disablement arising out of the accident.
2. Any other payment after a claim under one of the Sub-Clauses (a), (b), (c) or (d) mentioned under “Compensation” above has been admitted and becomes payable.
3. Any payment in case of more than one claim under this section during any one period of insurance by which company’s liability in that period would exceed the sum insured as specified in the schedule of insurance.
4. Payment of compensation in respect of injury as a direct consequence of:
  - (i) Committing or attempting suicide, intentional self injury.
  - (ii) Under the influence of intoxicating liquor or drugs.
5. Whilst engaging in Aviation or whilst mounting into, dismounting from or traveling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
6. Death or disablement resulting from Pregnancy or childbirth.
7. Death or disablement resulting from Venereal disease or insanity.
8. Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
9. Committing any breach of law of the land with criminal intent.

**SECTION II :**  
**REIMBURSEMENT OF HOSPITALISATION EXPENSES FOLLOWING BODILY INJURY CAUSED BY AND ARISING OUT OF AN ACCIDENT:**

Subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the schedule or during the continuance of this policy by renewal any insured person shall sustain any bodily injury **RESULTING SOLELY AND DIRECTLY FROM ACCIDENT** which would normally give rise to injury and upon the advice of a duly qualified Physician/Medical Specialist/medical Practitioner (hereinafter called the Medical Practitioner) or of duly qualified surgeon ( hereinafter called the Surgeon) shall require to incur (a) hospitalization expenses for medical/surgical treatment at any nursing home/hospital as herein defined (hereinafter called **HOSPITAL**) as an inpatient. The company will reimburse to the insured person, the amount of such expenses as are reasonably and necessarily incurred in respect thereof by or on behalf of such insured person. The total liability of the company in respect of all claims admitted shall not exceed the sum insured as specified in the schedule of the policy for each completed period of 12 months during the period of insurance.

**DEFINITIONS:**

1. **ACCIDENT:** An accident is a sudden unforeseen and involuntary event caused by external, visible and violent means.
2. **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 Medical Practitioner.
3. **HOSPITAL/NURSING HOME:** A hospital means any institution established for in-patient care and daycare treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishment (Registration & 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 lakh 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 theater 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.
4. **SURGICAL OPERATION:** Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an 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

5. **MEDICAL PRACTITIONER:** A Medical Practitioner is a person, who holds a valid registration from the Medical Council of any State or Medical Council 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.
6. **QUALIFIED NURSE:** means a person, who holds a valid registration from the Nursing Council of India or the Nursing Council of any State in India.
7. **REASONABLE AND CUSTOMARY CHARGES:** Reasonable charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for the identical or similar services, taking into account the nature of the injury involved.
8. **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.
9. **INPATIENT CARE:** Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

#### **EXCLUSIONS APPLICABLE ON SECTION II OF THE POLICY**

The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by the insured person in connection with or in respect of-

1. Such conditions which has been in existence at the time of proposing the insurance the pre existing condition means any injury or it's symptoms which existed prior to the effective date of this insurance, whether or not the insured person had any knowledge that the symptoms were relating to the injury. Any complications arising from pre existing injury will be considered part of that pre-existing condition.
2. Circumcision unless necessary for treatment of injury, vaccination or inoculation or change of life, cosmetic or aesthetic treatment of any description, plastic surgery unless necessary for treatment of the injury.
3. Cost of spectacles and/or contact lens and/or hearing aids.
4. Convalescence, general debility, run down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease , intentional self injury and use of intoxicating drugs/alcohol.
5. Any treatment relating to Human T-Cell lymph tropic virus types III (IITLB-III) Lymphadionopathy Associated Virus (LAV) or Mutants Derivative or Variation Deficiency Syndrome or any syndrome or a condition of a similar kind referred to as AIDS.

6. Diagnostic, X-Ray or laboratory examination unless related to the treatment of the injury falling within the ambit of Hospitalization.
7. Out Patient or first aid and also such expenses, which do not arise out of Hospitalization.
8. Vitamin and tonic unless forming part of treatment for injury and as may be prescribed by the attending Physician.
9. Naturopathy , magnetic/yoga therapy treatment.
10. Dental treatment or surgery of any kind unless requiring hospitalization.
11. Any pre-hospitalization and post hospitalization medical treatment.
12. Any treatment arising from or traceable to pregnancy , child birth including caesarean section.

### **CLAIM PROCEDURE & REQUIREMENTS (APPLICABLE BOTH SECTION-I & SECTION-II OF THE POLICY):**

1. Upon 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's policy issuing office immediately. However reasonable cause to be furnished in the event of the insured person or his representative for not notifying the accident immediately. This clarification for delay in notification shall in any case be submitted within 7 days from the date of accidental injury.
2. The insured person shall obtain and furnish to the Company with all the original bills, receipts and other documents , upon which a claim is based and shall also give the Company such additional information and/or assistance as the company may require in dealing with the Claim.
3. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical practitioner or any authorized official of the Company shall be allowed to examine the Insured Person in case of any alleged injury requiring hospitalization as and when the same may reasonably be required on behalf of the Company.
4. Final claim along with hospital receipted Bills/Cash memos, FIR- if any, claim form and list of documents as listed in the claim form etc., should be submitted to the Company's policy issuing office within 14 days of discharge from the hospital.

### **GENERAL CONDITIONS: (APPLICABLE BOTH SECTION-I & SECTION-II OF THE POLICY):**

1. Every notice or communication to be given or to be made under this policy shall be delivered in writing at the address of this policy issuing office of the Company. In the event of a claim arising out of an accident involving any other person or property not relating/belonging to the insured, a complaint to the nearest police station to be lodged forthwith unless it is not practicable to do so on account of reasons beyond the control of the insured, in which case, a report to the police station to be sent as soon as possible and in any case, within reasonable time, stating the

circumstances of the occurrence including the circumstances if any for not taking immediate action to report the said accident to the police.

2. Insured/Insured Persons shall take all reasonable precautions for safety and soundness to prevent aggravation of injury in order to minimize claims under the policy.
3. This policy shall be void and the premium paid by the Insured to the Company shall be forfeited in the event of misrepresentation, mis-description or concealment of any material facts.
4. Insured/Insured person must inform the company, as soon as reasonably possible, of any material change in the information provided to the company for example, change of address etc.
5. The premium payable under this policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the Company signed by a duly authorized official. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsement of this policy by the insured person in so far as they relate to anything to be done or complied with by the insured person shall be a condition precedent to any liability of the Company to make any payment under the policy. No waiver of any terms, provisions, conditions and endorsement of this policy shall be valid unless made in writing and signed by an authorized official of the Company.
6. 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 person or by any other person on his/her behalf.
7. If at any time claim arises under this policy, there is in existence any other Insurance/scheme whether it be effected by or on behalf of any insured person in respect of whom the claim may have arisen covering the same expenses, the Company shall not be liable to pay or contribute more than its ratable proportion of any such expenses applicable to Section II of the policy.
8. The policy may be renewed by mutual consent of the Company and the Insured. The Company shall not however be bound to give notice when it is due for renewal and the company may at any time cancel this policy by sending the Insured 30 days notice by registered post at the insured's last known address and in such event the Company shall refund to the Insured, a pro rata premium for the unexpired period of Insurance. The company shall however, remain liable for any liability which might have arisen prior to the date of cancellation. The Insured may at any time seek to cancel this policy and in such an event, the company shall allow refund of premium at Company's short period rate only (table given below) provided no claim has occurred up to the date of cancellation. The company's reserves the right to review the cover at the end of each policy period and take appropriate action without assigning any reason thereof. *However the Company may deny renewal on the grounds of fraud, moral hazard or non co-operation by the insured.*

<b>PERIOD OF RISK</b>	<b>RATE OF PREMIUM</b>
UPTO ONE MONTH	¼ th of the annual rate
UPTO THREE MONTH	½ of the annual rate
UPTO SIX MONTHS	¾ th of the annual rate
EXCEEDING SIX MONTHS	Full annual rate

9. Should any difference arise as to any amount payable to the insured (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of Arbitrator(s) to be appointed in India in accordance with appropriate statutory provisions in force in India at the time of reference.
10. If the Company shall disclaim liability under any claim and such claim shall not have been made subject matter of 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 .
11. The Company shall not be liable for any interest on any sum paid/payable under this policy.
12. The parties to this insurance policy expressly agree that the disputes under the policy shall be subject to Indian Courts of competent jurisdiction and that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this policy.
13. In the event of a claim otherwise being admissible in respect of hospitalization as a result of an accident on a foreign land, the reimbursement of hospital expenses shall be at the rate of exchange applicable as on the date of accident. However, such an amount payable shall be in Indian Currency and limited to the Sum Insured specified in the schedule of insurance of the Policy.
- 14.

### **GENERAL EXCLUSION (APPLICABLE BOTH SECTION-I & SECTION-II OF THE POLICY):**

The Company shall not be liable for:

- 1. WAR RISK:** body injury as a consequence directly or indirectly of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurps power, confiscation, nationalization, civil commotion or loot or pillage in connection herewith.
- 2. CONFISCATION:** any bodily injury to the insured person due to confiscation, requisition or destruction by order of any government, public or local authority.
- 3. NUCLEAR RISK:** any bodily injury to the insured person, consequential loss, legal liability, directly or indirectly caused by or contributed to by or arising from:
  - A. ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - B. the radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
- 4. Consequential loss of any kind or description.**



## **OTHER BENEFIT:**

**CARRIAGE OF DEAD BODY & FUNERAL CHARGES:** expenses incurred in the carriage of dead body of the Insured to his pace residence and funeral charges (death due to accident and the claim otherwise being admissible under the PA section of the policy) shall be reimbursed subject to maximum of 2% of the sum insured as specified in the schedule of insurance under PA section of this policy, or Rs. 2,500/- whichever is less.

### **PREMIUM REVISION CLAUSE**

*The above rates are valid for a period of 1 year only. The company may revise the premium rates and / or the terms & conditions of the policy upon renewal thereof as per the IRDA guidelines prevailing at that time.*

### **NOMINATION**

I \_\_\_\_\_ hereby *nominate* the money payable, in the event of my death, arising out of accident payable under the policy by the Oriental Insurance Company Limited to Mr./Ms \_\_\_\_\_ (relation with the insured) \_\_\_\_\_ and I further declare that his/her receipt shall be final and sufficient to the Insurance Company.

Place \_\_\_\_\_

Signature of the Proposer/Insured \_\_\_\_\_

Date \_\_\_\_\_

Signature, Name and address of the witness \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_