



UNITED INDIA INSURANCE COMPANY LIMITED
24, WHITES ROAD, CHENNAI – 600 014.

UIN NO.IRDA/NL-HLT/UII/P-H/V.1/235/13-14

WORKMEN MEDICARE POLICY

WHEREAS the Insured named in the Schedule herein (hereinafter called the "Insured") has made or caused to be made to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the "Company") a written proposal as per 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 of the risks hereinafter specified occurring during the period as stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

NOW THIS POLICY WITNESSES that 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 any insured person shall sustain any bodily injury through **accident during and in the course of employment** (hereinafter called INJURY) and if such injury shall require any such insured person, upon the advice of a duly qualified Physician / Medical Specialist / Medical Practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur hospitalisation expenses for medical/surgical treatment at any Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient, the Company will pay through TPA to the Hospital / Nursing Home or the Insured Person the amount of such expenses as are reasonably and necessarily incurred in respect thereof by or on behalf of Insured Person but not exceeding the Sum Insured for each Insured person in any one period of insurance stated in the schedule hereto.

In the event of any claim/s becoming admissible under this scheme, the company will pay through TPA to the Hospital/Nursing Home or the insured person the amount of such expenses as would fall under different heads mentioned below:

NOTE: Admission of liability under this policy is subject to the condition that the Insured shall be liable to pay compensation for such injury under Workmen's Compensation Act, 1923.

Heads of Expenses

- a) Room, Boarding expenses as provided by the Hospital / Nursing Home (Room / Boarding / Nursing Expenses and other expenses as specified in policy upto 1% of sum insured per day. This also includes Nursing care, RMO charges, IV Fluids / Blood Transfusion / Injection administration charges and the like but does not include cost of materials. IC Unit upto 2% of sum insured per day).
- b) Surgeon's, Anaesthetist's, Medical Practitioner's, Consultant's, Specialist's fee.
- c) Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Material, X-Ray, Artificial Limbs and similar expenses.
- d) Reasonable Ambulance Charges for carrying the insured person from the spot of accident to the Hospital / Nursing Home not exceeding Rs. 2,500 per Insured Person per event.

DEFINITIONS:

1.1

ACCIDENT

Accident – An accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means

1.2

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.

Ayurvedic hospitals are outside the scope.

- 1.3 **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.
- 1.4 **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.**
- 1.5.. **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).**
- 1.6 **POST HOSPITALISATION MEDICAL EXPENSES**
Relevant medical expenses incurred immediately **60 days after the Insured person is discharged from the hospital provided that ;**
- a. **Such Medical expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required; and**
 - b. **The In-patient Hospitalisation claim for such Hospitalisation is admissible by the Insurance Company.**
- 1.7 **QUALIFIED NURSE**
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** and who is employed on recommendation of the attending Medical Practitioner.
- 1.8 **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.
- 1.9 **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.
- 1.10 **Period of Insurance** – the period of insurance means the period commencing from the inception date till five years or ten years as the case may be.
- 1.11 **Policy Period** – Policy Period is defined as the period of 12 months each commencing from the date of inception from which the risk has commenced.
- 1.12 **Indemnity Limits** – the limit of indemnity will be restricted to the Sum Insured per employee selected by the insured person as mentioned in the Schedule and will apply to each policy during the Period of Insurance separately.
- 1.13 **Insured Person** – An employee of the Insured in the Business who has been covered under this Policy and in respect of whom Insured would be liable under Workmen's Compensation Act, 1923 for payment of compensation in the event of bodily injury caused by accident arising out of and in the course of employment.

EXCLUSIONS:

Provided always that the Company shall not be liable under this policy in respect of

1. a. Any Injury by accident directly attributable to war, war like operation and other convulsion of nature, nuclear fuel or material and contaminated by radio activity.
- b. the compensation payable by the Insured under Workmen's Compensation's Act, 1923 for the injury

- c. The Insured's liability to employees of contractors of the Insured
 - d. Any employee who is not a workman within the meaning of laws
 - e. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
 - f. Any sum which the insured would have been entitled to recover from any party but for an agreement between the insured and such party.
 - g. Any reimbursement for expenses incurred for diseases mentioned in part c of schedule – III of the WC Act, 1923 which have been brought within the scope of that act by the workmen's compensation (Amendment) Act, 1956.
2. Payment respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this policy.
 3. Payment in respect of injury arising out of or resulting from the Insured Person's
 - 3.1 Intentional self-injury, suicide or attempted suicide.
 - 3.2 Being under the influence of intoxicating liquor or drug.
 - 3.3 Insanity (Directly or indirectly caused by insanity).
 - 3.4 Committing any breach of law with criminal intent.
 4. Any hospitalization expenses incurred because of bodily injury resulting directly or indirectly, proximately or remotely, from any accident other than arising out of and in the course of employment.
 5. Expenses on vitamins and tonics unless forming part of the Hospitalization treatment for injury as certified by the attending Physician.
 6. Naturopathy Treatment.

CONDITIONS

1. Every notice or communication to be given or made under this policy shall be delivered in writing at the address as shown in the policy schedule.
2. Upon the happening of any event which may give rise to a claim under this policy the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the Insured should, within one calendar month after the event which may give rise to a claim under the policy, submit full particulars with all supporting documents of the claim.

NOTE: Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time-limit.

3. 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 of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy. No waiver of any terms, provisions, conditions and endorsements of this Policy shall be valid unless made in writing and signed by an authorized Official of the Company.
4. For the purpose of any claim the Insured has to submit a Claim Form in the format required by the Company together with other documents as listed below:
 - a) Attested copy of F.I.R. / Panchnama
 - b) Newspaper cuttings (if applicable).
 - c) Photographs if any.
 - d) The original hospitalization / nursing home bills, discharge certificates, receipts, cash memos, prescriptions, X-rays, pathological reports.
 - e) A certificate from the attending physician stating the nature and extent of injury.
 - f) Any additional information and assistance as the Company may require.
 - g) Proof of employment showing employer-employee relationship, and attested copy of attendance register.
 - h) Salary Payment / Disbursement Register.

The Insured / Insured Person(s) shall allow any representative of the Company to examine the injured either at the residence or Hospital / Nursing Home at all reasonable times and should co-operate with the Company if any claim reduction measures are suggested.

5. No sum payable under this Policy shall carry interest.
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 or Insured Person or by any person acting on their behalf.

7. This Policy shall be void and all premium paid hereon shall be forfeited by the Company in the event of misrepresentation, mis-description, or non-disclosure of any material facts / particulars.
8. 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.
9. If any difference shall arise 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 in difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three 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 herein before 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 disclaimer have been made the 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.

10. All medical / surgical treatments under this Policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency only.
11. If in respect of the expenses covered by this Policy there shall be any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
12. The due observance and fulfilment of the terms conditions and endorsements of this policy so far as they relate to anything to be done by the Insured and the truth of this statement and the answers in the proposal shall be conditions precedent to any liability of the company to make any payment under this policy.