

## 2. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy 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 this Policy.

## 3. Material change

The Insured Person shall immediately notify the Company in writing of any change in his business or occupation or physical defect or infirmity with which he has become affected since the payment of last preceding premium.

## 4. Automatic Termination of Insurance

This policy shall automatically terminate

- upon the Insured Person's death
- at the expiration of the period for which the premium has been paid or on the expiration date shown in the policy schedule whichever is earlier.

## 5. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured Person shall:

- Forthwith file/submit a Claim Form in accordance with 'Obligation of the Insured Person' Clause as provided in General Conditions.
- If the Insured Person does not comply with the provisions of this Clause or other obligations cast upon the Insured Person under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

## 6. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

## 7. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 30 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address, in such a case the Company shall return to the insured, the then last paid premium less a pro-rata thereof portion of the period which shall have expired. The Insured Person may also give 30 days notice in writing, to the Company, for the cancellation of this Policy, in such a case Insured shall be entitled for a return of premium less premium at Company's short period rates\* for the period the policy has been in force. No refund will be made for such Insured Person for whom a claim has been paid or admitted.

\*Short period scales:

For a period not exceeding		
-do-	15 days	10% of the Annual Premium
-do-	1 month	15% of the Annual Premium
-do-	2 months	30% of the Annual Premium
-do-	3 months	40% of the Annual Premium
-do-	4 months	50% of the Annual Premium
-do-	5 months	60% of the Annual Premium
-do-	6 months	70% of the Annual Premium
-do-	7 months	75% of the Annual Premium
-do-	8 months	80% of the Annual Premium
Exceeding 8 months		Full Annual Premium

## 8. Currency for payments

All claims payable shall be paid in Indian Rupee only.

## 9. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law.

## 10. Arbitration clause

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 the dispute/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. 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 further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within three years 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.

New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai - 600 034. Fax No. 044-28288826 E-mail : info@starhealth.in Toll Free No. : 1800 425 2255

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

## 11. Customer Service

If at any time the Insured Person requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

## 12. Grievances : In case the Insured Person is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

In the event of the following grievances :

- any partial or total repudiation of claims by an insurer;
- any dispute in regard to premium paid or payable in terms of the policy;
- any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- delay in settlement of claims;
- Non-issuance of any insurance document to customer after receipt of the premium.

the insured Person/s may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Star Health and Allied Insurance Company Limited is located.

## Addresses of the Ombudsman

Office of the Insurance Ombudsman, 2nd floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, <b>AHMEDABAD - 380 014</b> . Tel. 079-27546150 Fax : 079-27546142 E-mail : insombahd@rediffmail.com	Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool <b>HYDERABAD-500 004</b> . Tel. 040-23325325 Fax : 040-23376599 E-mail : hyd2_insombud@sancharnet.in
Office of the Insurance Ombudsman, janak Vihar Complex, 2nd floor, Malviya Nagar, <b>BHOPAL</b> Tel. 0755-2769201/02 Fax : 0755-2769203 E-mail : bimalokpalbhopal@airtelbroadband.in	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015</b> Tel. : 0484-2358734 Fax : 0484-2359336 E-mail : iokochi@asianetglobal.com
Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103 2nd floor, Batra Building, Sector 17-D, <b>CHANDIGARH - 160 017</b> . Tel. : 0172-2706196, Fax : 0172-2708274 E-mail : ombchd@yahoo.co.in	Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 3rd Floor, <b>KOLKATA - 700 001</b> . Tel : 033-22134869 Fax : 033-22134868 E-mail : iombkol@vsnl.net
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018. Insurance Tel. 044-24333678 Fax : 044-24333664 E-mail :	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazratganj, <b>LUCKNOW - 226 001</b> , Tel : 0522-2201188 Fax : 0522-2231310 E-mail

## 13. RENEWAL CLAUSE

" Renewal is on mutual consent. Every renewal Premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the insured that may result to enhance the risk of the company under the insurer. However, in respect of Permanent Partial Disability claims the company would exclude such disability on renewal in respect of such relevant person. Where a claim for a Permanent Total Disability has been paid the renewal will be restricted to death only cover".



## STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED

Corporate Office : 1, New Tank Street, Valluvar Kottam High Road, Chennai - 600 034.

## ACCIDENT CARE INDIVIDUAL INSURANCE POLICY

### The proposal, Declaration and other documents if any given by the proposer form the basis of this policy of insurance

The Company by this Policy agrees, subject to the terms and conditions as set out in the Schedule with all its Parts, that on proof to the satisfaction of the Company, of the compensation having become payable, as set out in the Schedule, upon the happening of an event, to pay the Sum Insured/ appropriate Benefit.

## Definitions

### DEFINITIONS OF WORDS AND EXPRESSIONS

In this Policy, the following words and expressions shall have the following meanings, as set forth, unless the context otherwise requires:

- Accident / Accidental** -means a sudden unforeseen unexpected physical event to the insured person caused by external violent and visible means
- Age** means the age of the insured person on his/her completed years as recent birthday as per the English Calendar
- Standard type aircraft/Sea Craft** means an aircraft/sea-craft 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.
- Capital sum insured:** means the maximum amount of coverage per benefit/section, as specified in the Schedule to this Policy that the Insured Person is entitled to in respect of each benefit/section.
- Company** means Star Health and Allied Insurance Company Limited
- Covered Medical Expenses** means reasonable charges, which are usually and customarily incurred for services and supplies for any Accident to the Insured Person covered under the policy.
- Hazardous Sport / Hazardous Activities** means engaging whether professionally or otherwise in any sport or activity, which is potentially dangerous to the Insured Person (whether trained, or not).. Such Sport/Activity including but not limited to Winter sports, Ice hockey, Skiing, Skydiving, Parachuting, Ballooning, Scuba Diving, Bungee Jumping, Mountain Climbing, Riding or Driving in Races or Rallies, caving or pot holing, hunting or equestrian activities, diving or under-water activity, rafting or canoeing involving rapid waters, yachting or boating outside coastal waters, jockeys, horseback, Polo, Circus personnel, army/navy/air force personnel and policemen whilst on duty, persons working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high-tension supply, nuclear installations, handling hazardous chemicals.
- Injury** means Accidental bodily injury solely and directly caused by external, violent and visible causes and does not include sickness disease or any naturally occurring condition or degenerative process
- Insured Person** means the name/s of persons shown in the schedule of the Policy
- Pre-Existing Condition** means any physical condition, disease, illness, medical condition, injury for treatment of which claim is made under this policy, which existed prior to the date of commencement of the policy.
- Policy** means the insurance contract, the Policy Schedule and any other endorsements riders and any other attached enrollment forms.
- Reasonable and Customary Charges** means a charge for medical care which shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred, when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar Disease or injury.
- Relative** means spouse, children, parents, siblings or in-laws.
- Temporary Total Disablement** means the Insured Person is totally disabled from engaging in any occupation or business for a temporary period.

## SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured person or his nominees or his legal heirs, a sum as compensation for any loss occurring during the Period of Insurance as described under different section hereunder, and as specified in the Schedule to the Policy, but not exceeding the Sum Insured.

### Table 1 ACCIDENTAL DEATH

The Company will pay as hereinafter mentioned:

- If at any time during the Period of Insurance, the Insured Person shall sustain any bodily injury resulting solely and directly from Accident caused by external, violent and visible means, and such accident causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation the Capital Sum Insured.

Subject to the other terms and conditions of the policy

### Table 2 - ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

If the Insured Person meets with an Accident, which leads to disablement or subsequent death, the Company will provide insurance coverage to the Insured in the following manner:

- Death of Insured Person: If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation subject to the maximum Sum Insured.
- Permanent disablement of the Insured Person: If following an Accident which caused permanent impairment of the Insured's mental or physical capabilities, then the Company will pay the benefits as provided in the Table of Benefits A or B below, depending upon the degree of disablement provided that:
  - The disablement occurs within 12 Calendar months from the date of the Accident.
  - The disablement is confirmed and claimed for, prior to the expiry of a period of 60 days since occurrence of the disablement.

Provided always that the policy will not pay under more than one of the following sub clauses in respect of the same Accident

**DEATH AND PERMANENT DISABLEMENT**

**Table A**

Benefits	Percentage of Sum Insured
<b>1. Death</b>	100%
<b>2. Permanent Total Disablement</b>	100%
Total and irrevocable loss* of	
(i) Sight of both eyes	100%
(ii) physical separation of two entire hands	100%
(iii) physical separation of two entire foot	100%
(iv) One entire hand and one entire foot	100%
(v) sight of one eye and loss of one hand	100%
(vi) sight of one eye and loss of one entire foot	100%
(vii) Use of two hands	100%
(viii) Use of two foot	100%
(ix) Use of one hand and one foot	100%
(x) Sight of one eye and use of one hand	100%
(xi) Sight of one eye and use of one foot	100%
(xii) Sight of one eye	50%
(xiii) Physical separation of one entire hand	50%
(xiv) Physical separation of one entire foot	50%
(xv) Use of one hand without physical separation	50%
(xvi) Use of one foot without physical separation	50%

\*Loss of Foot/hand means total severance through or above the ankle/wrist joints respectively. Loss of Eye means entire and irrevocable loss of sight. Thumb and index finger means actual severance through or above the joint that meets the hand at the palm.

**PERMANENT PARTIAL DISABLEMENT**

**Table B**

BENEFITS			Percentage of Sum Insured
i)	Loss of toes	all	20
	Great	both phalanges	5
	Great	one phalanx	2
	Other than Great, if more than One toe lost,	for each toe	1
ii)	Loss of hearing	both ears	75
iii)	Loss of hearing	one ear	30
iv)	Loss of four fingers and thumbs of One hand		40
	Loss of four fingers		35
vi)	Loss of thumb	both phalanges	25
		One phalanx	10
vii)	Loss of index finger	three phalanges	10
		Two phalanges	8
		One phalanx	4
		three phalanges	6
viii)	Loss of middle finger	Two phalanges	4
		One phalanx	2
		three phalanges	5
		Two phalange	4
ix)	Loss of ring finger	One phalanx	2
		three phalanges	4
		Two phalanges	3
x)	Loss of little finger	One phalanx	2
		Two phalanges	3
		One phalanx	2
xi)	Loss of metacarpals	first or second (Additional)	3
		Third, fourth or Fifth (additional)	2
xii)	Any other permanent partial disablement		percentage as Assessed by the panel Doctor of the Company.

**Table 3- Death, Permanent Disablement and Temporary Total Disablement: Weekly Compensation**

- Death of Insured Person: If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation subject to the maximum Sum Insured.
- Permanent disablement of the Insured Person: If following an Accident which caused permanent impairment of the Insured's mental or physical capabilities, then the Company will pay the benefits as provided in the Table of Benefits A or B as above, depending upon the degree of disablement provided that:
  - The disablement occurs within 12 Calendar months from the date of the Accident.
  - The disablement is confirmed and claimed for, prior to the expiry of a period of 60 days since occurrence of the disablement.

3. The Company will pay as hereinafter mentioned:

If at any time during the Period of Insurance, the Insured Person shall sustain any bodily injury resulting solely and directly from an **Accident**, then the Insured Person will be paid a sum calculated at the rate of 1% of the Sum Insured as mentioned in the Schedule of this policy per week but not exceeding Rs5000 per week in all under all policies, if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of Temporary Total disablement

This benefit is subject to a maximum period of 100 weeks from the date of such Temporary Total Disablement. The benefit is payable for only one occurrence during the entire policy period. In no case shall the compensation exceed the sum insured under the policy The payment shall be made only after the termination of such disablement. All the benefit under this section is subject to exclusions, as mentioned in 'General Exclusions' of this Policy.

**Special Conditions:**

- If the Accident affects any physical or mental function, which was already impaired prior to the accident, a deduction as recommended by our panel Doctor will be made in respect of this prior disablement.
- If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but liability in any case shall not exceed 100% of the Sum Insured.
- In case of Permanent Partial Disablement claim the Capital Sum Insured under the policy will be reduced by the amount of admissible claim under the policy in respect of the Insured Person to whom such sum shall become payable
- In the event of Permanent Disablement, the Insured Person will be under obligation:
  - To have himself/herself examined by doctors appointed by the Company/ and the Company will pay the costs involved thereof.
  - To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required. If the obligations are not met with due to whatsoever reason, the Company may be relieved of its liability to pay.

**Exclusions:**

- Any payment in case of more than one claim under the policy during the period of insurance by which the maximum liability of the Company in that period would exceed the Sum Insured.
- Any other claim after a claim has been admitted by the Company and becomes payable for Death or 100% Permanent Total Disablement, as mentioned in Table A. This would not apply to payment under Medical Expenses, Education Grant, Transportation of remains and Travel expenses of the Relative
- Any claim arising out of an accident related to pregnancy or childbirth, infirmity, whether directly or indirectly.
- Any claim for death or Disablement of the Insured Person from (a) intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) self-endangerment unless in self-defense or to save life.
- Any exclusion mentioned in the 'General Exclusions' of this Policy.

**EXTENSION FOR MEDICAL EXPENSES DUE TO ACCIDENT:**

The Company will pay as hereinafter mentioned:

Any medical expenses necessarily and reasonably incurred and expended by the Insured Person in connection with the accident as specified in the policy for which a claim has been admitted by the Company, an amount up to 25% of the valid claim or actuals whichever is less subject to a maximum of 10% of capital sum insured

Subject to exclusions mentioned in the General Exclusion of this policy.

**CONDITIONS**

Sufficient proof for the treatment taken to be submitted to the Company

**EDUCATIONAL GRANT:**

The Company will pay as hereinafter mentioned

Following an admissible claim under the policy towards Death/ Permanent Total Disability of the insured person, Educational Grant for a maximum of two dependent children of the Insured, as mentioned below:

- If the Insured Person has one dependent child below the age of 18 years, an amount of Rs.5, 000/- is payable.
  - If the Insured Person has more than one dependent child below the age of 18 years an amount of Rs.5,000/- per child but in any case not more than Rs.10000/-.
- Provided that if there be any other subsisting Personal Accident Insurance/s covering the Insured Person, total benefits in respect of Educational Grant, under all those Policies, shall be limited to
- A maximum of Rs.5 000/- in case there is one dependent child.
  - A maximum of Rs.10,000/- in case there are two dependent children

**TRANSPORTATION EXPENSES OF MORTAL REMAINS:**

The Company will pay as hereinafter mentioned

Following an admissible claim under the policy towards death of the insured person due to an Accident, outside the place of his/her residence, the Company shall pay a lump sum of Rs.3, 000/-for transportation of the mortal remains of the Insured Person to the place of his/ her residence irrespective of the number of Personal Accident policies held by the insured.

This includes cost of embalming and coffin charges.

**TRAVEL EXPENSES FOR RELATIVE**

Following an admissible claim under the policy towards Death of the Insured Person due to an Accident, outside the place of his/her residence, the Company will pay for the transport expenses to one relative of the Insured Person Provided such payment shall not exceed a sum of Rs1000 in the entire policy period.

**CUMULATIVE BONUS** -Compensation payable for Death, 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 the capital sum insured becomes payable but the amount of such increase shall not exceed 50% of the Capital sum insured stated in the Schedule. The Cumulative Bonus is applicable to Capital sum insured, which is renewed continuously.

The Cumulative Bonus will not be lost if the policy is renewed within 30 days.

**GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS OF THE POLICY):**

The Company shall not be liable to make any payments in respect of:

- Any claim relating to events occurring before the commencement of the cover or otherwise outside the Period of Insurance.
- Any claim in respect of Pre-existing conditions.
- Any claim if the insured acts against the advice of a physician.
- Any claim arising out of Accidents that the Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
- Any claim arising out of mental disorder, suicide or attempted suicide self inflicted injuries, or sexually transmitted conditions, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome), insanity and / or any mutant derivative or variations thereof howsoever caused.
- Insured Person engaging in Air Travel unless he/she flies as a fare-paying passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion Air Travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from.
- Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, seizure capture arrest restraints detentions of all kings princes and people of whatever nation, condition or quality whatsoever.
- Participation of the Insured Person in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
- Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
  - Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self sustaining process of nuclear fission) of nuclear fuel.
  - Nuclear weapons material
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - Chemical and Biological Terrorism.
- Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi professional sports persons.
- Participation in Hazardous Sport / Hazardous Activities
- Persons who are physically and mentally challenged, unless specifically agreed and endorsed in the policy.
- Any loss of which a contributing cause was the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law

**GENERAL CONDITIONS (APPLICABLE TO ALL SECTIONS UNDER THIS POLICY)**

The conditions below apply throughout this insurance. Failure to comply with them may be prejudicial to a claim:

- The minimum and maximum age limit for the Insured is **18 Years** and **70 years** respectively except under Family Package where the minimum age is **3 years**
- Obligations of the Insured Person:**  
Claims for insurance benefits must be submitted to the Company not later than one (1) month after the completion of the treatment or after transportation of the mortal remains/ burial in the event of death.
- Claim Documentation:**  
a) Insured Person has to produce bills/vouchers/ reports/ discharge summary, Death Certificate, Viscera Sample Report/ Forensic Science Laboratory report, First Information Report, Post Mortem Report, Legal Heir Certificate, Succession Certificate and such other documents as may be required for processing the claim.  
b) If the Company requests that bills/ vouchers / Reports in a language, other than English be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured Person.
- Claims Settlement:**  
(a) Benefits payable under this policy will be paid within reasonable time upon receipt of due written evidence of such loss and any further documentation information and assistance that the Company may require.
- The Company shall be released from any obligation to pay insurance benefits if any of the term and conditions are breached.
- Geographical Scope: The insurance cover applies Worldwide.

**STANDARD TERMS AND CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)**

- Incontestability and Duty of Disclosure**  
The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.