

CHOLAMANDALAM MS GENERAL INSURANCE COMPANY LIMITED
(Regd. & Head Office: "Dare House", II Floor,
Old No-234, New No-2, NSC Bose Road, Chennai-600001)

PERSONAL ACCIDENT INSURANCE POLICY

WHEREAS the **Insured** named in the Schedule attached hereto has made or caused to be made to Cholamandalam MS General Insurance Company Limited (**The Company**) a written proposal which is the basis of this contract and is deemed to be incorporated herein and has paid the premium for the insurance specified hereinafter for the period stated in the Schedule.

The Company hereby agrees that subject to the definitions, terms, exclusions and conditions contained herein or endorsed or otherwise expressed hereon will pay as hereinafter mentioned:

If at any time during the currency of this policy the **Insured Person** shall sustain any bodily injury then **The Company** shall pay to him or his legal assignee or heir(s), the percentage of **Principal Sum** stated in the Schedule at the rates mentioned below if such injury shall within 12 calendar months of its occurrence be the sole and direct cause of death or disability described in benefits **Schedule**:

Part I – GENERAL DEFINITIONS

We use certain words in this policy and the Schedule, which have a specific meaning and are shown under the heading of definitions in the policy. They have this meaning wherever they appear in the policy or the Schedule and are shown with **Bold Letters**. **Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender and vice versa in both cases.**

Accident means a sudden, unforeseen and unexpected physical event caused by external, violent and visible means.

Acquired Immune Deficiency Syndrome has the meanings assigned to it by the World Health Organization. Acquired Immune Deficiency Syndrome shall include HIV (Human Immune-deficiency Virus), encephalopathy (dementia), HIV Wasting Syndrome, and ARC (AIDS Related Condition).

Family means Spouse and/or Eligible Children and/or Dependent Parents named on the Schedule.

Spouse means the legal husband or wife living with the Insured/Insured Person.

Eligible Children means all of the Insured Person's dependent Children aged between six (6) months and eighteen (18) years and up to twenty three (23) years (if attending an accredited institution of higher learning) who are unmarried and who permanently reside with him.

Dependent Parents means parents of the Insured Person up to 70 years of age who permanently reside with the Insured as named in the Schedule.

Injury means bodily injury caused solely and directly by violent, accidental, external and visible means and occurring during the Insured Period. For the avoidance of doubt, the definition of Injury does not extend to the non-physical consequences (such as mental, nervous or emotional disorders, depression or anxiety) of any Accident and these are specifically agreed to be excluded for the purposes of this Policy.

Insured Period means the period commencing with the Policy Effective Date and time and terminating at midnight with the Policy Expiration Date as stated in the Schedule.

Insured means the person/organisation named on the Schedule who has made Proposal and whose name in the policy has been issued.

Insured Person means the person(s) named in the Schedule and who live normally in India for whom premium has been paid and proposal has been approved by The Company.

Principal Sum means the amount stated in the Schedule with respect to and Insured Person named in the Schedule.

Proposal means the Proposal Form and Declaration, which is the basis for the policy and is deemed to be incorporated in this policy.

Schedule means the Schedule of Benefits which are attached and which form a part of this policy.

Part II - EXCLUSIONS

This policy does not provide benefits for any death, disability, expense or loss incurred in result of any Injury attributable directly or indirectly to the following:

1. intentionally self-inflicted injury, suicide or any attempt thereof while sane or insane;
2. Injury or Disease directly or indirectly caused by or contributed by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
3. Injury or Disease directly or indirectly caused by or contributed by the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment;
4. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detention of all kings, princes, and people of whatsoever nation condition or quality,
5. The Insured Person's participation in naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy with foreign or domestic;
6. loss sustained or contracted in consequence of **the Insured** being under the influence of alcohol or drugs unless administered on the advice of a physician;
7. any loss of which a contributing cause was **the Insured's** actual or attempted commission of, or willful participation in, an illegal act or any violation or attempted violation of the law or resistance to arrest;
8. any loss sustained whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying otherwise) in any duly licensed standard type of aircraft anywhere in the world;
9. any opportunistic infection and/or malignant neoplasm, if at the time of the accident or sickness **the Insured** had an Acquired Immune Deficiency Syndrome (AIDS) or having an antibody positive blood test to HIV (Human Immune-deficiency Virus). Opportunistic infection shall include but will not be limited to pneumocystis carinii pneumonia, organism of Kaposi's Sarcoma, central nervous system lymphoma, and/or other malignancies now known or which become known as causes of death in the presence of Acquired Immune Deficiency Syndrome;
10. any loss sustained while **the Insured** is participating in contests of speed using a motorized vehicle or bicycle and/or hunting and/or skiing and/or skydiving and/or gliding and/or mountaineering and/or winter sports;
11. any loss resulting directly or indirectly from or, contributed or aggravated or prolonged by childbirth or from pregnancy.

Part III- CONDITIONS

1. **ENTIRE CONTRACT – CHANGES:** This policy, the Schedule, the Proposal, any forms, benefits, endorsements and any memorandum hereto, shall be read together as one contract and any words or expression to which specific meanings attached shall bear such specific meanings wherever they shall appear.
No change or alteration in this policy shall be valid until approved and endorsed by **The Company's** authorized officer in writing. No other person including **The Company's** agent has any authority to change or alter this policy or to waive any of the provisions thereof.
2. **NOTICE:** Every notice, communication or intimation required or contemplated under this Policy to be given by the **Insured** or anyone on behalf of the Insured in respect of any claim or matter arising under or out of this Policy shall be in writing and addressed to **The Company's** office through which this insurance is effected, unless otherwise directed by **The Company** in writing. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, the Insured and other details as may be necessary.

3. **CONSIDERATION:** This policy is issued subject to payment of premium in advance. No payment shall be valid unless made under **The Company's** official receipt.
4. **EFFECTIVE DATE:** This policy shall commence on the Effective Date and time stated in the Schedule and continue to be in force for the period mentioned therein, unless cancelled or terminated earlier and end at midnight on the date of expiry.
5. **RENEWAL CONDITIONS:** This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. **The Company**, however, shall not be bound to give notice that policy is due for renewal or to accept any renewal premium.
Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.
6. **CANCELLATION OF COVER:** This policy may be cancelled by **The Company** at any time without assigning any reason by giving 7 days written notice delivered, to **the Insured**, or mailed to his last address as shown in the records. On such cancellation by **The Company** the Insured shall be entitled to refund of pro-rata premium for the unexpired portion of the policy on the date of cancellation. **The Insured** may also cancel the policy at any time in which event **The Company** shall be entitled to premium at Short Period Scale for the period during which the policy was in force from the Effective Date till the date of cancellation by **the Insured**. Any excess premium available with the Company after adjustment at Short Period Scale as provided herein below shall be refunded to **the Insured** provided no claim has occurred up to the date of cancellation. In case of claim having been made by the Insured no premium will be refunded, in the event of cancellation by the Insured.

Short period scale

Period of risk	Proportionate of annual premium to be retained
Upto one month	25% of the annual premium
Exceeding one month & Upto three months	50% of the annual premium
Exceeding three months & Upto six months	75% of the annual premium
Exceeding six months & Upto eight months	85% of the annual premium
Exceeding eight months	100% of the annual premium

7. **CLAIMS NOTIFICATION:** It shall be a condition precedent for any claim to be made by **the Insured** under this policy or for liability attaching to **The Company** hereunder that written notice of claim must be given to **The Company** immediately upon the occurrence or commencement of any loss, or as soon thereafter as reasonably possible, and in any event not later than 30 days of such occurrence or commencement.
8. **CLAIM FORMS:** Besides such immediate notice of occurrence or commencement of loss **the Insured** shall also furnish further particulars as may be required in the Claim Form provided by **The Company**.
9. **TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed Claim Form with written evidence of loss must be furnished to **The Company** within thirty (30) days after the date of such loss. Failure to furnish evidence within such time as required shall not invalidate or reduce the claim if **the Insured** satisfies that it was not reasonably possible to do so within such time. In any event, no proof furnished beyond one (1) year from the date of loss shall be accepted.
The Insured shall obtain and furnish **The Company** all original bills, receipts and any other documentation upon which a claim is based. The Insured shall be bound to provide all such additional documents, information and assistance as may required by **The Company**.
The Company or its authorised representatives, shall be entitled to make such Enquirer or verification with any person or persons, establishment, institution, hospital, authority, agency as it deems necessary and the Insured or anyone claiming under this Policy shall co-operate, facilitate and assist in such manner as may be necessary for such enquiry or verification by **The Company**.
10. **MEDICAL EXAMINATION:** **The Company** at its own expense, shall have the right to examine **the Insured** when and as often **The Company** may reasonably require during the pendency of a claim hereunder.
11. **LIMITATION OF LIABILITY:** In the event of accidental **Injury** resulting into death or disablement of the **Insured Person**, the total benefit payable will be limited to amount stated in the schedule and any interim payments made before death will be off-set/adjusted from the amount due. **The Company's** maximum liability, however should not be more than 100% of the **Principal Sum**.
12. **PAYMENT OF CLAIMS:** All Claims under this policy shall be payable in Indian currency. Any claim paid by **The Company** and received will discharge **The Company** from any further payment for the same claim. All payment made in good faith will discharge to the extent of such payment.

13. **INTEREST:** No sum payable under this policy shall carry any interest, penalty or any other amount whatsoever.
14. **INDEMNITIES:** All other indemnities of this policy are payable to **the Insured**. Indemnity, if any, in case of loss of life of **the Insured** is payable to the assignee named in the Policy or to the estate of **the Insured**, if no assignment is made. All payment by us in good faith pursuant to this provision shall fully discharge **The Company** to the extent of the payment.
15. **CONSENT OF ASSIGNEE:** Consent of the assignee, if any, shall not be requisite for change of assignee or to any other changes in this policy.
16. **CHANGE OF ASSIGNEE:** No Change of assignee under this policy shall bind **The Company**, unless the change is formally endorsed thereon by **The Company's** authorized officer.
17. **CHANGE OF OCCUPATION:** Any change in the professional activity/occupation as stated in the proposal, must be informed to **The Company** by **the Insured** immediately. **The Company** reserve the right to accept or to reject the change. **The Company's** approval shall be signified by endorsement upon the policy and in the event of rejection **The Company** will cancel the coverage and shall return the premium on pro-rata for the remaining period. **The Company** also reserves the right to repudiate the claim in the event of change in the nature of professional activities/occupation.
18. **MISSTATEMENT OF AGE:** In the event the age of **the Insured** has been misstated, and if according to the correct age, the coverage provided by the policy would not have become effective, or would have ceased prior to the acceptance of such premium or premiums, then **The Company's** liability during the period **the Insured** is not eligible for coverage, shall be limited to the refund, upon written request, of all premiums paid for the period not covered by the policy.
19. **ADDITIONS:** Any person becoming eligible after the Effective Date of this policy may be added from time to time as a named **Insured Person**. The Policy shall commence in respect of such person on the date when his/her proposal has been approved by **The Company** subject to any limitations set forth in the attached forms.
20. **ARBITRATION:** If any difference arises as to the quantum to be paid under this policy (liability otherwise admitted) such difference shall be referred to arbitration and to a sole arbitrator to be appointed in accordance with Arbitration and Conciliation Act, 1996, within a period of 30 days of either **The Company** or **the Insured** giving notice in this regard.
The applicable law in and of the arbitration shall be the Indian law.
The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.
It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.
In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.
21. **LEGAL ACTIONS:** No action at law or in equity shall be brought to recover on this policy prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this policy. If no proof of loss has been furnished within one (1) year of the date upon which it should have been furnished then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this policy.
If **The Company** disclaim liability for any claim, and if **the Insured** do not notify **The Company** within one [1] year from the date of receipt of the notice of such disclaimer that he does not accept such disclaimer and intend to recover this claim from **The Company**, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this policy.
22. **COMPLIANCE WITH POLICY PROVISIONS:** Failure to comply with any of the provisions contained in this policy shall invalidate all claims hereunder.
23. **FRAUDULENT AND/OR DISHONEST AND/OR DECEITFUL CLAIM(S):** If **the Insured**, the Insured Person shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this policy shall be void and all claims or payments hereunder shall be forfeited.
24. **CONDITIONS PRECEDENT TO LIABILITY:** For the avoidance of doubt, it is hereby expressly stipulated and made clear that compliance with the terms and conditions of this Policy in so far as these relate to anything to be done by **The Insured** or on his behalf is a condition precedent to **The Company's** liability hereunder.
25. **VALIDITY OF POLICY:** Subject to provision relating to cancellation, this policy will terminate on the earliest of the following occurrence:
 - (a) the expiry date of the policy,

- (b) In case of death of **the Insured**
- (c) Any claim paid upto the **Principal Sum**.
- (d) For Group policies and family package policies the expiry date will be the date of expiry mentioned in the **Schedule**, however for the individual **Insureds** cover will cease on the **Insured Person's** death, or on payment of the **Principal Sum** in respect of that person.

BASIC COVER - ACCIDENTAL DEATH

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the **Schedule** for said policy or is endorsed thereon. The insurance applies to such Injuries sustained by **the Insured** anywhere in the world.

Benefit

When **Injury** results in the loss of life of **the Insured within one calendar year** after the date of **Accident, The Company** will pay the **Principal Sum**.

The Company will also pay in addition to **Principal Sum** upto 3% of **Principal Sum** or Rs. 6,000.00 (whichever is lower), towards the cost of transporting the mortal remains from the place of death to the hospital and/or residence and/or cremation and/or burial ground.

The Company will also pay in addition to **Principal Sum**, the actual costs or Rs. 5,000.00 (whichever is lower), incurred in connection with performance of religious ceremonies incurred upto the time of cremation and costs incurred for any one post cremation ceremony.

An amount of Rs. 1,000/- will be paid for Ambulance hiring charges following an accident, subject to submission of bill.

Exclusions

In addition to the Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) loss caused directly or indirectly, wholly or partly by:
 - a. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - b. medical or surgical treatment except as may be necessary solely as a result of Injury;

Benefit No. 1

PERMANENT TOTAL DISABILITY BENEFIT

This form is part of the policy to which it is attached and is valid only if the form number, benefit and appropriate premium is indicated on the **Schedule** for said policy or is endorsed thereon.

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Injury**, causing **The Insured Permanently Totally Disabled** and such disability has continued for a period of 12 consecutive months, **The Company** will pay **The Insured** the percentage of the **Principal Sum** specified in the table below:

Benefits	Percentage of [Principal Sum]
Loss of sight of both eyes	100%
Loss of two entire hands or two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of sight of one eye and such loss of one entire foot, or hand.	100%
Complete loss of hearing of both ears & complete loss of Speech	100%
Complete loss of hearing of both ears or complete loss of speech and loss of one limb or loss of sight of one eye	100%

The Company's maximum liability, however should not be more than 100% of the **Principal Sum**.

Definitions

"Loss" wherever used herein means the permanent and total loss of functional use or complete and permanent severance.

"Totally and Permanently Disabled" wherever used in this form means **the Insured** is unable to engage in each and every occupation or employment for compensation or profit **[for which the Insured Person is reasonably qualified by education, training or experience.]** If at the time of the loss **the Insured** is unemployed. Totally and Permanently Disabled shall mean the total and permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

"Permanent" means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement.

There is a provision for enhancing this benefit upto 200% of loss subject to additional premium.

This Benefit Schedule is attached to and made part of the Policy [as of the Policy Effective Date shown in the Schedule]. [effective [Month Day, Year].] It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the [policy except as they are specifically modified by this Benefit Schedule.

Benefit No. - 2

PERMANENT PARTIAL DISABILITY

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury** causing **the Insured Permanent Partial Disability** as mentioned in the Table Below within 12 months of the **Accidental Injury** being sustained, **The Company** will pay **the Insured** the percentage of the **Principal Sum** specified for each and every form of impairment mentioned in the table below. **The Company's** maximum liability, however should not be more than 100% of the **Principal Sum**.

		Benefits Upto Percentage of [Principal Sum]
i.	Loss of toes – all	20%
	Great – both phalanges	05%
	Great – one phalanx	02%
	Other than great, if more than one toe lost, each	02%
ii.	Loss of hearing – both ears	60%
iii.	Loss of hearing – one ear	30%
iv.	Loss of speech	60%
v.	Loss of four fingers and thumb of one hand	40%
vi.	Loss of four fingers	35%
vii.	Loss of thumb – both phalanges	25%
	- one phalanx	10%
viii.	Loss of index finger –three phalanges or two phalanges or one phalanx	10%
ix.	Loss of middle finger –three phalanges or two phalanges or one phalanx	06%
x.	Loss of ring finger – three phalanges or two phalanges or one phalanx	05%
xi.	Loss of little finger – three phalanges or two phalanges or one phalanx	04%
xii.	Loss of metacarpals – first or second, third, fourth or fifth	03%
xiii.	Sense of smell	10%
xiv.	Sense of taste	05%
xv.	Sight of one eye	50%
xvi.	One hand	50%
XVII.	One foot	50%

It is further understood and agreed that the following definitions are added to the policy:

Partial means less than total.

Permanent means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement.

Limb means a hand at or above the wrist or a foot above the metacarpophalangeal joints or metatarsophalangeal joints.

“Totally and Permanently Disabled” wherever used in this form means **the Insured** is unable to engage in each and every occupation or employment for compensation or **profit [for which the Insured Person is reasonably qualified by education, training or experience.]** If at the time of the loss **the Insured** is unemployed. Totally and Permanently Disabled shall mean the total and permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

This Benefit Schedule is attached to and made part of the Policy [as of the Policy Effective Date shown in the Schedule]. [effective [Month, Day, Year].] It applies only with respect to accidents that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the [policy except as they are specifically modified by this Benefit Schedule.

If the **Accidental Injury** sustained by **the Insured** causes a subsequent claim by him under **Death** or **Permanent Total Disablement**, then this part of the coverage shall not be applicable and the amounts payable under the coverage of **Death** or **Permanent Total Disablement** shall be reduced by the amount of any payment made under this coverage.

Benefit No. – 3

ACCIDENTAL MEDICAL REIMBURSEMENT

This form is part of the policy which it is attached and is valid only if the form number, benefit and appropriate premium is indicated on the Schedule for said policy or is endorsed thereon.

Benefits

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury, The Company** will reimburse **the Insured** the cost of treatment by a **Medical Practitioner**, use of **Hospital** facilities for medical treatment of Injury arising out of an **Accident** and for which there is a valid claim under this policy, subject to a maximum of 40% of admissible claim amount or 10% of **Principal Sum** or the actuals, whichever is less.

Definitions

Medical Practitioner – means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than **the Insured** or a member of **the Insured's** immediate family. The term Medical Practitioner would include physician, specialist and surgeon.

Hospital – means a medically recognized establishment:

- (a) That holds a valid license (if required by law) to practice medicine, and
- (b) The primary function of which is to provide for the care and treatment of sick or injured persons, and
- (c) That has a staff of one or more Physicians actually available on the premises at all times, and
- (d) That provides a 24-hour nursing service and has at least one qualified and registered professional nurse present and on duty at all times, and
- (e) That has organized diagnostic and surgical facilities, either on its own premises or in facilities available to the Hospital on a pre-arranged basis, and
- (f) Is not, except incidentally to its primary function, a clinic, nursing home, rest home, or convalescent home for the aged, or any similar institution.

Exclusions

In addition to the Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) Loss caused directly or indirectly, wholly or partly by:
 - a. Bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - b. Medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) Dental care or surgery except as occasioned by Accidental Injury.

Benefit No. - 4

ACCIDENT WEEKLY INDEMNITY

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the **Schedule** for said policy or is endorsed thereon.

Benefits

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury, The Company** will pay a weekly benefit amount during a period of continuous **Temporary Total Disability** of an **Insured Person**, as certified by a **Medical Practitioner**, provided that:

- such **Injury** shall be the sole and direct cause of **Temporary Total Disablement**, and so long as the **Insured Person** shall be totally disabled from engaging any employment or occupation of any description whatsoever
- 1% of the **Principal Sum** subject to maximum of rs.5000.00 per week for a period not exceeding 100 weeks from the date of the accident/bodily injury. If **the Insured is Totally Disabled** for a portion of a week, one seventh (1/7) of the [Weekly Benefit] shall be payable for each day he is **Totally Disabled**.

Definitions

"Totally Disabled" wherever used in this form means **the Insured** is unable, due to Injury, to engage in each and every occupation or employment for compensation or profit for which he is reasonably qualified by education, training or experience.

Medical Practitioner – means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than **the Insured** or a member of **the Insured's** immediate family. The term Medical Practitioner would include physician, specialist and surgeon.

Exclusions

In addition to the Exclusions listed in Part II of the policy, this form shall not cover and no payment shall be made with respect to:

- 1) loss caused directly or indirectly, wholly or partly by:
 - c. bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease;
 - d. medical or surgical treatment except as may be necessary solely as a result of Injury;
- 2) Treatment of hernia resulting from any bodily injury.
- 3) pregnancy and resulting childbirth, miscarriage or diseases of the female organs of reproduction.

Benefit No. - 5

EDUCATION BENEFIT

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **the Insured's Death or Permanent Total Disability** due to **Accidental Injury** being sustained, **The Company** will pay the assignee or legal heir of **the Insured** benefits up to 10% of the **Principal Sum** subject to a maximum of Rs. 25,000.00, for on education benefit.

Definitions

"Totally and Permanently Disabled" wherever used in this form means **the Insured** is unable to engage in each and every occupation or employment for compensation or profit **[for which the Insured Person is reasonably qualified by education, training or experience.]** If at the time of the loss **the Insured** is unemployed. Totally and Permanently Disabled shall mean the total and permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

"Permanent" means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement.

Benefit No. - 6

MODIFICATION OF RESIDENTIAL ACCOMODATION AND VEHICLE

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, **The Company** will reimburse up to 10% of **Principal Sum** subject to a maximum of Rs. 50,000.00, for covered expenses reasonably incurred to modify your residential accommodation or own vehicle on account of **the Insured** having suffered **Permanent Total Disability** subject to the condition that these alterations are necessary as per the advise of treating/attending **Medical Practitioner**.

Benefit under this section is payable subject to the claim under Permanent Total Disability under the policy is admissible.

Definitions

"Totally and Permanently Disabled" wherever used in this form means **the Insured** is unable to engage in each and every occupation or employment for compensation or profit **[for which the Insured Person is reasonably qualified by education, training or experience.]** If at the time of the loss **the Insured** is unemployed. Totally and Permanently Disabled shall mean the total and permanent inability to perform all of the usual and customary duties and activities of a person of like age and sex.

"Permanent" means lasting twelve (12) calendar months and at the end of that period being beyond hope of improvement.

Medical Practitioner – means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than **the Insured** or a member of **the Insured's** immediate family. The term Medical Practitioner would include physician, specialist and surgeon.

Benefit No. - 7

Broken Bones

This form is part of the policy to which it is attached and is valid only if the form number, benefit, and appropriate premium is indicated on the Schedule for said policy or is endorsed thereon.

Benefits

In consideration of payment of additional premium, it is hereby understood and agreed that in the event of **Accidental Injury**, during the **[Insured Period]** if **the Insured** sustain an **Injury** which results in the **Fracture** of his bones [certified by a **Medical Practitioner**], **The Company** will pay **the Insured** the percentage of the **Principal Sum** specified for each and every form of **Fracture** of bones mentioned in the table below:

	Upto Percentage Of [Principal Sum]
Injury to Vertebral Body resulting in spinal cord damage	100%
Pelvis	100%
Skull (excluding nose and teeth)	30%
Chest (all ribs and breast bone)	50%
Shoulder (collar bone and shoulder blade)	30%
Arm	25%
Leg	25%
Vertebra – vertebral Arch (excluding coccyx)	30%
Wrist (colles or similar fractures)	10%
Ankle (potts or similar fracture)	10%
Coccyx	5%
Hand and fingers	3%
Foot and Toes	3%
Nose	3%

Note:

Additional Provisions

1. No sum payable under the policy shall carry interest.
2. If an **Accident** involves broken bones/fractures and subsequent **Death**, then only **Death** benefits will be payable. In the event if any payments are made prior to **Death**, the same shall be set-off/adjusted/recovered against benefits payable for **Death**.
3. When more than one bone is **Fractured** in the same **Accident**, the benefits payable shall not exceed 100% of **Principal Sum**.

Definitions

“ **Pelvis**” all pelvic bones, which shall be treated as one bone. The sacrum is part of the vertebral column.

“**Skull**” all skull and facial bones, (excluding nasal bones and teeth) which shall be treated as one bone.

“**Arm**” excludes wrist, hand fingers and colles or similar fractures.

“**Leg**” excludes ankle, foot, toes and potts or similar fractures.

“**Osteoporosis**” thinning of the bone out of proportion to age.

“**Fracture**” a break in the continuity of a bone .

Medical Practitioner – means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India other than **the Insured** or a member of **the Insured’s** immediate family. The term Medical Practitioner would include physician, specialist and surgeon.

Exclusions

In addition to the General policy Exclusion listed I pat II of the policy, this form shall not cover and on payment shall be made with respect to

1. Loss caused directly or indirectly, wholly or partly by the Insured Person suffering from sickness of disease not resulting in bodily injury;
2. Any fracture resulting from Osteoporosis or a malignant disease where this condition has diagnosed prior to the fracture occurring;
3. While the Insured Person in engaging in any form of aerial flight other than as a passenger;
4. While the Insured Person in participating or training for any sport as a professional.