



## **National Insurance Company Limited**

(A Govt. of India Undertaking)

CIN - U10200WB1906GOI001713

IRDA Regn. No. - 58

### **Personal Accident Insurance (Individual) Policy**

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## Table of contents

Clause No.	Clause Name	Page No.
<b>1</b>	<b>Recital Clause</b>	1
<b>2</b>	<b>Operative Clause</b>	1
	<b>Benefit</b>	1
2.1	Death	1
2.2	Loss of two limbs or two eyes or one limb and one eye	1
2.3	Loss of one limb or one eye	1
2.4	Permanent Total Disablement	1
2.5	Permanent Partial Disablement	1
2.6	Temporary Total Disablement	2
<b>3</b>	<b>Additional Benefits</b>	2
3.1	Funeral Expenses	2
3.2	Education Fund	2
3.3	Cumulative Bonus	3
<b>4</b>	<b>Definitions</b>	3
4.1	Accident	3
4.2	Break in policy	3
4.3	Capital sum insured	3
4.4	Condition precedent	3
4.5	Contract	3
4.6	Contribution	3
4.7	Cumulative Bonus	3
4.8	Grace period	3
4.9	Injury	3
4.10	Insured/Insured person	3
4.11	Loss of footby physical separation	3
4.12	Loss of handby physical separation	3
4.13	Loss of hearing	3
4.14	Loss of sight	3
4.15	Medical practitioner	3
4.16	Notification of claim	3
4.17	Policy period	3
4.18	Portability	3
4.19	Schedule	4
4.20	Standard type of aircraft	4
<b>5</b>	<b>Exclusions</b>	4
5.1	Limits of compensation	4
5.2	Intentional self-inflicted injury	4
5.3	Drug/alcohol abuse	4
5.4	Venereal disease or insanity	4
5.5	Pregnancy	4
5.6	Aviation	4
5.7	Non- fare paying passenger in aircraft	4
5.8	Breach of law	4
5.9	War group perils	4
5.10	Radioactivity	4

<b>6</b>	<b>Conditions</b>	4
6.1	Disclosure of information	4
6.2	Condition precedent to admission of liability	4
6.3	Communication	4
6.4	Physical examination	5
6.5	Notification of claim	5
6.6	Claim Documents	5
6.7	Claim Procedure	5
6.8	Claim Settlement	5
6.9	Contribution	5
6.10	Fraud	6
6.11	Cancellation	6
6.12	Arbitration	6
6.13	Disclaimer	6
6.14	Renewal of Policy	6
6.15	Portability	6
6.16	Withdrawal of Product	6
6.17	Revision of terms of the policy including the premium rates	7
6.18	Free Look Period	7
6.19	Nomination	7
<b>7</b>	<b>Redressal of grievance</b>	7
<b>8</b>	<b>Optional cover (Medical Expense)</b>	7
8.1	<b>Coverage</b>	7
8.2	<b>Definitions</b>	7
8.2.1	Hospital	7
8.2.2	Medical expenses	7
8.3	<b>Conditions</b>	8
8.3.1	Claim Documents	8



Issuing office

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## Personal Accident Insurance (Individual) Policy

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### 1 Recital Clause

Whereas the insured designated in the schedule hereto has by a proposal, dated as stated in the schedule, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to National Insurance Company Ltd., (herein after called the company) for the insurance herein after set forth in respect of person(s) named in the schedule hereto (herein after called the insured person) and has paid premium as consideration for such insurance.

### 2 Operative Clause

Now the policy witnesses that, subject to the terms, definition, exclusions and conditions contained herein or endorsed or otherwise expressed hereon, the company undertakes that if during the policy period stated in the schedule or during the continuance of the policy by renewal, any insured person shall sustain any injury resulting solely and directly from an accident in the manner and to the extent defined below, the company shall pay to the Insured or his/her nominee the sum described below but not exceeding the capital sum insured and cumulative bonus (if earned any) during the policy period, in respect of all such claims.

### Benefit

#### 2.1 Death

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of death of the insured person, the capital sum insured and cumulative bonus stated in the schedule hereto applicable to such insured person.

#### 2.2 Loss of two limbs or two eyes or one limb and one eye

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

- i. sight of both eyes or the actual loss by physical separation of the two hands or two feet or of one hand and one foot or loss of sight of one eye and such loss of one hand or one foot, the capital sum insured and cumulative bonus stated in the schedule hereto applicable to such insured person.
- ii. use of two hands or two feet or one hand and one foot without physical separation or loss of sight of one eye and loss of use of one hand or one foot without physical separation, the capital sum insured and cumulative bonus stated in the schedule hereto applicable to such insured person.

#### 2.3 Loss of one limb or one eye

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

- i. sight of one eye or the actual loss by physical separation of one hand or one foot, fifty percent (50%) of the capital sum insured and cumulative bonus stated in the schedule hereto applicable to such insured person.
- ii. use of a hand or a foot without physical separation, fifty percent (50%) of the capital sum insured and cumulative bonus stated in the schedule hereto applicable to such insured person.

#### 2.4 Permanent Total Disablement

If such injury shall as a direct consequence thereof immediately permanently totally and absolutely disable the insured person from engaging in any employment or occupation of any description whatsoever, a lump sum equal to hundred percent (100%) of the capital sum insured and cumulative bonus stated in the schedule hereto applicable to such insured person.

#### 2.5 Permanent Partial Disablement

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of use or of the actual loss by physical separation of the following, the percentage of the capital sum insured applicable to such insured person in the manner indicated below:

Clause	Loss of part of body	% of Capital Sum Insured	
2.5.1	Loss of toes	all	20
		Great-both phalanges	5
		Great-one phalanx	2
		Other than great, if more than one toe lost each	1
2.5.2	Loss of hearing	both ears	50
		one ear	15
2.5.3	Loss of 4 fingers & thumb of 1 hand	40	
2.5.4	Loss of 4 fingers of 1 hand	35	
2.5.5	Loss of thumb	Both phalanges	25
		One phalange	10
2.5.6	Loss of Little finger	3 phalanges	4
		2 phalanges	3
		1 phalange	2
2.5.7	Loss of ring finger	3 phalanges	5
		2 phalanges	4
		1 phalange	2
2.5.8	Loss of middle finger	3 phalanges	6
		2 phalanges	4
		1 phalange	2
2.5.9	Loss of Index finger	3 phalanges	10
		2 phalanges	8
		1 phalange	4
2.5.10	Loss of metacarpal	1st or 2nd (additional)	3
		3rd, 4th, or 5th (additional)	2
2.5.11	Any other permanent partial disablement	% as assessed by panel doctor of company	

## 2.6 Temporary Total Disablement

If such injury shall be sole and direct cause of temporary total disablement then so long as the insured person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of one per cent (1%) of the capital sum insured applicable to such insured person stated in the schedule hereto per week, but in any case not exceeding INR 5000/- (Five thousand only) per week.

Provided that the compensation payable under the foregoing clause (2.6.) shall not be payable for more than 104 weeks calculated from the date of commencement of disablement and in no case shall exceed the capital sum insured applicable to such insured person.

## 3 Additional Benefits

### 3.1 Funeral Expenses

In the event of death of the insured person due to an accident outside his/her residence, the company shall pay in addition to the amount payable under clause (2.1), expenses incurred for transportation of dead body to the place of residence subject to a maximum of two percent (2%) of the capital sum insured applicable to such insured person or INR 1000/- (One thousand only) whichever is less.

### 3.2 Education Fund

In the event of death [clause (2.1)] or permanent total disablement [clause (2.4)] of the insured due to an accident, the company shall provide lump sum towards education fund for the dependent children of the insured as follows:

- i. If the insured has one dependent child below the age of 23 years an amount equal to 10% of the capital sum insured subject to a maximum of INR5000/- (Five Thousand only).
- ii. If the insured has more than one dependent child below the age of 23 years, an amount equal to 10% of the capital sum insured subject to a maximum of INR10000/- (Ten thousand only).

#### PROVIDED THAT

- i. The payment shall be made along with the capital sum insured to the same person(s) who is/are entitled to receive the capital sum insured.
- ii. The age limit of 23 years shall apply on the date of accident and not at the beginning of the policy year.

### 3.3 Cumulative Bonus

At the time of renewal, cumulative bonus allowed shall be an amount equal to 5% (five percent) of capital sum insured of the expiring policy in respect of an insured person, provided the policy is continuously renewed with the company without a break.

The cumulative bonus shall be payable in the event of claim under clauses (2.1), (2.2), (2.3) and (2.4) viz. death, loss of two limbs or two eyes or one limb and one eye, loss of one limb or one eye and Permanent Total Disablement only.

Cumulative bonus shall be aggregated over the years and available, subject to maximum of 50% (fifty percent) of the capital sum insured of the expiring policy.

The cumulative bonus shall not be lost, if the policy is renewed within 30 (thirty) days after its expiry.

In the event of a claim under clause (2.5) or (2.6) viz. Permanent Partial Disablement, Temporary Total Disablement the cumulative bonus shall not be reduced.

## 4 Definitions

- 4.1 **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 4.2 **Break in policy** occurs at the end of the existing policy period when the premium due on a given policy is not paid on or before the renewal date or within grace period.
- 4.3 **Capital Sum Insured** means the amount of insurance in respect of each insured person as mentioned in the schedule.
- 4.4 **Condition precedent** means a policy term or condition upon which the company's liability under the policy is conditional upon.
- 4.5 **Contract** means prospectus, proposal, policy, and the policy schedule, constitute the contract of the policy. Any alteration with the mutual consent of the insured person and the insurer can be made only by a duly signed and sealed endorsement on the policy.
- 4.6 **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.  
This clause shall not be apply to any Benefit offered on fixed benefit basis.
- 4.7 **Cumulative Bonus** means any increase in the capital sum insured granted by the company without an associated increase in premium.
- 4.8 **Grace period** means 30 days immediately following the premium due date during which a payment can be made to renew or continue the policy in force without loss of continuity benefits. Coverage is not available for the period for which no premium is received.
- 4.9 **Injury** means accidental physical bodily harm excluding disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
- 4.10 **Insured/Insured person** means person(s) named in the schedule of the policy.
- 4.11 **Loss of foot by physical separation** means separation at or above ankle.
- 4.12 **Loss of hand by physical separation** means separation at or above wrist.
- 4.13 **Loss of hearing** means total and irrecoverable loss of ability to hear.
- 4.14 **Loss of sight** means total and irrecoverable loss of ability to see or total blindness.
- 4.15 **Medical practitioner** means a person who holds a valid registration from the medical council of any state 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 the license.
- 4.16 **Notification of claim** means the process of notifying a claim to the company by specifying the timelines as well as the address / telephone number to which it should be notified.
- 4.17 **Policy period** means the period commencing from the inception date and terminating at midnight on the expiry date as mentioned in the schedule.
- 4.18 **Portability** means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if the policy holder chooses to switch from one insurer to another.

- 4.19 **Schedule** means a document forming part of the policy, containing details including name of the insured person, age, relation of the insured person, capital sum insured, premium paid and the policy period.
- 4.20 **Standard type of Aircraft** means any aircraft duly licensed to carry passengers [for hire or otherwise] by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiple engines.

## 5 Exclusions

### 5.1 Limits of compensation

The company shall not be liable to make any payment under the policy in respect of

- i. More than one of the sub clauses of section 2 (benefit) in respect of the same period of disablement.
- ii. Any claim after a claim under one of the clauses (2.1), (2.2) or (2.4) has been admitted and is payable.
- iii. Weekly compensation until the total amount shall have been ascertained and agreed.

The company shall not be liable under the policy in respect of payment of compensation in connection with:

### 5.2 Intentional self-inflicted injury

Any intentional self-injury, suicide or injury from attempted suicide.

### 5.3 Drug/alcohol abuse

Any injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.

### 5.4 Venereal disease or insanity

Any injury directly or indirectly caused by venereal disease or insanity.

### 5.5 Pregnancy

Death or disablement directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

### 5.6 Aviation

Any injury while the insured is engaged in aviation

### 5.7 Non-fare paying passenger in aircraft

Any injury while the insured person is mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world

### 5.8 Breach of law

Any injury as a result of committing or attempting to commit a breach of law with criminal intent.

### 5.9 War group perils

Any injury directly or indirectly caused by or arising from or attributable to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.

### 5.10 Radioactivity

Any injury directly or indirectly caused by or contributed to by nuclear weapons/materials or arising from ionising radiation or contamination by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

## 6 Conditions

### 6.1 Disclosure of information

In the event of misrepresentation, mis-description or non-disclosure of any material fact, the policy shall be void and all premium paid hereon shall be forfeited to the company.

### 6.2 Condition precedent to admission of liability

The due observance and fulfilment of the terms and conditions of the policy, by the insured, shall be a condition precedent to any liability of the company to make any payment under the policy.

### 6.3 Communication

- i. All communication should be in writing.
- ii. For claim serviced by the company, the policy related issues, change in address to be communicated to the policy issuing office at the address mentioned in the schedule.

- iii. The company shall communicate to the insured at the address mentioned in the schedule.
- iv. The insured shall give immediate notice to the company of any change in his business or occupation.

#### 6.4 Physical examination

Any medical official or other agent of the company shall be allowed to examine the insured person in case of alleged injury or disablement when and as often as the same may reasonably be required on behalf of the company and in the event of the death to make a post mortem examination of the body of the insured person.

#### 6.5 Notification of claim

- i. Upon the happening of any event which may give rise to a claim under the policy, written notice with full particulars must be given to the company immediately.
- ii. In case of death, written notice shall be given before interment, cremation and in any case, within one calendar month after the death
- iii. In the event of loss of sight or hearing or amputation of limbs or permanent total disablement, written notice must be given within one calendar month after such loss

#### 6.6 Claim Documents

Duly completed claim form

In addition, the following documents are to be submitted depending on the nature of the claim

##### Death

- i. Attending Doctors Report
  - ii. Original policy for cancellation
  - iii. Original Death Certificate
  - iv. Original / attested Post Mortem / Coroners Report, where applicable
  - v. Attested copy of FIR / Panchnama
  - vi. Police Inquest report, where applicable
  - vii. Any other document required by the company
- Post mortem report if necessary, be furnished within the space of fourteen days after demand in writing

##### Permanent Total Disablement/ Permanent Partial Disablement/ Temporary Total disablement

- i. Attending Doctors Report
- ii. Original policy for cancellation in case of Permanent Total Disablement
- iii. Original policy for reduction in Capital Sum Insured in case of Permanent Partial Disablement
- iv. Disability Certificate from Govt. Registered Medical Practitioners, where applicable
- v. Diagnostic reports like laboratory test, X- rays and/ or any other reports confirming injury
- vi. Police Inquest report, where applicable
- vii. Any other document required by the company

##### Education Grant

Certificate of proof of age of dependent children and any other document required by the company

#### 6.7 Claim Procedure

- i. Necessary documents should be submitted to the company along with completed claim form within 30 days after date of such loss. The company shall accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
- ii. Evidence as the company may require from time to time shall be furnished within 14 days after demand in writing
- iii. In case of death, permanent total disablement, loss of two limbs or one limb and one eye, the claim shall be paid on submission of policy for cancellation and discharge
- iv. In the case of loss of one limb or eye, permanent partial disablement, the claim shall be paid only on submission of the policy for reduction of the capital sum insured by the amount admissible under the claim.
- v. In case of temporary total disablement, the claim shall be paid only upon termination of such disablement.

#### 6.8 Claim Settlement

- i. On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 30 days offer a settlement of the claim to the insured person.
- ii. If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured person in writing and within a period of 30 days from the receipt of the final document(s) or investigation report (if any), as the case may be.
- iii. Upon acceptance of an offer of settlement as stated above by the insured person, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the company.
- iv. In the cases of delay in the payment, the company shall pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

#### 6.9 Contribution

In case of multiple policies, which provide fixed benefits on the occurrence of the insured event in accordance with the terms and conditions of the policies, the company shall make the claim payments independent of payments received under other similar policies.

**6.10 Fraud**

The company shall not be liable to make any payment under the policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person acting on his behalf.

**6.11 Cancellation**

The company may at any time cancel the policy (on grounds of fraud, moral hazard or misrepresentation or non-cooperation) by sending the insured 30 (thirty) days' notice by registered letter at insured's last known address and in such event the company will not allow any refund.

The insured may at any time cancel the policy and in such an event the company shall allow refund of premium after charging premium at company's short period rate mentioned below provided no claim occurred up to the date of cancellation.

**Short Period Rates:**

Period	Rate of premium to be charged
Up to 1 month	1/4 of annual rate
Up to 3 months	1/2 of annual rate
Up to 6 months	3/4 of annual rate
Exceeding 6 months	Full annual premium

**6.12 Arbitration**

- i. If any dispute or difference shall arise as to the quantum to be paid under the 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 here to 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.
- ii. 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 the policy.
- iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the policy that award by such arbitrator/arbitrators of the amount of expenses shall be first obtained.

**6.13 Disclaimer**

If the company shall disclaim liability to the insured for any claim hereunder and if the insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the company in writing that he does not accept such disclaimer and intends to recover his claim from the company, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**6.14 Renewal of policy**

- i. The Policy may be renewed by mutual consent. The company shall not however be bound to give notice that it is due for renewal. Renewal of the policy cannot be denied other than on grounds of fraud, moral hazard or misrepresentation or non-cooperation. In the event of break in the policy a grace period of 30 days is allowed. Coverage is not available during the grace period
- ii. The insured shall on tendering any premium for the renewal of the policy, give in writing to the company of any disease, physical defect or infirmity with which any of the insured person have become affected since the payment of the last preceding premium.

**6.15 Portability**

In the event of the insured porting to any other insurer, insured must apply with details of the policy and claims to the insurer where the insured wants to port, at least 45 (forty five) days before the date of expiry of the policy.

Portability shall be allowed in the following cases:

- i. all individual health insurance policies issued by non-life insurance companies including family floater policies.
- ii. individual members, including the family members covered under any group health insurance policy of a non-life insurance company shall have the right to migrate from such a group policy to an individual health insurance policy or a family floater policy with the same insurer. One year thereafter, the insured shall be accorded the right to port to another non-life insurance company.

**6.16 Withdrawal of Product**

In case the policy is withdrawn in future, the company will provide the option to the insured to switch over to a similar policy at terms and premium applicable to the new policy.

**6.17 Revision of terms of the policy including the premium rates**

The company, in future, may revise or modify the terms of the policy including the premium rates based on experience. The insured shall be notified three months before the changes are effected.

#### 6.18 **Free look period**

The insured is allowed a period of 15 (fifteen) days from date of receipt of policy to review the terms and conditions of the policy, and to return the same if not acceptable.

If the insured has exercised the option of free look period and has not made any claim during the free look period, the insured shall be entitled to-

- i. a refund of the premium paid less any expenses incurred by the company on medical examination of the insured person and the stamp duty charges; or
- ii. where the risk has already commenced and the option of return of the policy is exercised by the insured, a deduction towards the proportionate risk premium for period on cover

The free look provision is not applicable to renewal of the policy.

#### 6.19 **Nomination**

The insured is mandatorily required at the inception of the Policy to make a nomination for the purpose of payment of claims under the policy in the event of death of insured.

Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.

In case of death of any insured person other than the insured under the policy, for the purpose of payment of claims, the default nominee would be the insured.

No assignment of this policy or the benefits there under shall be permitted.

#### 7 **Redressal of grievance**

In case of any grievance relating to servicing the policy, the insured may submit in writing to the policy issuing office or regional office for redressal. If the grievance remains unaddressed, insured may contact "Customer Relationship Management Department", National Insurance Company Limited, Chhabildas towers, 6A, Middleton Street, Kolkata - 700071.

If the insured is not satisfied, the grievance may be referred to "Personal Accident Insurance Department" National Insurance Company Limited, 3 Middleton Street, Kolkata - 700071.

The insured can also approach the office of Insurance Ombudsman of the respective areas and regions for redressal of grievance. The contact details of the Insurance Ombudsman are available in IRDA website.

### 8 **Optional Cover (Medical Expense)**

Whereas the insured by a proposal, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to National Insurance Company Limited (herein called the company ) for the insurance herein after set forth and has paid the premium as consideration for such insurance in respect of the insured person as mentioned in the schedule.

#### 8.1 **Coverage**

Subject otherwise to the terms, definitions, exclusions, and conditions of the policy and subject to the terms, definitions, exclusions, and conditions contained herein, it is hereby understood and agreed that if any insured person shall sustain any injury resulting solely and directly from an accident during the policy period stated in the schedule or during the continuance of the policy by renewal and if such injury shall require any such person upon the advice of a duly qualified Medical Practitioner to incur medical expenses at any Nursing Home/Hospital (hereinafter called Hospital) in India , then the company shall pay to insured lowest of actual incurred medical expenses or ten percent (10%) of capital sum insured applicable to such insured person or forty percent (40%) of the admissible claim under section 2 of the policy, provided that claim is admissible under section 2 of the policy.

#### 8.2 **Definitions**

8.2.1 **Hospital** means any institution established for in-patient care and day care treatment of disease/ 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 Schedule of Section 56(1) of the said Act, OR complies with all minimum criteria as under:

- i. has qualified nursing staff under its employment round the clock;
- ii. has at least 10 (ten) inpatient beds, in those towns having a population of less than 10,00,000 (10 lacs) and 15 (fifteen) inpatient beds in all other places;
- iii. has qualified medical practitioner (s) in charge round the clock;
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out
- v. maintains daily records of patients and shall make these accessible to the company's authorized personnel.

8.2.2 **Medical expenses** means those expenses that an insured person has necessarily and actually incurred for medical treatment on account of injury 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.

### 8.3 **Conditions**

#### 8.3.1 **Claim Documents**

Following documents need to be submitted in support of the claim.

- i. Medical Bills corresponding to Doctor's prescription
- ii. Any other document required by the company

**Please preserve the policy for all future reference.**

***Note: For legal interpretation English version shall hold good***