



THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001

STUDENT SAFETY INSURANCE

IRDA/NL-HLT/NIA/P-P/V.I/357/13-14

WHEREAS the insured named in the schedule herein (hereinafter called the 'Insured') has made and/or caused to be made to THE NEW INDIA ASSURANCE COMPANY LIMITED., (hereinafter called 'the Company') proposal and/or declaration dated as stated in the schedule hereto which together with any statements and warranties contained therein shall be the basis of this contract and is/are deemed to be incorporated herein for the insurance hereinafter set forth in respect of persons detailed in the schedule of Insured Persons (hereinafter called the 'Insured Persons').

Now this policy witnesses that subject to and in consideration of the payment made or agreed to pay to the Company the premium for the period stated in the schedule or for any further period for which the Company may accept payment for the renewal of this policy and subject to the terms, provisions, exceptions and conditions herein expressed or contained or hereon endorsed,

DEFINITIONS

- 1. ACCIDENT:** An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. INJURY:** Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a MEDICAL PRACTITIONER.
- 3. MEDICAL PRACTITIONER:** A Medical practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine 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 his license.
- 4. GRACE PERIOD:** Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods. Coverage is not available for the period for which no premium is received.
- 5. RENEWAL:** Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.
- 6. CONDITION PRECEDENT** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

- 7. MEDICAL EXPENSES** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or 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. ILLNESS** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- 9. HOSPITAL** means any institution established for Inpatient Care and Day Care Treatment of Illness or Injury and which has been registered as a Hospital with the local authorities under the Clinical Establishment (Registration and Regulation) Act, 2010 or under the enactments specified under the schedule of Section 56(1) of the said act OR complies with all minimum criteria as under:
- Has qualified nursing staff under its employment round the clock;
 - Has at least 10 Inpatient beds in towns having a population of less than 10,00,000 and at least 15 Inpatient beds in all other places;
 - Has qualified Medical Practitioner(s) in charge round the clock;
 - Has a fully equipped operation theatre of its own where Surgery is carried out;
 - Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

COVERAGE:

The Company shall pay to the INSURED to the extent, unless agreed and stated otherwise and in the manner hereinafter provided that if any of the Insured Persons shall:

1. Sustain any bodily injury resulting solely and directly from Accident
2. Caused by external violent and visible means, the sum hereinafter set forth in respect of any of the Insured Persons specified in the schedule :
 - a) If such Injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the Insured person the sum of Rupees _____ (100% of CSI)
 - b) If such Injury within six (6) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
 - i. Sight of both eyes, or of the actual loss by physical separation of the two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot, the sum of Rupees _____ (100% of CSI)
 - ii. Use of two hands or two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the sum of Rupees _____ (100% of CSI)
 - iii. If such Injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :

- a. The sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot the sum of Rupees _____ (50% of CSI)
- b. Total and irrecoverable loss of use of a hand or a foot without physical separation, the sum of Rupees _____ (50% of CSI)

NOTE: For the purpose of Clauses (b) and (c) above, 'physical separation' of a hand or foot means separation of hand at or above the wrist and/or of the foot at or above the ankle.

- c) If such Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person from engaging in being occupied with or giving attention to his normal activities of any description whatsoever the sum of Rupees _____ (100% of CSI).
- d) If such Injury shall within six 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 then the percentage of capital sum insured in the manner indicated below :

		Percentage of Capital 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	1
II	Loss of hearing - both ears	75
III	loss of hearing - one ear	30
IV	loss of four fingers and thumb of one hand	40
V	Loss of four fingers	35
VI	Loss of thumb - both phalanges	25
	Loss of thumb - one phalanx	10
VII	Loss of index finger	
	Three phalanges or two phalanges or one phalanx	10
VIII	Loss of middle finger	
	Three phalanges or two phalanges or one phalanx	6
IX	Loss of nine finger	
	Three phalanges or two phalanges or one phalanx	5
X	Loss of little finger	
	Three phalanges or two phalanges or one phalanx	4
XI	Loss of metacarpals - first or second (additional) or third, fourth or fifth (additional)	3
XII	Any other permanent partial disablement	Percentage as assessed by the panel Medical Practitioner of the company

- e) If such injury shall necessities treatment to the said insured person in a hospital or nursing home, the medical expenses as may be necessarily, reasonably and actually incurred upto but not exceeding the sum of Rupees _____ for any one accident.

3. The Company's liability however, notwithstanding the liability set apart for a single insured person as narrated hereinabove, shall not exceed the sum of Rupees _____ for any one accident or series of accident arising out of one event and the sum of Rupees _____ in respect of all accident during the period of insurance.

EXCEPTIONS

PROVIDED ALWAYS THAT:

The Company shall not be liable under this policy for:

1. Compensation under more than one of the foregoing sub-clauses in respect of the same period of disablement of the insured person except sub-clause (f)
2. Any other payment to the same person after a claim under one of the sub-clauses (a), (b), or (d) has been admitted and become payable.
3. Any payment in case of more than one claim in respect of such insured person under the policy during any one period of insurance by which the maximum liability of the Company specified in the schedule applicable to such insured person exceed the sum payable under sub-clause (a) of this policy to such insured person.
4. Payment of compensation in respect of Death, injury or disablement of the insured person
 - a. From intentional self-injury, suicide or attempted suicide
 - b. Whilst under the influence of intoxicating liquor or drugs,
 - c. Whilst engaging in Aviation or Ballooning, or whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
 - d. While racing on the wheels (other than as a sport activity organized by or under the approval of the insured),
 - e. While racing on horseback
 - f. Whilst big-game hunting, mountaineering, or being engaged in winter sports, skiing, or ice hockey unless as a sports activity organized or under the approval of the insured,
 - g. Arising or resulting from the insured person committing any breach of law with criminal intent.
5. Payment of compensation in respect of death, injury or disablement of the insured person due to or arising out of or directly or indirectly connected with or traceable to 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 detentions of all kings, princess and people of whatever nation condition or quality whatsoever.
6. Payment of compensation in respect of death of, or bodily injury or any Disease or Illness to the insured person :
 - a. Directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.
 - b. Directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Provided also that the due observance and fulfillment of the terms and conditions of this policy (which conditions and all endorsements hereon are to be read as part of this policy) shall so far as they relate to anything to be done or not to be by the insured and/or insured person be a condition precedent to any liability of the Company under this policy.

7. **PREGNANCY EXCLUSION CLAUSE:** The insurance under this policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.
8. Consequential loss of any nature.

CONDITIONS

CLAIMS PROCEDURE:

1. Upon the happening of any event which may give rise to a claim under this policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice also for the death must, unless reasonable cause is shown be so given before interment cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation.
2. Proof satisfactory to the Company shall be furnished of all matter upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the insured persons on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post-mortem examinations of the body of the insured, such evidence as the Company may from time to time required shall be furnished and a post-mortem examination report, is necessary, be furnished within the space of 14 days after demand in writing and in the event of a claim in respect of loss of sight, the insured person shall undergo at his/her expense such operation or treatment as the Company may reasonably deem desirable.

No sum payable under this policy shall carry interest.

3. The Company shall not be liable to make any payment under this policy in respect of any claim, if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured or by any person on behalf of the insured.

RENEWAL

4. The insured shall on tendering any premium for the renewal of this policy give notice in the Company of any disease, physical defect or infirmity with which the insured persons have become affected since the payment of last proceeding premium.
5. The policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.

6. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the insured shall in all cases be an effective discharge to the Company.
7. **ARBITRATION:** 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 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.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

It is also hereby expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim herein under, and such claim shall not, within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. FREE LOOK PERIOD:

The free look period shall be applicable at the inception of the policy. The insured will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable. If the insured 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 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

9. **GRIEVANCE REDRESSAL:** In the event of Your having any grievance relating to the insurance, You may contact any of the Grievance Cells at Regional Offices of the Company or Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office falls.

WARRANTIES

1. Warranted that the Insured shall, throughout the period of insurance keep and maintain a proper record or register containing the names of all the insured persons and other relevant details as are normally kept in any educational institutions.

2. Warranted that the Insured shall declare to the Company any additions in the number of insured persons, as and when arising during the period of insurance and shall pay the additional premium as agreed.
3. Warranted that unless otherwise expressly declared and agreed to be covered by the Company all the Insured persons covered under the within policy are free from any disability / defect which shall be the subject of a liability under the policy.

N.B. In the event of dishonor of premium cheque the policy automatically stands cancelled as from inception.

