

**UNIVERSAL SOMPO GENERAL INSURANCE COMPANY LIMITED**

Regd. Office: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,  
Andheri (West), Mumbai – 400 058

Mailing Address: 201-208, Crystal Plaza, Opp. Infinity Mall, Link Road,  
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Tel: 0091 22 4067 9000

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**AAPAT SURAKSHA BIMA POLICY**

In consideration of You having paid the premium for the Policy period stated in the Schedule or for any further period of insurance for which We may accept the payment for renewal of this Policy We hereby agree, subject to the terms, conditions and exclusions stated in the Policy, to pay the Sum Insured on the occurrence of any of the insured events as mentioned under the item “What We cover” during the Policy Period.

This Policy is an evidence of the contract between You and Universal Sompo General Insurance Company Limited. The information furnished by You in the proposal form and the declaration signed by You forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning wherever it may appear.

**DEFINITION**

1. **You/Your:** The person (s) named as Insured in the Schedule
2. **We/Us/Our:** Universal Sompo General Insurance Company Limited
3. **Proposal:** The application form You sign for this insurance and/or any other information You give to Us or which is given to Us on Your behalf.
4. **Policy:** Policy wording, the Schedule, the Proposal form and Endorsement / Memoranda if any.
5. **Schedule:** The document which describes You, the cover that applies, the Period of Insurance and other details of Your Policy.
6. **Sum Insured:** It means the amount stated in the Schedule which shall be Our maximum liability under this Policy for any one claim during the currency of the Policy.
7. **Period of Insurance:** The time period for which the contract of insurance is valid as shown in the Policy Schedule.
8. **Capital Sum Insured:** It means the Monetary Amounts shown against insured person(s).

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9. **BODILY INJURY:** It shall mean accidental bodily injury solely and directly caused by external, violent and visible cause.

10. **PERMANENT TOTAL DISABLEMENT :** The bodily injury that totally prevents You from engaging in any kind of occupation.

**Critical Illness:**

It means any disease as defined hereunder, which Insured Person is diagnosed to have suffered from.

- **Paralytic Stroke:** Damage of a portion of the brain due to vascular causes such as:

- a. Cerebral Hemorrhage
- b. Cerebral Thrombosis
- c. Cerebral Embolism leading to
  - (i) Total disability
  - (ii) Partial disability but of permanent nature
  - (iii) Disability resulting in a neurological deficit for more than six months.

- **Cancer:**

Disease manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and invasion of tissue. The term 'Cancer' also includes leukemia and malignant disease of the lymphatic system such as Hodgkin's disease. Any non-invasive cancer in situ and all skin cancers except invasive malignant melanoma are excluded.

- **End Stage Renal failure**

The end stage renal failure as chronic irreversible failure of either of Kidneys to function, as a result of which regular renal dialysis has to be instituted.

- **Coronary Artery Disease:**

Narrowing or blockage of coronary arteries affecting blood circulation to cardiac muscles, which requires the Insured Person to undergo surgery by means of coronary artery bypass graft/ Angioplasty. This necessity of surgery must have been proven by coronary angiography.

- **Major Organ Transplant:**

Human to human transplant from a donor to the Insured Person of one or more of the following organs:

- a) Kidney
- b) Lung
- c) Pancreas
- d) Bone Marrow

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The transplantation of all other organs, parts of organ or any other tissue transplant is excluded.

The Insured Person must be required to undergo actual transplantation within 6 months of the first diagnoses as certified by Medical Practitioner.

**SECTION – 1: Critical Illness**

**COVERAGE:**

WHAT WE COVER	WHAT WE EXCLUDE
Compensation to the extent of sum insured against the person, if detected/ diagnosed for the first time during the Policy period as suffering from a Critical Illness as defined under the Policy.	<ol style="list-style-type: none"><li>1. Pre-existing Diseases: Any condition , ailment or injury or related condition(s) for which You had signs or symptoms and/or Were diagnosed ,and / or received medical advice /treatment ,within 48 months prior to Your first Policy with Us.</li><li>2. Any Critical Illness, which incepts or manifest during the first 90 days from the date of commencement of the Policy.</li><li>3. Death within 30 days following the diagnosis of the Critical Illness</li><li>4. Any Critical Illness which arises or is caused by any one of the following:<ol style="list-style-type: none"><li>a. Dry addiction, alcoholism, smoking of more than 30 cigarettes/cigars or equivalent intake of tobacco in a day and any complication, consequences arising there from.</li><li>b. Any Insured person suffering from Human T.Cell Lymphotropic Virus Type III (HTLV-III) or Lymphadinopathy Associated Viruses (LAV) or the Mutant derivatives or Variations Deficiency Syndrome or any Syndrome or a condition of similar kind referred to as AIDS. The onus shall always be on Insured Person to show any</li></ol></li></ol>

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	<p>event was not caused by or did not arise through AIDS or HIV.</p> <p>5. Any Insured Person under 5 or aged 55 years or more.</p> <p>6. Any claim if a Critical Illness is caused directly or indirectly or contributed to by or arising from:</p> <ul style="list-style-type: none"><li>a. Ionizing Radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel or nuclear weapon materials.</li><li>b. War, Invasion, Act of foreign enemy, Hostilities, Civil war, Rebellion, Revolution, Insurrection, Mutiny, Military or usurped Power, Seizure, Capture, Arrest, Restraints and Detainments of all kinds, Princes of whatever nation conditions or quality so ever.</li></ul> <p>7. Payment under Accidental Benefits arising out of the following:</p> <ul style="list-style-type: none"><li>a) Committing or attempting suicide, intentional self-injury.</li><li>b) Whilst under influence of intoxicating liquor.</li><li>c) Drug addiction or alcoholism.</li><li>d) Whilst engaged in any adventurous sports.</li><li>e) Committing any breach of law with criminal intent.</li><li>f) War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.</li><li>g) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining</li></ul>
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	process of nuclear fission. h) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
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**SPECIAL PROVISIONS**

1. Each of the Critical Illness mentioned in the Policy must be confirmed by a Medical Practitioner and must be supported by clinical, radiological, histological and laboratory evidence as applicable.
2. The cover under this Policy in respect of any Insured Person shall cease upon the payment of compensation on the happening of a Critical Illness or injuries defined under the Policy.

**SECTION II : Personal Accident**

**COVERAGE:-**

WHAT WE COVER	WHAT WE EXCLUDE
<p>Bodily injury directly resulting to the death or Permanent Total disablement of Insured Person as specified in Table of Benefits.</p> <p>WE shall pay to You or Your legal personal representative / nominee the compensation set forth in Table of Benefits ( as percentage of Capital Sum Insured.)</p>	<ol style="list-style-type: none"><li>1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li><li>2. Any other payment after a claim under one of the benefits 1,2,3 and 4 in Table of benefits has been admitted and becomes payable.</li><li>3. Any payment in case of more than one claim under this section during any one period of Insurance by which Our liability in that period would exceed CSI</li><li>4. Payment of compensation in respect</li></ol>

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	<p>of injury as a consequence of</p> <ul style="list-style-type: none"><li>• Committing or attempting suicide, intentional self-injury.</li><li>• Whilst under influence of intoxicating liquor.</li><li>• Drug addiction or alcoholism.</li><li>• Whilst engaged in any adventurous sports.</li><li>• Committing any breach of law with criminal intent.</li><li>• Air travel except as a passenger on a recognized airline operating on regular scheduled air routes and air travel by any charter aircraft duly licensed as a recognized air carrier and flown by professional crews between properly established and maintained airports.</li><li>• Pregnancy including child birth, miscarriage, abortion or complication arising there from.</li><li>• Participation in any naval, military or air force operations.</li></ul>
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<b>TABLE OF BENEFITS</b>	<b>PERCENTAGE OF CAPITAL SUM INSURED</b>
1. Death	100
2. a) Loss of sight (both eyes)	100
b) Physical separation of or loss of ability to use both hands or both feet	100
c) Physical separation of or loss of ability to use one hand and/ or both feet	100
d) Loss of sight of one eye and physical separation of or loss of ability to use either one hand or one foot	100
3. a) Loss of sight of one eye	50
b) Physical separation of or use of ability to use one hand or one foot	50
4. Permanent Total and absolute disablement	100

GENERAL EXCLUSIONS APPLICABLE TO SECTION II –PERSONAL ACCIDENT

We will not pay for any compensation in respect of death, Injury or disablement of the Insured Person arising out of:

1. War, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
2. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
3. The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
4. This Insurance does not cover any loss, damage, cost or expense directly or indirectly arising out of
  - a) Biological or chemical contamination
  - b) Missiles, bombs, grenades, explosivesdue to any act of terrorism

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**GENERAL CONDITIONS APPLICABLE TO BOTH THE SECTIONS-:**

**1. Notice:**

Every notice and communication to the Company required by this Policy shall be in writing. Initial notification can be made by telephone

**2. Mis-description:**

This Policy shall be void and premium paid shall be forfeited to Us in the event of mis-representation, mis-description or non-disclosure of any materials facts sought by Us in Our proposal form. Non- disclosure shall include non-initiation of any change of circumstances which may affect the insurance cover granted.

**3. Claim Procedure:**

Upon happening of any disease/diagnosis which may give rise to a claim under this Policy

- You shall give Us a notice to Our call centre immediately and also intimate in writing to Our Policy issuing office but not later than 7 days from the date of diagnosis/accident.. Further the duly filled in claim form with report from the medical practitioner must be submitted within 30 days from the date of diagnosis/accident.

On receipt of intimation from You regarding a claim under the Policy, We are entitled to:

- To carry out examination and verification of the medical report submitted as We may reasonably require.

**4. Fraud**

All benefit under this Policy shall be forfeited and the Policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy.

**5. Cancellation**

We may cancel this Policy by sending 15 days notice in writing by recorded delivery to You at Your last known address. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period We were on risk will be calculated based on following short period table and the balance will be refunded to You subject to the condition that no claim has been preferred on Us :

<b>Expired Period</b>	<b>Premium Retained</b>
Upto 1 month	25% of the Annual Premium
Above 1 month and upto 3 months	50% of Annual Premium
Above 3 months and upto 6 months	75% of annual premium
Above 6 months	100% of annual premium



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**6. Arbitration**

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 herein 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.

**7. Disclaimer Clause**

In case of any claim under the Policy which is not admitted by Us and such claim shall not have been made subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

**8. Geographical Limit:**

The geographical scope of this Policy will be India and all claims shall be payable in Indian currency.

Place

Date

**Duly Constituted Attorney**