



UNITED INDIA INSURANCE COMPANY LIMITED

24, WHITES ROAD, CHENNAI – 600 014.

WORKMEN MEDICARE POLICY

WHEREAS the Insured named in the Schedule herein (hereinafter called the “Insured”) has made or caused to be made to UNITED INDIA INSURANCE COMPANY LIMITED (hereinafter called the “Company”) a written proposal as per the Schedule hereto (warranting the truth of the statements contained therein) which is the basis of this Contract and is deemed to be incorporated herein and has paid to the Company the premium herein stated for the insurance of the risks hereinafter specified occurring during the period as stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this policy.

NOW THIS POLICY WITNESSES that subject to the terms, conditions, exclusions and definitions contained herein or endorsed, or otherwise expressed hereon the Company undertakes that if during the period stated in the Schedule any insured person shall sustain any bodily injury through **accident during and in the course of employment** (hereinafter called INJURY) and if such injury shall require any such insured person, upon the advice of a duly qualified Physician / Medical Specialist / Medical Practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur hospitalisation expenses for medical/surgical treatment at any Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient, the Company will pay through TPA to the Hospital / Nursing Home or the Insured Person the amount of such expenses as are reasonably and necessarily incurred in respect thereof by or on behalf of Insured Person but not exceeding the Sum Insured for each Insured person in any one period of insurance stated in the schedule hereto.

In the event of any claim/s becoming admissible under this scheme, the company will pay through TPA to the Hospital/Nursing Home or the insured person the amount of such expenses as would fall under different heads mentioned below:

Heads of Expenses

- a) Room, Boarding expenses as provided by the Hospital / Nursing Home (Room / Boarding / Nursing Expenses and other expenses as specified in policy upto 1% of sum insured per day. This also includes Nursing care, RMO charges, IV Fluids / Blood Transfusion / Injection administration charges and the like but does not include cost of materials. IC Unit upto 2% of sum insured per day).
- b) Surgeon's, Anaesthetist's, Medical Practitioner's, Consultant's, Specialist's fee.
- c) Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Material, X-Ray, Artificial Limbs and similar expenses.
- d) Reasonable Ambulance Charges for carrying the insured person from the spot of accident to the Hospital / Nursing Home not exceeding Rs. 2,500 per Insured Person per event.

DEFINITIONS

1. **Hospital / Nursing Home** – shall be deemed to mean any institution in India established for the treatment of injuries / disease, which has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and medical practitioner.

The term Hospital shall not include an establishment which is a place of rest, a place for the aged, a place for drug addicts, a place for alcoholics, a hotel or a similar place. In case the Hospital / Nursing Home is not registered with the local authorities, the minimum requirement to be fulfilled are that it should have

- a) A fully equipped Operating Theatre of its own.
- b) Fully qualified Nursing staff under its employment round the clock.
- c) Fully qualified Physician / Surgeon should be in charge round the clock.

Ayurvedic hospitals are outside the scope.

2. **Accident** - means an unexpected unforeseen and undesirable event caused by external violent

and visible means beyond the control of the Insured during and in the course of employment.

3. **Surgical Operation** – means manual and / or operative procedure for repair of injuries, diagnosis, relief of suffering and prolongation of life.
4. **Reasonably and necessarily incurred** - means charges for medical treatments, supplies or medical services that are medically necessary to treat the condition of the Injured and does not exceed the usual level of charges for similar medical treatments, supplies or medical services in the locality where the expense is incurred and does not include charges that would not have been made if no Insurance existed.
5. **Post Hospitalization** - Relevant medical expenses incurred during period upto 60 days after hospitalization on injury sustained will be considered as part of claim.
6. **Medical Practitioner** – means a person who holds a Degree / Diploma of a Recognized Institution and is registered by the Medical Council of the respective State / Union Territory in India. The term Medical Practitioner would include Physician, Specialist, and Surgeon.
7. **Qualified Nurse** – means a person who holds a Certificate of a recognized Nursing Council and who is employed on the recommendation of attending Medical Practitioner.
8. **Policy Period** – Policy Period is defined as the period of 12 months each commencing from the date of inception from which the risk has commenced.
9. **Indemnity Limits** – the limit of indemnity will be restricted to the Sum Insured per employee selected by the insured person as mentioned in the Schedule and will apply to each policy during the Period of Insurance separately.
10. **Insured Person** – An employee of the Insured in the Business who has been covered under this Policy and in respect of whom Insured would be liable under Workmen's Compensation Act, 1923 for payment of compensation in the event of bodily injury caused by accident arising out of and in the course of employment.

EXCLUSIONS:

Provided always that the Company shall not be liable under this policy in respect of

1.
 - a. Any Injury by accident directly attributable to war, war like operation and other convulsion of nature, nuclear fuel or material and contaminated by radio activity.
 - b. the compensation payable by the Insured under Workmen's Compensation's Act, 1923 for the injury
 - c. The Insured's liability to employees of contractors of the Insured unless specifically declared and covered under the policy.
 - d. Any employee who is not a workman within the meaning of laws
 - e. Any liability of the Insured which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
 - f. Any sum which the insured would have been entitled to recover from any party but for an agreement between the insured and such party.
 - g. Any reimbursement for expenses incurred for diseases mentioned in part c of schedule – III of the WC Act, 1923 which have been brought within the scope of that act by the workmen's compensation (Amendment) Act, 1956.
2. Payment respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this policy.
3. Payment in respect of injury arising out of or resulting from the Insured Person's
 - a) Intentional self-injury, suicide or attempted suicide.
 - b) Being under the influence of intoxicating liquor or drug.
 - c) Insanity (Directly or indirectly caused by insanity).
 - d) Committing any breach of law with criminal intent.
4. Any hospitalization expenses incurred because of bodily injury resulting directly or indirectly, proximately or remotely, from any accident other than arising out of and in the course of employment.
5. Expenses on vitamins and tonics unless forming part of the Hospitalization treatment for injury as certified by the attending Physician.

6. Naturopathy Treatment.

CONDITIONS

1. Every notice or communication to be given or made under this policy shall be delivered in writing at the address as shown in the policy schedule.
2. Upon the happening of any event which may give rise to a claim under this policy the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the Insured should, within one calendar month after the event which may give rise to a claim under the policy, submit full particulars with all supporting documents of the claim.

NOTE: Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time-limit.

3. The premium payable under this Policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorized Official of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under this Policy. No waiver of any terms, provisions, conditions and endorsements of this Policy shall be valid unless made in writing and signed by an authorized Official of the Company.
4. For the purpose of any claim the Insured has to submit a Claim Form in the format required by the Company together with other documents as listed below:
 - a) Attested copy of F.I.R. / Panchnama
 - b) Newspaper cuttings (if applicable).
 - c) Photographs if any.
 - d) The original hospitalization / nursing home bills, discharge certificates, receipts, cash memos, prescriptions, X-rays, pathological reports.

- e) A certificate from the attending physician stating the nature and extent of injury.
- f) Any additional information and assistance as the Company may require.
- g) Proof of employment showing employer-employee relationship, and attested copy of attendance register.
- h) Salary Payment / Disbursement Register.

The Insured / Insured Person(s) shall allow any representative of the Company to examine the injured either at the residence or Hospital / Nursing Home at all reasonable times and should co-operate with the Company if any claim reduction measures are suggested.

5. 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 Insured Person or by any person acting on their behalf.
6. This Policy shall be void and all premium paid hereon shall be forfeited by the Company in the event of misrepresentation, mis-description, or non-disclosure of any material facts / particulars.
7. Cancellation Clause :

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending fifteen days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the last premium corresponding to the unexpired period of insurance if no claim has been paid under the policy. The insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rate table given below provided no claim has occurred upto the date of cancellation.

<u>PERIOD ON RISK</u>	<u>RATE OF PREMIUM TO BE CHARGED.</u>
Upto one month	1/4 th of the annual rate
Upto three months	1/2 of the annual rate
Upto six months	3/4 th of the annual rate
Exceeding six months	Full annual rate.

8. If any difference shall arise 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 in 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, 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 the award by such arbitrator / arbitrators 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.

9. All medical / surgical treatments under this Policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency only.
10. If in respect of the expenses covered by this Policy there shall be any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.
11. The due observance and fulfilment of the terms conditions and endorsements of this policy so far as they relate to anything to be done by the Insured and the truth of this statement and the answers in the proposal shall be conditions precedent to any liability of the company to make any

payment under this policy.

12. RENEWAL CLAUSE:

The Policy may be renewed by mutual consent 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 is not be bound to give notice of renewal premium due, provided however that if the insured applies for renewal and remits the requisite premium before the expiry of this policy, renewal shall not normally be refused, except on the grounds of moral hazard, misrepresentation, fraud and any other reason where the Company has reasonable justification to do so.

13. IRDA REGULATIONS:

This policy is subject to Regulations of IRDA (Protection of Policyholders' Interest) Regulations, 2002 as amended from time to time.

14. GRIEVANCE REDRESSAL:

In the event of the policyholder having any grievance relating to the insurance, he/she 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.(list of address as enclosed to policy document). For full details of grievance cells please log on to our website www.uiic.co.in.



UNITED INDIA INSURANCE COMPANY LIMITED
24, WHITES ROAD, CHENNAI – 600 014.

SCHEDULE FOR WORKMEN MEDICARE POLICY

1. Policy No.

Agency Code:

Agency Name:

Agency Mobile/Landline No.

Dev. Officer code:

2. Name of the Proposer

3. Proposer's Business Address

4. Proposer's Trade or Occupation

5. Annual Premium : Rs.

6. List of Workmen to be covered (as per attached schedule):

7. Period of Insurance : From To

8. Proposal and Declaration Dated

IN WITNESS WHEREOF, the undersigned being duly authorised has hereunto set his/her
hand at ----- this ----- day of ----- 20

Issuing office

For United India Insurance Co. Ltd.

Duly Constituted Attorney.

Attached to and forming part of policy.

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD		Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <u>AHMEDABAD-380 014.</u> Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <u>BHOPAL(M.P.)-462 023.</u> Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR		Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH		Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri V. Ramasaamy	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.:- 044-24333668 /5284	Tamil Nadu, UT- Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

		Fax : 044-24333664 Email insombud@md4.vsnl.net.in	
NEW DELHI	Shri Surendra Pal Singh	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri Sarat Chandra Sarma	Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri K. Chandrahas	Shri K Chandrahas Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u> Tel : 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM		Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759 Fax : 0484-2359336 Email iokechi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Ms. Manika Datta	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 th Floor, <u>KOLKATA-700 001.</u> Tel : 033-22134866 Fax : 033-22134868 Email ionbkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim

LUCKNOW		Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Shri S. Viswanathan	Shri S Viswanathan Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa