

The Oriental Insurance Company Limited

Head Office: A 25/27, Asaf Ali Road, New Delhi -110002

STUDENTS SAFETY POLICY

‘WHEREAS the insured named in the schedule herein (hereinafter called the ‘Insured’) has made and/or caused to be made to the ORIENTAL INSURANCE CO. LTD., (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 witnesseth 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, 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 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 Ten Thousand.
 - (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 Ten Thousand.
 - (ii) Use of two hands or two feet, or of one hand and 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 Ten Thousand.
 - (c) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of :
 - (i) 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 Five Thousand.
 - (ii) Total and irrecoverable loss of use of a hand or a foot without physical separation, the sum of Rupees Five Thousand.

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.

- (d) If such injury shall, as a direct consequences thereof, immediately, permanently, totally and absolutely, disable the Insure person from engaging in being occupied with or giving attention to his normal activities of any description whatsoever the sum of Rupees Ten Thousand.
- (e) 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 Rupees Ten Thousand in the manner indicated below :

Percentage of Capital Sum Insured

i)	Loss of toes - all	20
	Great - both phalanges	5
	Great - one phalanges	2
	Other than great, if more than One toe lost each	1
ii)	Loss of hearing - both ears	50
iii)	Loss of hearing - one ear	15
iv)	Loss of four fingers and thumb of one hand	40
v)	Loss of four fingers	35
vi)	Loss of thumb - both phalanges one phalanx	25 10
vii)	Loss of index finger - three phalanges two phalanges one phalanx	10 8 4
viii)	Loss of middle finger - three phalanges two phalanges one phalanx	6 4 2
ix)	Loss of ring finger - three phalanges two phalanges one phalanx	5 4 2
x)	Loss of little finger - three phalanges two phalanges one phalanx	4 3 2
xi)	Loss of metacarpals - first or second (additional) - third, fourth or fifth (additional)	3 2
xii)	Any other permanent partial disablement	- percentage as assessed by the Doctor

(f) 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 Five Hundred for any one accident.

2. 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 Five lacs for any one accident or series of accident arising out of one event and the sum of Rupees Ten lacs only 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 horse back (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 detainments 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 or any nature.**

Definitions

1. Accident:

An accident is a sudden, unforeseen and involuntary event caused by external and visible and violent means.

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.

Medical Practitioner:

A Medical practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

CONDITIONS

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 requires 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.
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. If any 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 an arbitrator to be appointed in writing by the parties in difference or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having

been required so to do in writing by the other party in accordance with the provisions of the Arbitrations Act 1996, as amended from time to time and for the time being in force. In case either party shall refuse or failed to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be refer to the decision of umpire who shall have been appointed by them in writing before entering on the reference and whom shall sit with the arbitrators and preside at their meetings.

It is clearly agreed & 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 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 hereunder and such claim shall not, within twelve 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.

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.

PREMIUM REVISION CLAUSE

The above rates are valid for a period of 1 year only. The company may revise the premium rates and / or the terms & conditions of the policy upon renewal thereof as per the IRDA guidelines prevailing at that time.

N.B. IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.