



THE ORIENTAL INSURANCE COMPANY LIMITED
 Regd. Office : Oriental House, P.B.No.7037.A-25/27, Asaf Ali Road, New Delhi- 110 002

**PROPOSAL FORM FOR "NAGRIK SURAKSHA POLICY"
 (PERSONAL ACCIDENT WITH HOSPITALISATION EXPENSES INSURANCE POLICY)**

1. Full Name of the proposer
2. Full Name & address of the person to be insured & relation with the proposer
3. Occupation/Profession of the person to be insured
4. Annual Income of the person to be insured
5. Date of Birth of the person to be insured
6. Particulars of disablement/injury/sickness, if any, of the person to be insured
7. Details of the similar other Insurance policy(ies) held, if any, by the person to be insured
8. Sum Insured
 - (I) Personal Accident Section : Rs. _____ (80% of T.S.I)
 - (II) Hospitalisation Section : Rs. _____ (20% of T.S.I)
 - (III) Total SUM INSURED(I+II) : Rs. _____
9. Nationality
10. Proposed Period of Insurance : From _____ to _____

DECLARATION

I hereby declare that the above declaration is true to the best of my knowledge and belief and that I have disclosed all the particulars for the acceptance of the risk. I agree that this proposal and declaration shall be the basis of this contract between me and the Insurance Company.

Signature of the proposer/insured _____
 Place _____

Date: _____

ASSIGNMENT

I _____ hereby assign the moneys payable, in the event of my death, arising out of accident payable under the policy, by The Oriental Insurance Company Limited, to Mr./Ms. _____ (relation with the insured) _____ and I further declare that his/her receipt shall be final and sufficient to the Insurance Company.

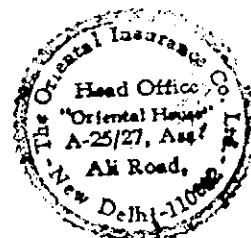
Signature Name and address of the witness _____

Signature of the Proposer/Insured _____

Place: _____ Date: _____

PROHIBITION OF REBATE

1. Section 41 of the Insurance Act 1938 provides as follows:
 No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer.
2. Any person making default in complying with provision of this section shall be punishable with fine which may extend to five hundred rupees.





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NAGRIK SURAKSHA POLICY

(Personal Accident with Hospitalisation Expenses Insurance policy)

PROSPECTUS

SALIENT FEATURES OF THE POLICY

The policy offers Personal Accident cover(Death/Permanent Total Disablement, Loss of Limb(s) & *Permanent Partial Disablement) and reimbursement of Hospitalization Expenses as specified under the schedule of insurance of the policy. The policy is available only to the citizen of India.

*The disability must not be less than 40% in aggregate for becoming entitled to any claim under Personal Accident section of this policy.

(Company's Total Liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured as specified in the Schedule of insurance of the policy)

The following types of policies are available:

1. Individual policy including Family Package.(The proposer must also be one of the insured person)
2. Group Policies.

I Under Section-I of the Policy(Personal Accident), in the event of any claim becoming admissible under the policy, the company shall pay to the insured person/assignee/legal representative of the insured, the amount forming part of the Sum Insured specified under Section I(Personal Accident) of the policy.

II. Under Section-II of the Policy (Hospitalisation as a result of accident), the total amount payable for all claims during each period of 12 months of the policy period shall be limited to the sum insured as specified in the schedule of insurance of the policy. However, the unavailed sum during one period of 12 months shall not be carried forward to any other period of 12 months during the policy period.

DEFINITIONS

Company: The word "Company" used here shall mean THE ORIENTAL INSURANCE COMPANY LIMITED.
Injury: It shall mean an accidental bodily injury solely and directly caused by external, violent and visible means..

Hospital/Nursing Home: Shall be deemed to mean any Institution for treatment of any injury(ies), which has been established either as a Hospital or Nursing Home and is under the supervision of a registered and qualified medical practitioner(s).

The term Hospital shall not include an establishment, which is a place of rest, a place for rehabilitation for aged persons, a place for drug addicts/alcoholics, a hotel or similar place. For the purpose of this insurance, a Hospital/ Nursing Home shall mean a medical establishment, which conforms to the minimum requirements as under:

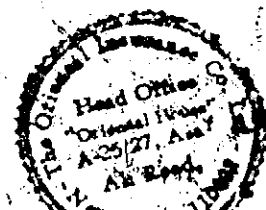
It shall have inpatient beds facilities.

Fully equipped Operation Theatre of its own, for carrying out surgical operations.

Fully qualified nursing staff under its employment round the clock

Full fledged modern x-ray facilities.

Fully qualified and registered Medical Practitioner(s) should be in- charge round the clock



FAMILY PACKAGE DISCOUNT :

A discount of 10% on the total premium will be allowed comprising the insured and any one or more of the following members of the insured's family:

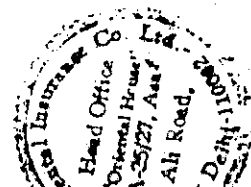
- i) Spouse
- ii) Dependent Children (i.e. legitimate or legally adopted children)
- iii) Dependent parents.

LONG TERM DISCOUNT (APPLIES TO INDIVIDUAL POLICY ONLY)

Term of the policy (years)	Discount (%)
1	Nil
2	5
3	10
4	15

**TABLE OF BENEFITS APPLICABLE
UNDER SECTION- I OF THE POLICY.**

<u>Item</u>	Percentage of sum insured as specified in the schedule
a) Death	100%
b) Total and Irrecoverable loss of: Sight of both eyes, or of the actual loss by physical separation of the two entire hands or two entire feet or of one hand and one foot such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
c) Total and Irrecoverable loss of: 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, without physical separation.	100%
d) Total and irrecoverable loss of: the sight of one eye or loss of use of one hand or one foot.	50%
e) Permanent total and absolute disablement disabling the insured person from engaging in any employment or occupation of any description whatsoever.	100%
f) Disability not less than 40% in aggregate as a result of bodily injury/accident as may be assessed by the attending physician	40% or more percentage (but not exceeding 100%) as percentage of such disability.





THE ORIENTAL INSURANCE COMPANY LIMITED

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NAGRIK SURAKSHA POLICY

(PERSONAL ACCIDENT WITH HOSPITALISATION EXPENSES INSURANCE POLICY)

Whereas the Insured named in the Schedule herein has made or caused to be made to THE ORIENTAL INSURANCE CO. LTD. (hereinafter called 'The Company') a written proposal dated as stated in 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 hereinafter specified for the period stated in the schedule or any further period for which the Company may accept payment for renewal of this policy.

The policy offers Personal Accident cover (Death/Permanent Total Disability, Loss of 1 limb(s) & *Permanent Partial Disability) including reimbursement of hospitalization expenses as specified under the schedule of insurance of the policy.

*The disability must not be less than 40% in aggregate for becoming entitled to any claim under Personal Accident section of this policy.

(Company's Total Liability in respect of all claims admitted during the period of Insurance shall not exceed under Section- I (Personal Accident) the Sum Insured as specified in the Schedule of insurance of the policy and under Section II (Hospitalisation) the sum insured as specified in the schedule of the policy for each completed period of 12 months during the period of insurance.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the Company will pay to the Insured as hereinafter mentioned.

SECTION - I PERSONAL ACCIDENT (P.A.)
DEFINITIONS

Injury

It shall mean an accidental bodily injury solely and directly caused by external, violent and visible means.

Loss of limb(s) It shall mean physical separation of one or more hands or feet or permanent and total loss of use of one or more hands or feet.

Physical Separation :

It shall mean separation of hand at or above the wrist and/or of the foot at or above the ankle.

Permanent Total Disablement(PTD)

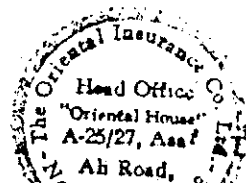
The bodily injury, which is direct cause of permanently, totally and absolutely disabling the person insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever.

Permanent Partial Disablement(PPD)

The bodily injury which is the sole and direct cause of total and irrecoverable loss of use of or the actual loss by physical separation permanently incapacitating the Insured person to the extent of 40% or more in aggregate.

Injury Series Clause

For the purpose of this policy where, several bodily injuries are attributable directly or indirectly to the accident all such bodily injuries shall be added together and such bodily injuries shall be treated as one claim.



EXCLUSIONS : (APPLICABLE TO SECTION I OF THE POLICY)

The Company shall not be liable for :

1. Compensation under more than one of the benefits mentioned under "Compensation" above in respect of same period of disablement arising out of the accident.
2. Any other payment after a claim under one of such clauses (a), (b), (c) or (d) mentioned under "Compensation" above has been admitted and becomes payable.
3. Any payment in case of more than one claim under this section during any one period of insurance by which Company's liability in that period would exceed the sum insured as specified in the schedule of insurance.
4. Payment of compensation in respect of injury as a direct consequence of :
(i) Committing or attempting suicide, intentional self-injury.
(ii) Under the influence of Intoxicating liquor or Drugs.
5. Whilst engaging in Aviation or whilst 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.
6. Death or disablement resulting from Pregnancy or childbirth.
7. Death or disablement resulting from Venereal disease or insanity.
8. Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
9. Committing any breach of law of the land with criminal intent.

SECTION - II REIMBURSEMENT OF HOSPITALISATION EXPENSES FOLLOWING BODILY INJURY CAUSED BY AND ARISING OUT OF AN ACCIDENT

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 or during the continuance of this policy by renewal any insured person shall sustain any bodily injury RESULTING SOLELY AND DIRECTLY FROM ACCIDENT which would normally give rise to INJURY and upon the advice of a duly qualified physician/ Medical Specialist/ Medical Practitioner (hereinafter called the Medical Practitioner) or of duly qualified surgeon (hereinafter called the Surgeon) shall require to incur (a) hospitalisation expenses for medical/ surgical treatment at any nursing home/ hospital as herein defined (hereinafter called HOSPITAL) as an inpatient, The Company will reimburse to the insured person, the amount of such expenses as are reasonably and necessarily incurred in respect thereof by or on behalf of such insured person. The total liability of the Company in respect of all claims admitted shall not exceed the sum insured as specified in the schedule of the policy for each completed period of 12 months during the period of insurance.

DEFINITIONS :

Injury

It shall mean an accidental bodily injury solely and directly caused by external, violent and visible means.

Hospital/Nursing Home

Shall be deemed to mean any Institution for treatment of any injury(ies), which has been established either as a Hospital or Nursing Home and is under the supervision of registered and qualified medical practitioner(s).

The term Hospital shall not include an establishment, which is a place of rest, a place for rehabilitation for aged persons, a place for drug addicts/alcoholics, a hotel or similar place. For the purpose of this insurance, a Hospital/ Nursing Home shall mean a medical establishment, which conforms to the minimum requirements as under:



notice by registered post at the Insured's last known address and in such event the Company shall refund to the Insured, a pro-rata premium for the un-expired period of insurance. The Company shall however, remain liable for any liability which might have arisen prior to the date of cancellation. The Insured may at any time seek to cancel this policy and in such an event, the Company shall allow refund of premium at Company's short period rate only (table given below) provided no claim has occurred up to the date of cancellation. The Company reserves the right to review the cover at the end of each policy period and take appropriate action without assigning any reason thereof.

<u>Period of Risk</u>	<u>Rate of Premium</u>
Upto one month	1/4 th of the annual rate
Upto three months	1/3 of the annual rate
Upto six months	2/3 th of the annual rate
Exceeding six months	Full annual rate

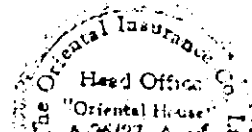
N.B. There shall be no refund of the service tax upon cancellation of the policy.

9. Should any difference arise as to any amount payable to the insured (liability being otherwise admitted), such difference shall independently of all other questions be referred to the decision of Arbitrator(s) to be appointed in India in accordance with appropriate statutory provisions in force in India at the time of reference.
10. If the Company shall disclaim liability under any claim and such claim shall not have been made subject matter of 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
11. The Company shall not be liable for any interest on any sum paid/payable under this policy.
12. The parties to this insurance policy expressly agree that the disputes under the policy shall be subject to Indian Courts of competent jurisdiction and that the laws of The Republic of India shall govern the validity, construction, interpretation and effect of this policy.
13. In the event of a claim otherwise being admissible in respect of hospitalization as a result of an accident on a foreign land, the reimbursement of hospital expenses shall be at the rate of exchange applicable as on the date of accident. However, such an amount payable shall be in Indian Currency and limited to the sum insured opted and specified in the schedule of insurance of the policy.

GENERAL EXCLUSIONS (APPLICABLE TO BOTH SECTION I AND SECTION II OF THE POLICY)

The Company shall not be liable for:

1. War Risk
Bodily injury as a consequence directly or indirectly of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation, nationalization, civil commotion or loot or pillage in connection herewith.
2. Confiscation
Any bodily injury to the Insured person due to confiscation, requisition or destruction by order of any government, public or local authority.
3. Nuclear Risk
Any bodily injury to the Insured person, consequential loss, legal liability, directly or indirectly caused by or contributed to by or arising from:
 - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) the radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.
4. Consequential loss of any kind or description.



GEOGRAPHICAL SCOPE - WORLDWIDE

OTHER BENEFITS:

I CUMULATIVE BONUS

Compensation payable under the table of benefits of P.A section of this policy and the limits of Company's liability under Hospitalization reimbursement section shall be increased by 5% for each completed claim free period of 12 months during the period of insurance subject to maximum amount of such increase being not more than 20% of the sum insured as specified in the schedule of insurance. However, the Cumulative Bonus Benefit shall be lost if the policy is not renewed within 30 days of its expiry.

This benefit of cumulative bonus is applicable in case of Individual P.A policy only.

II CARRIAGE OF DEAD BODY & FUNERAL CHARGES

Expenses incurred in the carriage of dead body of the Insured to his place of residence and funeral charges (death due to accident and the claim otherwise being admissible under the PA section of the policy) shall be reimbursed subject to maximum of 2% of the sum insured as specified in the schedule of insurance under PA section of this policy, or Rs.2,500/-, whichever is less.

III EDUCATION FUND

In the event of death or permanent total disablement of the Insured due to accident, the Policy shall also provide compensation towards education fund for the dependent children in addition to the sum insured as specified in the schedule of insurance under PA section of the policy of the same person(s) who is/are entitled to receive the compensation as given below irrespective of number of

policies held by an individual Insured.

1. If the Insured Person has one dependant child below the age of 23 years on the date of accident, an amount equal to 10% of original Sum Insured as specified in the PA section of the policy subject to maximum of Rs.5,000/-.
2. If the Insured person has more than one dependant child below the age of 23 years on the date of accident an amount equal to 10% of original Sum Insured as specified in the PA section of the policy subject to maximum of Rs.10,000/-.
3. This benefit shall be available to the beneficiary provided the claim is otherwise admissible under the PA section of the policy.

This benefit is available under Individual P.A policy only

IV LOSS OF EMPLOYMENT

In case of loss of employment of the insured person due to permanent total disablement, 1% of the original sum insured as specified in the schedule of insurance of the PA section of this policy become payable to the Insured Person in addition to the sum insured provided the claim is otherwise admissible under the PA section of the policy.

This benefit is applicable in case of individual policy holders only.

