

ADB, ATPD Benefit & Terminal Illness Benefit – Definitions and Exclusions

I) Definitions:

A) Accident Death Benefit:

‘Accident’ shall mean a sudden, unforeseen and involuntary event caused by external, visible, and violent means.

‘Accidental Death’ means death caused by sudden, violent, unforeseen and involuntary event caused by external and visible means as revealed by an autopsy provided such death was caused directly by such Accident, and independently of any physical or mental illness within one hundred and eighty (180) days of the date of Accident.

If the accident leading to death has occurred during the coverage term but accidental death has occurred after the expiry of coverage term, however within 180 days from the date of accident, the accidental death benefit shall be paid. No base sum assured shall be paid since the coverage term has expired.

B) Accidental Total Permanent Disability:

“Accidental Total Permanent Disability” shall mean disability of the rider life insured as a result of bodily injury caused by an accident (a sudden unforeseen and involuntary event caused by external and visible means) and such injury shall within 180 days of its occurrence solely, directly and independently of any other cause, result in the rider life assureds disability which must be permanent and total and must result in at least one of the following:

(a) Loss of both eyes; (b) Loss of both arms and both hands; (c) Loss of one arm and one leg; (d) Loss of one arm and one foot; (e) Loss of one hand and one foot; (f) Loss of one hand and one leg; (g) Loss of both legs; (h) Loss of both feet

The disability must be documented for an uninterrupted period of at least six months.

- Loss of both eyes means total loss of vision in both eyes, certified by an ophthalmologist
- If the disability is due to amputation/ dismemberment, loss of hand will mean amputation/ dismemberment above wrist, loss of arm will mean amputation/ dismemberment above elbow, loss of feet will mean amputation/ dismemberment above ankle and loss of leg will mean amputation/ dismemberment above knee
- If the disability is not due to amputation/ dismemberment, loss will mean loss of usage of both limbs and the limbs should have motor power grade 0/5, 1/5 or 2/5 only.
- The Accidental Permanent Total Disability has to be certified by a registered Medical Practitioner, appointed by the company. Claim intimation should be received in writing within 60 days of occurrence of the Accident, which is causing total disability of the rider life assured.
- The Disability Benefit is paid if and only if disability is detected as per above Disability Condition.

C) Terminal Illness:

“Terminal Illness means a disease with which the Life Assured is diagnosed with and in the opinion of a Medical Practitioner and Our appointed Medical Practitioner is likely to lead to the death of the Life Assured within six (6) months from the date of such certification by the Medical Practitioner “

Medical Practitioner:

A medical practitioner is a person who holds a valid registration from the medical council of any state of India or Medical Council of India or Council for Indian Medicine and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. This would mean a practitioner treating the Life Insured must be holding a degree equivalent to MD or MS in the relevant field to certify the medical condition.

The Medical practitioner should not be

- ☐ the policyholder/insured person himself/herself; or
- ☐ an authorised insurance intermediary (or related persons) involved with selling or servicing the insurance contract in question; or
- ☐ employed by or under contractual engagement with the insurance company;
- ☐ related to the policyholder/insured person by blood or marriage.

II) Exclusions

A) Accident Death:

The accidental death benefit will not be payable in the following situations:

- 1) Death occurs as a result of the insured person committing any breach of law with criminal intent
- 2) Death as a consequence of the insured person being under the influence of alcohol or drugs other than in accordance with the directions of a registered medical practitioner.
- 3) Death as a result of self-inflicted injuries.
- 4) Death occurs as a result of the insured person taking part in any naval, military or air force operation during peace time.
- 5) Death occurs as a result of the insured person participating in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition
- 6) Death occurs as a result of suicide
- 7) Death occurs as a result of aviation, gliding or any form of aerial flight other than as a fare paying passenger of a recognized airline on regular routes and on a scheduled timetable
- 8) Death occurs as a result of war, invasion, civil war, rebellion, riots.
- 9) Failure to follow medical advice
- 10) Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature

B) Accident Total Permanent Disability:

The Accidental Permanent Total Disability will not be payable in the following situations:

- 1) Disability as a result of the insured person committing any breach of law with criminal intent;
- 2) Disability of insured person as a result of war, invasion, civil war, rebellion or riot;
- 3) Disability as a consequence of the insured person being under the influence of alcohol or drugs other than drugs prescribed by and taken in accordance with the directions of a registered medical practitioner;
- 4) Disability as a result of the insured person taking part in any naval, military or air force operation;
- 5) Disability as a result of the insured person participating in or training for any dangerous or hazardous sport or competition or riding or driving in any form of race or competition;
- 6) Disability of insured person as a result of aviation, gliding or any form of aerial flight other than as a fare paying passenger on a civilian airline plying on regular routes and according to a scheduled timetable;
- 7) Disability of insured person as a result of attempted self-injury
- 8) Disability of insured person as a result of poison, gas or fume (voluntary or involuntarily, accidentally or otherwise taken, administered, absorbed or inhaled).
- 9) Failure to follow medical advice
- 10) Nuclear Contamination; the radio-active, explosive or hazardous nature of nuclear fuel materials or property contaminated by nuclear fuel materials or accident arising from such nature