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## GROUP PERSONAL ACCIDENT INSURANCE POLICY

**Please read this Policy carefully and see that it meets your requirements.**

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

### **The Insured and the Company agree that**

1. The proposal shall be incorporated in and be the basis of the contract
2. The Insured will pay the Premium
3. The Company will provide the Insurance subject to the terms, Warranties, Conditions & Exceptions of this Policy
4. The following shall be conditions precedent to any liability of the Company
  - (a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured
  - (b) The truth of the statements made in the proposal

### **DEFINITIONS**

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

**Insured/you** shall mean the organisation mentioned in the Policy Schedule as Insured.

**Company/we/us** shall mean the Royal Sundaram Alliance Insurance Company Limited.

### **Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

### **Grace Period**

Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity of benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

**Hazardous Sport / Hazardous Activities** means Persons whilst working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high tension supply, jockeys, circus personnel, engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, Skydiving, Parachuting, Scuba Diving , Riding or Driving in Races or Rallies, Mountain Climbing, hunting or equestrian activities, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hand gliding, diving or under-water activity river rafting, canoeing involving rapid waters, polo, yachting or boating outside coastal waters and persons whilst engaged in occupation / activities of similar hazard. Persons whilst engaged in the following occupations are also excluded.

Aircraft pilots and crew, Armed Forces personnel, Artistes engaged in hazardous performances, Aerial crop sprayer , Bookmaker (for gambling) , Demolition contractor, Explosives users , Fisherman (seagoing , Jockey , Marine salvager ,Miner and other occupations underground , nuclear installations, Off-shore oil or gas rig worker , Policeman , Pop Musicians , Professional sports person , Roofing contractors and all construction, maintenance and repair workers at heights in excess of 50ft/15m , Saw miller , Scaffolder , Scrap metal merchant, Security guard (armed) , Ship crew , Steeplejack ,Stevedore ,Structural steelworker Tower crane operator ,Tree feller.

### **Hospital**

A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical



Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

**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.

**Insured Person** shall mean the employee/members of the organisation and stated in the Memoranda of this Policy.

**Medical expenses**

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**Notification of Claim**

Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

**Physical separation of hand** means separation of hand at or above the wrist

**Physical separation of foot** means separation of foot at or above the ankle

**Portability**

Portability means transfer by an individual health insurance policyholder ( including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

**Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

**Insurance**

If any Insured Person shown in the Schedule suffers bodily injury solely and directly due to accident caused by external and visible means during the Period of this Insurance and such bodily injury results within 12 calendar months from the date of accident in death or disablement of a nature specified in the Table of Benefits described hereunder, then the Company will pay to the Insured to the extent and in the manner provided in the Table of Benefits, subject to Accumulation Clause stipulated herein.

**TABLE OF BENEFITS**

**IMPORTANT: We will not pay in respect of any one Insured person under more than one of the Benefits 1,2,3,4 or 5 in connection with the same accident**

**If an accident happens which gives rise to claim under Benefits 2,3,4 or 5, the Sum Insured stands reduced by the amount of claim with respect to that Insured Person**

**Benefit 1 – In case of Death**

Death	100% of the Sum Insured stated in the Schedule applicable to such Insured Person is payable
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**Benefit 2 –In case of Loss of limbs/eyes of nature specified below**

(a)	Total and irrecoverable loss of sight of both eyes, or the actual loss by physical separation of 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	100% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
(b)	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 one hand and one foot	100% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
(c)	Total and irrecoverable loss of sight of one eye, or the actual loss by Physical separation of use of one entire hand or of one entire foot	50% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
(d)	Total and irrecoverable loss of use of a hand or a foot without Physical separation	50% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable

**Benefit 3 –In case of Permanent Total Disablement of nature specified below**

Immediate, permanent, total and absolute, disablement from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever	100% of the Sum Insured stated in the Schedule, applicable to such Insured Person is payable
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**Benefit 4-In case of Permanent Partial Disablement of nature specified below**

	Percentage of Sum Insured shown in the Schedule, applicable to such Insured Person is payable
Loss of all toes	20
Great toe –both phalanges	05
Great toe–one phalanx	02
Other than great, if more than one toe lost each	01
Loss of hearing-both ears	75
Loss of hearing- one ear	10
Loss of index finger-three phalanges or two phalanges or one phalanx	10
Loss of middle finger-three phalanges or two phalanges or one phalanx	06
Loss of ring finger-three phalanges or two phalanges or one phalanx	05
Loss of four fingers and thumb of one hand	40
Loss of four fingers	35
Loss of thumb-both phalanges	25
Loss of thumb-one phalanx	10
Loss of little finger-three phalanges-two phalanges-one phalanx	04
Loss of metacarpals – first or second-third, fourth or fifth(additional)	03
If the opinion of a Doctor appointed by us, the injury has resulted in permanent partial disablement of any other nature than specified above	Such percentage of Sum Insured as is assessed as percentage of permanent partial disablement by the Doctor appointed by us is payable



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**Benefit 5 – In case of Temporary Total Disablement of nature specified below**

<p>If the injury has resulted in temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever,</p>	<p>We shall pay for the period of temporary total disablement at the rate of 1% of the Sum Insured for each week of duration of such total disablement or part thereof prorated, subject to a maximum of 52 weeks but not exceeding Rs.3,000/- per week or higher amount as specified in the Schedule /Endorsement, or part thereof prorated. In case if the Insured person avails this benefit under any other policy either issued by us or otherwise, the benefit payable under this endorsement stands reduced to that extent.</p> <p>Such weekly compensation shall not exceed 25% of the gross monthly earnings of the insured.</p>
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**Special Provision**

The opinion of the Doctor appointed by us to ascertain the existence of permanent partial disablement or percentage thereof or temporary total disablement shall be final and binding and not open to dispute or negotiations by you.

**Special Free Benefit**

In the event of Death in respect of which the Sum Insured is payable as provided above, arising out of an accident occurring outside the usual place of residence of the Insured Person concerned, We shall pay in addition to the Sum Insured, a lump sum of a further 2% of such Sum Insured or Rs.2500/- whichever is less towards the transportation of the body to the Insured Person's usual place of residence.

**Company's maximum liability**

Any payment in case of more than one claim in respect of any Insured Person under this Policy during any one Period of Insurance should not exceed the Sum Insured applicable to such Insured Person. However, the amount relating to carriage of dead body of the Insured Person and medical expenses would be payable in addition, if applicable.

**EXCEPTIONS**

The Company shall not be liable under this Policy for

- (1) compensation under more than one of the foregoing Benefits in respect of same accident or period of disablement of the Insured Person
- (2) any other payment in respect of the Insured Person after a claim under one of the Benefits 1,2(a) and 2(b) has been admitted and become payable. However, amounts relating to carriage of the dead body of the Insured Person and medical expenses will be payable in addition if applicable.
- (3) payment of Benefit in respect of accident, 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) directly or indirectly caused by venereal diseases, AIDS or insanity
  - (d) arising or resulting from the Insured Person committing any breach of law with criminal intent



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- (4) any payment in respect of death or disablement resulting directly or indirectly from, caused by, contributed to or aggravated or prolonged by child birth or pregnancy or in consequence thereof.
- (5) any payment in respect of death, injury or disablement of the Insured Person due to or arising out of 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 detentions.
- (6) Persons whilst engaged in Hazardous sports or Hazardous Activities.
- (7) any payment in respect of death of, or bodily injury or any disease or illness to the Insured Person
- (a) directly or indirectly caused to or contributed to by or arising from ionising radiations or contamination by radioactivity 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
- (8) any losses directly or indirectly arising out of, or contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exception, Nuclear, Chemical, Biological terrorism shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. Chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property. Biological agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants. If we allege that by reason this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

#### **Claims Procedure & Documentation**

- (i) The Insured or his nominee shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.
- The Insured or his nominee shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.
- (ii) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days. A service provider (if required) would be deputed by us to verify the records/ circumstances of the claim
- (iii) If the Company requests that bills/ vouchers / Reports in a language, other than English /Hindi be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured Person
- (iv) Provided that if one or more insured persons are covered, all sums payable hereunder shall be payable in case of death or permanent total disablement only after deleting by an endorsement the name of the insured person in respect of whom such shall become payable without any refund of premium.



- (v) To submit to a medical examination by the Company's nominated Doctor or undergo diagnostic or other medical tests as often as the Company considers necessary, in its sole discretion.

**Claim Documentation**

**Death Claim:**

Submit the duly filled in claim form with the following documents:

- Original Death Certificate
- Post Mortem Report
- Inquest report
- Accident report
- FIR/MLC copy
- Hospital records
- News Paper cuttings if any and any other relevant records
- Chemical Analysis Report if available
- English Translation of vernacular documents
- Succession Order/legal heir certificate/legal documents to establish identification of legal heir in the absence of nomination under the policy
- Any other document as may be required by the Company

**Disablement Claim:**

**a. Permanent Total Disablement**

- Submit the duly filled in Claim form with the following documents

- Disability Certificate issued by attending physician
- Accident report
- FIR/MLC copy
- Hospital Records
- News Paper cuttings if any and any other relevant records
- English Translation of vernacular documents
- Latest IT return to show Proof of annual income
- Any other document as may be required by the Company

**Medical Expenses Claim due to Accident Hospitalization**

1. Discharge summary
2. Original Hospital Bills
3. Advance and final receipts (All receipts shall be numbered, signed and stamped)
4. Prescriptions for medicines
5. Diagnostic Test Reports, X Ray, Scan, ECG and others including doctor's advice demanding such tests)
6. Cash memos/bills for medicines purchased from outside

The claim documents should be sent to the Claims department of the Office of the Company through which this insurance is effected, at the address mentioned in the Policy schedule or any endorsement forming part of this policy.

**Claims Settlement / Rejection**

1. Benefits payable under this policy will be paid within 30 days of the receipt of last necessary document.
2. The Company shall be released from any obligation to pay insurance benefits if any of the obligations are breached
3. All claims under this Policy shall be payable in Indian Currency.
4. The Company shall be liable to pay any interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this



Policy, upon acceptance of an offer of settlement by the insured but there is delay in payment beyond 7 days the date of acceptance.

5. No Claim is admissible beyond 180 days from date of expiry of the policy in respect of hospitalization commencing within the Period of Insurance.
6. No liability under the Policy will be admitted, if the claim is fraudulent or supported by fraudulent means.
7. At the time of claim settlement, Company may insist on KYC documents of the Proposer as per the relevant AML guidelines in force

**The Company shall be released from any obligation to pay insurance benefits if any of the obligations are breached.**

1 All sums shall become payable:

- i) **in case of Death or Permanent Total Disablement** - only after deleting by an endorsement the name of the Insured Person in respect of whom such claim shall become payable. No refund of premium will be payable for the unexpired period due to such deletion.
- ii) **in case of Permanent Partial Disablement** - only after reducing by an endorsement the sum insured by the amount admissible under the claim in respect of the person to whom such sum shall have become payable.
- iii) **in case of Temporary Total Disablement** – only after termination of such disablement and after reducing by an endorsement the sum insured by the amount admissible under the claim in respect of the person to whom such sum shall have become payable.

## **GENERAL CONDITIONS**

### **1. Notice**

Every notice and communication to the Company required by this Policy shall be in writing to the office of Company through which this insurance is effected.

### **2. Cancellation**

The Company may at any time, by giving 7 days notice in writing, terminate this Policy, on the grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the Insured and all the premium paid hereon shall be forfeited to the Company. Such notice shall be deemed sufficiently given, if communicated by e-mail or posted by Registered post and addressed to the Proposer at the address mentioned in the Policy or by any other reliable mode of communication.

The Policy may also be cancelled at any time by the Proposer by giving notice in writing. Provided no claim has arisen under the within mentioned Policy prior to the receipt of such notice by the Company, the Proposer would be entitled to a return of premium less premium at Company's Short period scales as mentioned below for the period, the Policy had been in force.

### **Short Period Rates**

<b>Period for which policy has remained in force as on date of cancellation</b>	<b>% Retention by the Company</b>
Less than 30 days	25% of Annual Premium
Exceeding 30 days and up to 90 days	50% of Annual Premium
Exceeding 90 days and up to 180 days	75% of Annual Premium
Above 180 days	Full Annual Premium – No refund is allowed.



### **3. Fraud – Forfeiture of Cover**

If any claim shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

### **4. Changes in Risk – Notification to the Company**

If after the acceptance of this insurance by the Company there be any change in the business/occupation of the Insured/Insured Person, the Insured shall forthwith give notice thereof to the Company.

The Insured shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person have become affected since the payment of last preceding premium.

### **5. 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 hereto 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 hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby 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 as to the amount of the claim shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 3 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law or be pending reference before the ombudsman then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

### **6. Renewal Notice**

This Policy may be renewed by mutual consent every year. The Company shall not, however, be bound to give notice that such renewal premium is due.

Policy must be renewed within the Grace Period of 30 days of expiry to maintain the continuity of coverage. However no coverage shall be available during the period of such break. A policy that is sought to be renewed after the Grace Period of 30 days will be underwritten as a fresh policy at Our discretion.

The product / plan may be withdrawn at any time, by giving a notice of 3 months to the Insured by Courier / Registered Post / Acknowledgement due post at the address recorded / updated in the policy. When the policy is withdrawn, the product / plan shall not be available for renewal at the due date. However, the cover under such policy shall continue till the expiry date shown in the schedule of the policy. In the event of withdrawal of a product, Company shall offer similar alternative product from its currently marketed product suites.

### **7. Portability**

The Insured Person has portability rights in the event of exit of the Insured Person from the policy provided the Insurer has not terminated the Insured Person from being a part of the Group Personal Accident Insurance Policy due to fraudulent activities or misconduct.

### **8. Accumulation clause**

(a) It is warranted that not more than five (5) Insured Persons should travel together in the same air conveyance at one time. In the event of claim for more than five Insured Persons occurring whilst traveling by the same air conveyance, the benefits payable under this Policy to each Insured Person will be paid





proportionately in ratio to the overall limit of top five (5) Sum Insured of the affected Insured Persons bears to the total amount claimed cumulatively by all the affected Insured Persons travelling in the same air conveyance. The Company's maximum liability is restricted to top five (5) Sum Insured of the affected Insured Persons travelling in the same air conveyance.

(b) The Company's maximum liability in case of losses arising out of one event is limited to Rs.45 crores. In the event of claim where the single event limit exceed Rs.45 crores, the benefits payable under this policy to each Insured person will be reduced proportionately in ratio of the overall event limit of Rs.45 crores to the total amount claimed cumulatively by all the affected Insured persons in that event.

#### **9. Grievances:**

In case the Insured Person is aggrieved in any way, the Insured Person may contact the Company at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Royal Sundaram Alliance Insurance Company Limited is located. The Insurance Ombudsman's offices are located at Ahmedabad, Bhubaneshwar, Bhopal, Chandigarh, Chennai, Guwahati, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi. For Contact Details of Insurance Ombudsman, please visit our website [www.royalsundaram.in](http://www.royalsundaram.in)

#### **MEDICAL EXPENSES EXTENSION COVER**

In consideration of the payment of an additional premium, it is hereby agreed and declared that notwithstanding anything in the within written Policy contained to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any accident resulting in death or disablement as specified in the Policy, for which a claim is made by the Insured and admitted by the Company.

In addition to the Benefits available under this Policy for death or disablement, the Company shall reimburse to the Insured an amount up to but not exceeding forty percent (40%) or the higher percentage as mentioned in the Schedule/Endorsement, of the admissible claim amount/compensation paid in settlement of a valid claim under this Policy or ten per cent (10%) of the relevant Sum Insured or such higher amount as specified in the Schedule/Endorsement of such Insured Person whichever is less. Further it is a condition precedent to the payment of such medical expenses that the medical attendants detailed account shall be submitted and is approved by the Company.

#### **Provided always that**

1. This Insurance shall not apply in so far as it applies to a female for expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter.
2. The Company shall not be liable to make any payment under this Policy in respect of
  - (a) disease, injury, death or disablement directly or indirectly due to war, invasion, act of foreign enemy, hostilities or war like operation (whether war be declared or not) or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than a passenger (fare paying or otherwise) in any licensed standard type of aircraft.



Royal Sundaram

**ROYAL SUNDARAM ALLIANCE INSURANCE COMPANY LIMITED**

Regd Office : 21, Patillos Road, Chennai 600 002.

Corporate Office : "Sundaram Towers" 45 & 46, Whites Road, Chennai  
600 014. Ph: 91-44-2851 7387 Fax: 91-44-2851 7376

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- (b) circumcision or strictures or vaccination or inoculation or change of life or beauty treatment of any description or dental or eye treatment or intentional self injury or insanity of dissipation or nervous breakdown (which expression shall cover also general disability "run down" conditions and general "overhaul") or venereal disease or intemperance or the use of intoxicating drugs or liquors or any diseased, injury, death or disablement directly or indirectly due to any one or more of them.
  - (c) subject otherwise to the terms, Exceptions, Conditions and limitations of this Policy.