



THE NEW INDIA ASSURANCE COMPANY LIMITED

Registered & Head Office- 87, M.G. Road, Fort, Mumbai-400001

RASTA APPATTI KAVACH

IRDA/NL-HLT/NIA/P-P/V.I/355/13-14

Whereas the Insured named in the Schedule below has made or caused to be made to **THE NEW INDIA ASSURANCE CO. LTD.** (hereinafter called "the Company") a written proposal dated 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 stated in the Schedule.

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

SECTION I - PERSONAL ACCIDENT

DEFINITIONS:

- 1. ACCIDENT:** An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. 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.
- 3. MEDICAL PRACTITIONER:** A Medical practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

COVERAGE:

If the Insured / Insured Person shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means then the Company shall pay to the Insured the sum hereinafter set forth that is to say :-

- a)** If such Injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the death of an insured person the capital sum insured in the schedule hereto.
- b)** If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or both hands or both feet or of the actual loss of one eye and such loss of one of two entire hands or two entire feet, or of the one entire hand and one entire foot, or of such loss of sight of one eye and

such loss of one entire hand or such loss of one entire foot of an insured person the Capital Sum Insured in the schedule hereto.

- c) If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or of the actual loss of one entire hand or one entire foot of an insured person, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.
- d) If such injury shall as a direct consequence thereof immediately, permanently, totally and absolutely disable an insured person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, the Capital Sum Insured stated in the schedule hereto.

SECTION II - Medical Expenses for bodily injury caused by and arising out of road accident.

DEFINITIONS:

1. **HOSPITAL** means any institution established for Inpatient Care and Day Care Treatment of Illness or Injury and which has been registered as a Hospital with the local authorities under the Clinical Establishment (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 Inpatient beds in towns having a population of less than 10,00,000 and at least 15 Inpatient 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 Surgery is carried out;
 - Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
2. **DAY CARE CENTRE** means any institution established for day care treatment of Illness or Injury, or a medical set-up within a Hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under:
 - Has qualified nursing staff under its employment
 - Has qualified Medical Practitioner(s) in charge
 - Has a fully equipped operation theatre of its own where Surgery is carried out
 - Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.
3. **SURGERY** means manual or operative procedure required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital or Day Care Centre by a Medical Practitioner.
4. **ROAD ACCIDENT:** Accident caused by or arising out of use of motor vehicle as defined in the Motor Vehicles (Amendment) Act, 1994. Accident shall mean collision between vehicles, collision against external objects, skidding of vehicle resulting in bodily injury, the result of these events normally give rise to Third Party claim under Motor Policies/Motor Vehicle Act.

5. **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.
6. **INJURY SERIES CLAUSE:** For the purpose of this policy where several bodily Injury claims of Insured Persons which may be attributable directly or indirectly to the same Road Accident all such claims shall be combined together and all such bodily Injury claims shall be treated as one claim.
7. **MEDICAL PRACTITIONER:** A Medical practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.
8. **QUALIFIED NURSE** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
9. **PERIOD OF INSURANCE** means the period for which this Policy is taken as specified in the Schedule.
10. **INDEMNITY LIMITS:** The limit of indemnity will be restricted to the Sum Insured selected by the insured person as mentioned in the Schedule and will apply to each policy period during the period of insurance separately.
11. **PRE-EXISTING CONDITION** means such injury which has been in existence at the time of proposing this insurance. Pre-existing condition also means any Injury or its symptoms which existed prior to the effective date of this insurance, whether or not the insured person had knowledge that the symptoms were relating to the injury. Complications arising from pre-existing injury will be considered part of that pre-existing condition.
12. **MEDICAL EXPENSES** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of illness or Injury 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.
13. **CONDITION PRECEDENT** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

COVERAGE:

Further subject to the terms, conditions and 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** road accident which would normally give rise to Third Party claim under Motor Policies/Motor Vehicle Act (hereinafter called **INJURY**) and if such **INJURY** shall require any such person upon the advice of a duly qualified physician/Medical Specialists/Medical Practitioner (hereinafter called Medical practitioner) or of a duly qualified surgeon (hereinafter called surgeon) to incur (a) hospitalization and/or medical 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 to the insured person the amount of such expenses as would fall under different heads mentioned below which are reasonably and necessarily incurred in respect thereof by or on behalf of such insured person but not exceeding the sum insured in aggregate in any one policy period as defined hereinafter.

- a) Room, Boarding expenses as provided by the Hospital/Nursing Home
- b) Nursing Expenses
- c) Surgeons, Anesthetist's, Medical Practitioner's, Consultant's Specialist's fees.
- d) Anesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Material, X-ray, Artificial Limbs and Cost of Organs and similar expenses
- e) Ambulance Charges for carrying the injured from accident spot to Hospital/Nursing Home and at the time of discharge upto residence.

EXCLUSIONS

Provided always that the Company shall not be liable under this Policy for:

1. Compensation under more than one of the sub-clauses (a),(b),(c) or (d) of Section I in respect of same injury or disablement.
2. Payment of compensation in respect of Injury or disablement directly or indirectly arising out of or contributed to or traceable to any disability existing on the date of issue of this Policy.
3. Payment of compensation in respect of death, injury or disablement of the Insured from
 - Intentional self-injury, suicide or attempted suicide.
 - Whilst under the influence of intoxicating liquor or drug.
 - Directly or indirectly caused by insanity.
 - Arising or resulting from the insured committing any breach of the law with criminal intent.
4. Payment of compensation in respect of death, injury or disablement of the Insured from (a) 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 detentions by all kings, princes and people of whatsoever nation, condition or quality.
5. Payment of compensation in respect of death of or bodily injury to the Insured directly or indirectly caused by or contributed to or arising from or traceable to ionizing radiation or contamination by radioactivity from any source whatsoever, or from nuclear weapons material.
6. Any Hospitalisation expenses incurred because of bodily injury resulting directly or indirectly, proximately or remotely from any accident other than road accident as defined in this policy.
7. Expenses on vitamins and tonics unless forming part of the Hospitalisation treatment for injury as certified by the attending medical practitioner.

8. 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, give written notice to the Company with full particulars 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. In the event of a claim admissible under section II of policy because of a road accident lodge forthwith a complaint in the nearest police station, unless it is not practicable to do so on account of reasons beyond his/her control in which case a report /complaint to be sent to the police station having jurisdiction, as soon as possible and in any case within 7 days' time, mentioned therein, the circumstances of the occurrence including the circumstances if any for not taking immediate steps to report the said accident to the police. Submission of this Police Report shall be a condition precedent to any liability of the Company to make payment under this policy.
4. If the Proposer is a owner/driver of Motor Vehicle then it is essential that the Proposer or his/her driver has a valid driving license issued by Competent Authority as per Motor Vehicle Act (Amendment) 1994.
5. 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 Person insofar as they relate to anything to be done or complied with by the Insured Person 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.
6. In the event of claim being admissible the Insured has to submit claim forms and other documents as listed below.

In case of claims arising due to road accidents:

- a) Attested copy of the F.I.R. / Panchanama
- b) Newspaper cuttings (if applicable)
- c) Photographs if any

Section I

In case death/PTD claims of personal accident:

- a) The post mortem report
- b) Death certificate
- c) Surrendering of Insurance Certificate or policy
- d) A certificate from the attending Surgeon/Physician giving complete details of Injury in extent of loss of use of organs etc.

In case of total permanent, partial disability claims like loss of eyes, loss of limbs etc.

- a) A certificate from the attending Surgeon/Physician giving complete details of Injury in extent of loss of use of organs etc.

Section II covering Hospitalisation expenses arising out of road accident.

- a) The original Hospitalisation/nursing home bills, receipts, cash memos, prescriptions, 'X' ray, pathological reports.
- b) A certificate from the attending physician stating nature or extent of injury.
- c) Any additional information and assistance as the Company may require.

Insured/Insured Persons should allow any representative of the insurers to examine the injured either at the Residence or Hospital / Nursing Home at all times and should co-operates with insurer if any claim reduction measures are suggested. Provided that in the case of a claim by death or permanent total disablement all sums will be payable on the delivery of this policy cancelled and discharged.

7. No sum payable under this Policy shall ordinarily carry interest. In case of any extra ordinary delay on the part of insurer, such claims shall be paid by the insurer as specified in IRDA (Protection of Policyholders' Interest) Regulations 2002 dated 26/04/2002
8. 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 .
9. **MISDESCRIPTION:** This policy shall be void and all premiums paid here on shall be forfeited by the Company in the event of mis-representations, mis-descriptions or non-disclosure of any material facts/particulars.
10. **SUBROGATION:** The Insured and any claimant under this policy shall at the expenses of the company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be, or would become entitled or subrogated upon the company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the Company.
11. The Policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal. The Company may at any time cancel this Policy by sending the Insured 30 days' notice by registered letter at the Insured's last known address and in such event the Company shall refund to the Insured a pro-rata premium for unexpired Period of Insurance. The company shall however, remain liable for any claim which arose prior to the date of cancellation. 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 only (table given here below) provided no claim has occurred up to the date of cancellation.

| PERIOD ON RISK | RATE OF PREMIUM TO BE CHARGED (RETAINED) |
|-----------------------|---|
| Up to one month | 1/4th of the annual rate |
| Up to three months | 1/2 of the annual rate |
| Up to six months | 3/4th of the annual rate |
| Exceeding six months | Full annual rate |

12. If any difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to arbitrator in accordance with the provisions of the Indian Arbitration Act, 1996, as amended from time to time and for the time being in force. 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 also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder, and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject 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.

13. 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.

14. **CONTRIBUTION CLAUSE APPLICABLE TO SECTION II COVERING HOSPITALISATION EXPENSES:**

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting 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.

15. **FREE LOOK PERIOD:**

The free look period shall be applicable at the inception of the first policy.

You will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable.

If You have not made any claim during the free look period, You shall be entitled to:

- 1) A refund of the premium paid less any expenses incurred by Us on medical examination of the Insured Person(s) and the stamp duty charges; or
- 2) Where the risk has already commenced and the option of return of the policy is exercised by You, a deduction towards the proportionate risk premium for period on cover.

16. **GRIEVANCE REDRESSAL:**

In the event of Insured has any grievance relating to the insurance, You 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.

ENDORSEMENT TO COVER

ACCIDENT IN THE COURSE OF AND OUT OF EMPLOYMENT

(Applicable upon specific coverage being shown in the policy schedule)

In consideration of the payment of an additional premium as specified in the Policy schedule. 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 hospital expenses necessarily incurred and expended in connection with any accident upto Rs. 25,000/- to Rs. 1,00,000/- ,As opted and specified in policy schedule, per person for injuries sustained whilst in the course of and out of employment (as defined under Workman's Compensation Act). It is imperative that this extension is offered only if Section I covering PA is covered.

For THE NEW INDIA ASSURANCE CO. LTD.

Duly Constituted Attorney(s)

N.B:In the event of dishonor of premium cheque policy automatically stands cancelled as from inception.