



The New India Assurance Co. Ltd.
(A Govt. of India Enterprise)

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MIP:1 - JAN SURAKSHA LAGHU BIMA POLICY

UIN No.IRDA/NL/NIA/P/Micro/V.I/1144/08-09

(Micro Insurance Product)

WHEREAS THE Insured designated in the Schedule hereto has by a Proposal and declaration, dated as stated in the Schedule, which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to THE NEW INDIA ASSURANCE COMPANY LTD., (hereinafter called the COMPANY) for the insurance hereinafter set forth in respect of person(s) named in the Schedule hereto (hereinafter called the INSURED PERSON) and has paid premium as consideration for such insurance,

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the insured shall sustain loss or damage to property or the insured and/or his family members shall sustain bodily injury/illness as described herein at any time or any specified period in respect of which the insured shall have paid or agreed to pay and the company shall have accepted or agreed to accept the premium required for the renewal thereof, the Company will pay to the insured the value at the time of happening of such loss of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein as the case may be, but not exceeding in any one period of insurance in respect of each of the item specified herein, the sum set opposite thereto respectively.

DEFINITIONS:

1. **An accident** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Capital Sum Insured or CSI** means the maximum amount of Accident Benefit to which an Insured/Insured Person is eligible, as specified in the Schedule.
3. **Cancellation** defines the terms on which the Policy contract can be terminated either by the Insurer or the Insured by giving sufficient notice to other which is not lower than period of 15 days.
4. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
5. **Commencement Date/Inception Date** means the commencement date of this Policy as specified in the Schedule.
6. **Congenital Anomaly** means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - **"External Congenital anomaly"** means a condition(s) which is in visible and accessible parts of the body.
 - **"Internal Congenital anomaly"** means a condition(s) which is not in visible and accessible part of the body.



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7. **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.
8. **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.
9. **Network Hospital:** All such Hospitals, Day Care centres or other providers that the Company/TPA have mutually agreed with, to provide services like Cashless access to Insured Person.
10. **Non-Network Hospital:** Any Hospital, Day Care centre or other provider that is not part of the Network.
11. **Medically necessary** means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which
 - is required for the medical management of the Illness or Injury suffered by the insured;
 - Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - Must have been prescribed by a Medical Practitioner,
 - Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
12. **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 or 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 license, provided that this person is not the Insured/Insured Person or a member of his/her family.
13. **Surgery or Surgical Procedure** means manual and/or operative procedure(s) 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/Nursing Home or Day Care Centre by a *Medical Practitioner*.
14. **Hospitalisation Expenses:** means expenses for treatment in any instance of illness or accidental injury as in-patient in a Hospital/Nursing Home for a minimum period of 24hours (except in respect of Day Care Treatment), as admissible under the policy.
15. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
 - **Acute condition** is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health



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immediately before suffering the disease/illness/injury which leads to full recovery.

- **Chronic condition** is defined as a disease, illness, or injury that has one or more of the following characteristics:-
 - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests
 - it needs ongoing or long term control or relief of symptoms
 - it requires your rehabilitation or for you to be specially trained to cope with it
 - it continues indefinitely
 - it comes back or is likely to come back.
- 16. Insured** means the Group Owner named in the Schedule who has finalized the terms on behalf of the Insured Persons and in whose name the Policy is issued.
- 17. Insured Person** means the person named in the Schedule to this Policy, having a place of residence in India and who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
- 18. Disease** means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner to that effect.
- 19. Day Care Centre:** A day care centre means any institution established for day care treatment of illness and/or injuries 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 surgical procedures are carried out.
 - maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.
- 20. Day Care Treatment:** refers to medical treatment and/or surgical procedure which is
 - Undertaken under General or Local Anaesthesia in a hospital/day care centre for less than 24 hours due to technological advancement, and
 - Which would have otherwise required hospitalization of more than 24 hours.
 - Treatment taken as an outpatient is not included under the Policy.



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- 21. Emergency Care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the insured person's health.
- 24. Pre-Existing Condition/Disease** means any condition, ailment or injury or related condition(s) for which the Insured had signs or symptoms, or was diagnosed, or received medical advice/treatment, within 48 months prior to the date of inception of Insured's first Policy with the Company as mentioned in the Schedule.
- 25. Pre-Hospitalisation Medical Expenses** means Medical Expenses incurred immediately before the Insured Person is hospitalised, provided that:
- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
 - The In-patient Hospitalization claim for such Hospitalization is admissible by the Company.
- 26. Post-Hospitalisation Medical Expenses** means Medical Expenses incurred immediately after the Insured Person is discharged from the Hospital, provided that:
- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
 - The In-patient Hospitalization claim for such Hospitalization is admissible by the Company.
- 22. Domiciliary Hospitalization** Domiciliary Hospitalization means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a Hospital but is actually taken while confined at home under any of the following circumstances:
- The condition of the patient is such that he/she is not in a condition to be removed to a Hospital, or
 - The patient takes treatment at home on account of non-availability of room in a Hospital.
- 23. Floater Benefit** means that the Sum Insured specified in the Policy shall be available for all claims by one or more Insured Persons during the Period of Insurance.
- 27. Hospital/Nursing Home:** 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



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all minimum criteria as under:

- a. has qualified nursing staff under its employment round the clock;
- b. has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- c. has qualified medical practitioner(s) in charge round the clock;
- d. has a fully equipped operation theatre of its own where surgical procedures are carried out.
- e. Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

- 24. Intensive Care Unit:** Intensive Care Unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated *Medical Practitioner(s)*, and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- 25. Deductible:** A deductible is a cost-sharing requirement under this Policy that provides that the Company will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the Company. A deductible does not reduce the Sum Insured. Deductible is applicable per Insured per Claim.
- 26. Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 27. 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 benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.
- 28. Policy Period:** means the period between the inception date and the expiry date of the Policy as specified in the Schedule to this Policy or the date of cancellation of this Policy, whichever is earlier.
- 29. Permanent Total Disablement or PTD:** means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.
- 30. Policy** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.
- 31. Qualified Nurse** means a qualified person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- 32. THIRD PARTY ADMINISTRATORS(TPA)** means any person who is licensed



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under the IRDA (Third Party Administrators - Health Services) Regulations, 2001 by the Authority, and is engaged, for a fee or remuneration by Insurance Company, for the purposes of providing health services.

33. ID Card

means the card issued to the insured person by the TPA to avail cashless facility in the network hospital.

34. Schedule means the Schedule attached to and forming part of this Policy mentioning your details, the Sum Insured, the Period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.

35. Sum Insured means, subject to terms, conditions and exclusions of this Policy, the Sum Insured representing our maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of the Insured person(s).

36. Table or Table of Benefits means the Table of Benefits specified under the Accident Benefit section of this Policy.

37. 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.

38. Contribution: Contribution is essentially the right of an insurer to call upon other insurers, liable to the same insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

39. 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.

40. Hospitalisation means admission in a Hospital for a minimum period of 24 In-Patient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

GENERAL CONDITIONS IN RESPECT OF ALL SECTIONS:

1. **Notice:** Every notice and communication to the Company required by this policy shall be in writing to the policy issuing office of the company. On the happening of insured event, immediate notice has to be given to the policy issuing office along with required documents (as stated in each Section).

2. **Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, mis-representation, mis-description or non-disclosure of any material particulars.



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The Insured/Insured Person must exercise the duty to disclose those matters to the Company in writing before opting extension, variation, endorsement or reinstatement of the Contract which may lead to adjustment in the scope of cover and/or premium, if necessary, accordingly.

3. **Reasonable Care:** The insured/Insured Person shall take all reasonable steps to safeguard the property insured against any loss or damage. The insured shall exercise reasonable care and shall take all reasonable precautions to prevent all accidents and shall comply with all statutory or other regulations.

4. **Cancellation/Termination Clause:**

The Company may at any time by giving 15 days notice in writing cancel this policy on grounds of Mis-representation, Fraud, Non-disclosure of Material Facts or non-Co-operation of the Insured, in which case the Company shall return the premium on pro-rata basis. This Policy may be terminated at any time at the request of the insured and the Company will refund the premium on short period scale (Table given here below). Once the claim is made under the policy no refund of premium is permissible. Under Floater Policy no refund is permissible for the individual member.

Period on Risk	Rate of Premium to be charged
Upto One-Month	1/4 th of the annual rate
Upto Three Months	1/ 2 of the annual rate
Upto Six Months	3/4 th of the annual rate
Exceeding Six Months	Full Annual rate

However, in case of a valid claim having being paid or reported under this policy there would be no refund of premium.

For Section V : PA Cover - In case of claim payment of 100% Capital Sum Insured, the policy would get automatically terminated with effect from the date of the claim and there would be no refund of premium.

5. **Fraud:**

If any claim under this policy shall be in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured/Insured Person or any one acting on his/her behalf to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited.

6. **Indemnity:**

The Company may at its option reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage



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or may join with any other insurer in so doing but the company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonable sufficient manner and in no case shall the company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage not more than sum insured by the Company thereon.

7. Limitation :

It is 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 12 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 purpose be deemed to have been abandoned and shall not be recoverable hereunder.

8. Free Look provision:

On the first inception of the Policy, a period of 15 days from the date of receipt of the Policy document is available to review the terms and conditions of this Policy. You have the option of cancelling the Policy stating the reasons for cancellation, if You have any objections to any of the terms and conditions. We shall refund the premium paid after adjusting the amounts spent on stamp duty charges and proportionate premium (if Policy has already commenced). Cancellation will be allowed only if there are no claims paid or reported under the Policy. Free Look provision is not available at the time of renewal of the Policy.

This is applicable to Individual Policy.

9. Observation of Terms and Conditions:

The due observance and fulfilment of the terms, conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company to make any payment under this policy.

10. Benefit Payment :

Aggregate benefit paid will not exceed the sum insured for the policy period.

11. Contribution:

If at the time of loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances whether effected by the insured or by any person or persons covering the same property, this Company shall not be liable to pay or contribute more than its ratable proportion of such loss or damage.

Note: The insured Person must disclose such other insurance at the time of making a claim under this Policy.



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12. Arbitration:

If the Company admits liability for any claim but any difference or dispute arises as to the amount payable for any claim the same shall be decided by reference to Arbitration.

The Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

No reference to Arbitration shall be made unless the Company have admitted the liability for a claim in writing.

If a claim is declined and within 12 calendar months from such disclaimer any suit or proceeding is not filed then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. Renewal Clause :

- a) The Company sends Renewal Notice as a matter of courtesy. If the insured does not receive the renewal notice, it will not amount to any deficiency of service.
- b) The Company shall not be responsible or liable for non-renewal of the policy due to non-receipt/delayed receipt of Renewal Notice or due to any other reason whatsoever.
- c) Decision to accept or reject the coverage of any person at renewal of the insurance shall rest solely with the Company. The Company may at its discretion, revise the premium rates and/or the terms and conditions of the policy every year upon renewal thereof. The renewal of this policy is not automatic. Premium due must be paid to the Company before the due date.

14. **Penal Interest:** No sum payable under this policy shall 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.

Withdrawal of Product: There is no possibility for withdrawal of Product. If withdrawn, similar product shall be provided to the insured.

Assignment:

No assignment shall be allowed irrespective of whether the coverage provided under such policies are indemnity based or benefit based.



GENERAL EXCEPTIONS IN RESPECT OF ALL SECTIONS:

The Company shall not be liable in respect of:

1. Loss, damage, liability or expenses whether directly occasioned by happening through or arising from any consequences of war, invasion, act of foreign enemy, hostilities (whether, war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or civil commotion or loot or pillage in connection herewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons/material.
5. This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel. For the purpose of Condition 4(b) only combustion shall include any self-sustaining process of nuclear fission.

Section I (A) OR I (B)

Health Insurance with Individual Sum Insured / Floater Sum Insured

1. **Coverage:** NOW THIS POLICY WITNESSES that 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 contract any disease or suffer from any illness (hereinafter called ILLNESS) or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any such Insured Person, upon the advice of a duly qualified Physician/ Medical Specialist/ Medical Surgeon (hereinafter called MEDICAL PRACTITIONER) to incur Hospitalisation Expenses (herein defined) for medical/surgical treatment at Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL/NURSING HOME/DAY-CARE CENTRE) as an inpatient, the Company will pay to the hospital / nursing home/Day Care Centre or reimburse the insured person the following expenses but not exceeding the Sum Insured for that person/family (all claims in aggregate) in one period of Insurance stated in the schedule hereto that are necessarily incurred in the treatment of such disease or injury. The policy cover is available for persons in the **age group of 3 years to 70 years.**
2. In the event of any claim becoming admissible under this scheme, the company will pay through TPA to the Hospital/ Nursing Home or insured person the amount of such expenses as would fall under different heads subject to limits mentioned below and as are reasonably and necessarily incurred thereof by or on behalf of such insured person.



Hospitalisation Benefits		Limits
A	(i) Room, Boarding expenses as provided by the Hospital/Nursing Home (ii) If admitted in IC Unit	i) Upto 0.5% of Sum Insured per day. ii) Upto 1% of Sum Insured per day.
B	Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees, Nursing Expenses	Upto 15% of Sum Insured per illness/Injury.
C	Anaesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, drugs, Diagnostic material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, artificial limbs.	Upto 15% of Sum Insured per illness/Injury.

3. Pre-hospitalisation medical charges up to 30 days period immediately before the insured's admission to hospital for that illness and
4. Actual Post hospitalisation medical charges up to 60 days period immediately after the insured's discharge from a hospital for that illness or injury.
5. Ambulances services – actual expenses for transportation of patient (insured) or Rs.500/- whichever is less in case patient has to be shifted from residence to hospital for admission in Emergency Ward or ICU or from one Hospital/Nursing Home to another Hospital/Nursing Home by fully equipped ambulance for better medical facilities.

HOSPITALISATION:

Means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.



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Haemo-Dialysis	Eye surgery
Parenteral Chemotherapy	Lithotripsy (Kidney Stone Removal)
Radiotherapy	Tonsillectomy,
Dilatation & Curettage (D & C)	Dental surgery following an accident
Hysterectomy	Coronary Angiography
Stone in Gall Bladder, Pancreas, and Bile Duct	Coronary Angioplasty
Sinusitis	Hydrocele
Prostate	Gastrointestinal
Appendectomy	Urinary Tract System
Fracture / dislocation excluding hairline fracture	Inguinal/Ventral/Umbilical/Femoral Hernia repair
Piles / Fistula	Anti Rabies Vaccination

For the purpose of claim settlement, insurer shall make direct payments to the Network provider and to the policyholders by integrating their banking system platform with the network provider or the insured, as the case may be. Provided that, if a claimant opts for payment through a cheque or Demand Draft, the insurer shall not deny such request.

The services offered by a TPA shall not include

- 1 Claim settlements and rejections with respect to the health insurance policies; However, TPA may handle claims admissions and recommend to the insurer for the payment of the claim settlement, provided a detailed guideline is prescribed by the insurer to the TPA for claims assessments and admissions in terms of capacity requirements, internal control requirements, claim assessment & admissions procedure requirements etc. under the agreement.
- 2 Any services directly to the policyholder or insured or to any other person unless such service is in accordance with the terms and conditions of the Agreement entered into with the insurer.

EXCLUSIONS:

The Company shall not be liable to make any payment under this Policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

PRE-EXISTING DISEASES/CONDITION BENEFITS will not be available for any condition(s) as defined in the policy, until 36 months of continuous coverage have elapsed, since inception of the first policy with us.

This exclusion will be deleted after THREE consecutive claim free policy year provided there was no hospitalization for the pre-existing disease/ailment/condition/injury during the said THREE years of insurance with our Company.



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30-days exclusion: any medical charges for an illness (except an illness described in 3 below) incurred within 30 days of the inception date of the policy except those incurred as a result of accidental bodily injury. The exclusion does not apply to renewals of this policy with the Company without gap.

Eighteen Months exclusion: any medical charges during the first 18 Months of continuous contract for the following ailments are excluded:

Sr. No	Name of Disease/Ailment/Surgery not covered for 18 months
1	Cataract & age related eye ailments
2	Benign Prostate Hypertrophy
3	Benign Ear, Nose, Throat disorders
4	Hysterectomy for Menorrhagia/Fibromyoma, Myomectomy and Prolapse of uterus
5	Hernia of all types
6	Piles, Fissure and Fistula in Anus
7	Stones in Urinary Systems
8	All internal & external benign tumours, cysts, polyps of any kind, including benign breast lumps
9	Gastric Duodenal Ulcer
10	Hydrocele
11	Stone in Gall Bladder & Bile duct excluding malignancy
12	Pilonidal Sinus, Sinusitis and related disorders
13	Unknown Congenital internal disease/defects
14	Non Infective Arthritis
15	Gout & Rheumatism
16	Hypertension
17	Diabetes
18	Prolapse Inter Vertebral Disc unless arising from accident
19	Skin disorders
20	Varicose Veins and Varicose Ulcers
21	Joint Replacements due to Degenerative Condition
22	Age related Osteoarthritis & Osteoporosis

4. Vaccination & Inoculation
5. Plastic surgery unless arising out of accident, cost of spectacles, contact lens, hearing aids
6. Dental treatment or surgery unless arising from disease or injury and which requires hospitalization.
7. Circumcision unless necessary for treatment.



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8. Convalescence general debility `Run Down' condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs / alcohol.
9. AIDS.
10. Cost of investigation unless positive existence of disease is proved and involving / necessitating hospitalization
11. Maternity
12. Naturopathy
13. Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
14. Cost of external medical appliances of any kind.

CONDITIONS APPLICABLE:

- 1) Upon the happening of any event, which may give rise to a claim under this policy notice with full particulars shall be sent to the insurer or TPA named in the Schedule immediately and in case of emergency within **48 hours** of Hospitalization. List of such TPAs empanelled by our Company is available on Company's Website.
- 2) All supporting documents relating to the claim must be filed with insurer or TPA within **30 days** from the date of discharge from the hospital.
- 3) All medical surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

The coverage under Section I (A) and Section I (B) is identical. However, under Section I (A) the coverage available is on individual Sum insured basis and under Section I(B) the single sum insured floats on all the members of the family.

Section II (Fire & Allied Perils) Hut / Dwellings & Contents

The Company covers the loss of or damage to insured hut / dwelling and contents therein against :

- a. Fire, Lightning, explosion of gas in domestic appliances
- b. Bursting and overflowing of water tanks, apparatus or pipes
- c. Aircraft or articles dropped there from
- d. Riot, Strike or Malicious Act
- e. Subsidence and landslide (including Rockslide) damage.
- f. Flood, inundation, storm, tempest, typhoon, hurricane, tornado or cyclone
- g. Impact damage



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- h. Terrorism
- i. Earthquake

SPECIAL EXCEPTIONS:

The Company shall not be liable in respect of:

- a. Loss or damage by burglary and /or housebreaking or theft,
- b. Loss or damage to articles of consumable nature
- c. Loss of or damage to money, securities, stamps, stamp-collections, bullion, livestock, motor vehicles and pedal cycles
- d. Loss of or damage to deeds, bonds, bills of exchange, promissory notes, shares and stock certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuable.

**Section III
(Burglary and House Breaking)
Tools, Implements and Other Assets**

The Company covers the loss of or damage to tools, implements and other assets against burglary and house breaking including theft.

SPECIAL CONDITIONS:

The company shall not be liable in respect of:

- a. Loss or damage by burglary and / or house breaking or theft where any member of the insured family is concerned as principal or accessory
- b. Loss of or damage to livestock, motor vehicles and pedal cycle
- c. Loss of or damage to money, securities for money, stamps, bullion, deeds, bills of exchange, promissory notes, stocks and share certificates, business books, manuscripts, documents of any kind, precious unset precious stones and jewellery and valuables, unless specifically declared.

**Section IV
Cattle and Livestock**

The Company covers cattle and livestock against death due to disease and or accidents. The liability is limited to market value at the time of death or the sum insured whichever is less.

The proposer has the option to cover their milch animals, bulls, bullocks, sheep and goat, pig, horse, camel. Age limits for different animals is as given below:



Type of animal	Age limit
Milch cows	2 - 10 years
Milch buffalo	3-12 years
Stud bulls	3-8 years
Bullocks	3-12 years
Horse	2-10 years
Sheep and goat	6 months to 6 years
Pig	3 months to 18 months
Camel	3-12 years

EXCLUSIONS:

1. Malicious or wilful injury or neglect, over loading, unskilful treatment or use of animal for purpose other than that stated in the policy without the consent of the company in writing.
2. Disease contracted prior to the commencement of risk.
3. Intentional slaughter of the animal except in cases where destruction is necessary to terminate incurable suffering on humane consideration on the basis of the certificate issued by qualified veterinary surgeon or in cases where destruction is resorted to by the order of lawfully constituted authority.
4. a. Transport by air and sea,
5. b. Transport by rail/road beyond 80 kilometres from the place of stabling.
6. Theft and clandestine sale of the insured animal.
7. Partial Disability of any type, whether permanent or temporary.
8. Permanent Total disability, which, in the case of Milch Cattle results in permanent
9. and total incapacity to conceive or yield milk unless specifically covered. The company's liability is restricted to 75% of Market value.
10. Any diseases contracted within 15 days from the date of risk are not covered.
11. The policy does not cover consequential loss, whatsoever.

CONDITIONS:

2. Every animal must be sound and in perfect health, and free from any injury at the time of the proposal for insurance of or any renewal.
3. The insured shall permit any authorised representative of the Company at all times to inspect animals hereby insured and premises of the insured and shall



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- furnish any information which they may require and shall comply with all reasonable regulations and directions from time to time made and given by the company.
4. The insured should employ same care and attention of the animal/s insured as if there is no insurance.
 5. In the event of illness or accident the insured shall, at his own expense immediately obtain the services of a qualified Veterinary Surgeon and cause the animal to be properly treated.
 6. In the event of loss of ear tag/s, it is the responsibility of the insured to give immediate notice to the Company and get the animal re tagged.
 7. In the event of death of animal/s covered under the policy, claim/s shall not be entertained unless the ear tag/s are surrendered to the company.

ENDORSEMENT FOR SHEEP, GOAT, PIG, HORSE & CAMEL INSURANCE:

1. Diseases such as Rinderpest, Black quarter, Haemorrhagic Septicaemia, Anthrax, Foot and Mouth Disease, Enterotoxaemia, Sheep pox, Goat pox, Swine Fever, Glanders, Tetanus, South African Horse Sickness(SAHS) and SURRA are covered by the policy if vaccinated successfully and preventive and other curative measures are taken from time to time.
2. Claims arising outside the geographical area in situations like drought, epidemics and natural calamities, necessitating movement of insured animals are payable. Relaxation of the aforesaid nature can be extended to movement of sheep and goat from lower to higher altitude as per weather conditions prevalent in the area.
3. Indemnity in case of Pig, Horse & Camel will be 80% of the Sum Insured or Market Value at the time of death, whichever is less.

Section V Personal Accident Cover

Definitions:

- 1) **Accidental Death** : Death due to any bodily injury resulting solely and directly from accident caused by external, violent and visible means.
- 2) **Permanent Total Disability(PTD)**: means disablement of Permanent and irrecoverable nature and is absolutely total(in the sense that the insured person is prevented from engaging in gainful employment of any kind) occurred due to any bodily injury resulting solely and directly from accident caused by external, violent and visible means.



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The cover is available for the persons in the age group of 5 years to 70 years. The insurance company will pay to the insured (or in case of death, to the nominee), if the insured person shall sustain bodily injury caused by external violent and visible means and such bodily injury within the 12 calendar months of its occurrence be the sole and direct cause of death or PTD as per the amounts shown in the table of benefits: -

	Table of Benefits	Amount Payable
1	Death due to accident	100% of S.I.
2	Total and irrecoverable loss of sight of both eyes or loss of use of two hands or feet or loss of sight of one eye and loss of use of one hand or foot	100% of S.I.
3	Total and irrecoverable loss of sight of one eye or loss of use of one hand or foot	50% of S.I.
4	Permanent total disablement due to accident	100% of S.I.

EXCLUSIONS:

The Company shall not be liable under this policy for:

- a) Any existing disability.
- b) Death, injury or disablement due to intentional self-injuries, suicide or attempted suicide.
- c) Death, injury or disablement whilst under the influence of intoxicating liquor or drug.
- d) Death, injury or disablement during racing, shooting, big game hunting, mountaineering, ice hockey and winter sports.
- e) Directly or indirectly caused by insanity.
- f) Any breach of law with criminal intent.
- g) War group of perils
- h) Nuclear group of perils.

CLAIM PROCEDURE:

SECTION I (A) & (B)

In the event of hospitalization, it is mandatory to inform the TPA. The TPA will provide cashless facility in the designated hospitals. In case of reimbursement cases, the insured will provide claim form, discharge card, lab reports, bills and cash memos to TPA within 10 days from the date of discharge from hospital.

SECTION II & III



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In the event of claim, the insured has to inform immediately to policy issuing office about happening of event and insured will provide all the opportunity to the representative of the insurer or Company Officials to inspect the loss /site of occurrence of loss. He will further provide all the information required by the Company or its representative for assessment of loss. The claim form giving all the details of the incident along with FIR etc. will be submitted to the Company for finalization of claim. On finalization of claim under Section IV, the insured has to provide subrogation letter and letter of indemnity.

SECTION IV

In the event of illness or accident, the insured shall, at his own expense, immediately obtain the services of a qualified veterinary doctor for the treatment of insured animal. And in the event of death of animal, the insured shall inform the company immediately. The Company at its discretion may inspect the dead animal.

The insured shall submit claim form and post-mortem report to the company within 15 days of the death of the animal.

For claims under Permanent Total Disablement of milch animals, the insured shall inform the Company and the Company will send the Veterinary Expert for the examination of the animal.

SECTION V

1. Immediate notice to be given to the Policy issuing office.
2. Claim Form to be submitted with medical certificate and bills.
3. For death Claim Nominees should submit:
 - a) Death Certificate
 - b) Original Policy
 - c) Claim Form
 - d) Postmortem Report
 - e) Police Report, if complaint is lodged.
4. Claims of person presumed to be dead due to drowning, may be settled after two years of the submission of the following documents:
 - a) Police report and final investigation report.
 - b) Report of findings by Customs/Port Authorities.
 - c) Affidavit duly notarized.
5. Subject to above, claims of persons of fishing vessels which is missing or



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a total loss will be presumed dead and claim settled accordingly.

Provided also that the due observation and fulfillment of the terms and conditions of this policy (which conditions and 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 done by the insured person specified in the Schedule here to be a condition precedent to any liability of the Company under this policy.

The Company shall within a period of 30 days on receipt of final completed set of documents/investigation reports(if applicable) offer settlement of the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of 30 days of the receipt of the final completed set of documents/investigation reports(if applicable), in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

Company shall pay interest in cases of delay in settlement of claims, as per Reg.9(6) of IRDA (Protection of Policy Holder's Interests) Regulations 2002.

IRDA REGULATIONS:

This policy is subject to Regulations of IRDA (Protection of Policyholders' Interest) Regulations, 2002 as amended from time to time.

GRIEVANCE REDRESSAL:

In the event of the policyholder having any grievance relating to the insurance, he/she may contact Grievance Cells at Policy issuing Office, Regional Office, Head Office of the Company.

In case the insured/Insured Person is not satisfied with the decision/resolution, insured/insured person may be entitled to approach office of the Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office fall.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with the full details of the complaint and the contact information of the complainant. List of Ombudsmen with addresses is attached as per Annexure I.

PROHIBITION OF REBATES

The following is a copy of section 41 of the insurance Act. 1938.

1. No person shall allow, or offer to allow. either directly or indirectly as an inducement to any person to take out or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebates of premium shown on the policy, nor shall any person talking out or renewing or continuing a policy



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- accept any rebate, except such rebate. as may be allowed in accordance with the published prospectus or table of the insurer provided that acceptance by an insurance agent of commission in connection with a policy of Life insurance taken out by himself on his own life shall not be demand to be acceptance of a rebate of premium within the meaning of the sub-section if at the time of such acceptance the insurance Agent satisfies the prescribed conditions establishing that he is bonafide Insurance Agent employed by the Insurer.
2. Any person making default in compiling with the provision of this section shall be punishable with fine which may extend to five hundred rupees.

Place:

For THE NEW INDIA ASSURANCE CO. LTD.

Date :

Duly Constituted Attorney(s)