



THE NEW INDIA ASSURANCE COMPANY LIMITED

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

BIRTHRIGHT INSURANCE POLICY

WHEREAS THE INSURED designated in the Schedule hereto has by a Proposal and Declaration as stated in the schedule, which has been the basis of this contract and is deemed to be incorporated therein, has applied to THE NEW INDIA ASSURANCE CO.LTD. (hereinafter called The COMPANY) for the insurance hereinafter set forth in respect of persons named in the Schedule hereto (hereinafter called the INSURED) and has paid premium as consideration for such insurances.

NOW THIS POLICY WITNESSETH that subject to the terms conditions exclusions and definition contained herein or endorsed or otherwise expressed hereon the Company undertakes that if during the periods stated in the schedule the insured shall whilst anywhere in India give birth to a child with CONGENITAL ANOMALIES, and if such Congenital Anomalies result into (a) Temporary Disablement or (b) Permanent Total Disablement or (c) Permanent Partial Disablement, at the time of birth or within 2 years thereof in respect of those anomalies which generally manifest later, and shall require any such insured upon the advice of a duly qualified Physician/Medical Specialist/Medical Practitioner/Paediatrician/Obstetrician/Gynecologist (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur medical/surgical expenses for treatment in India of such Congenital anomalies of the child (1) at any Clinic/Nursing Home/Hospital as herein defined (hereinafter called HOSPITAL) as in-patient or (2) on domiciliary treatment under Domiciliary Hospitalisation Benefits as hereinafter defined, the Company will pay to the Insured the amount of such expenses as are actually and necessarily incurred in respect thereof by or on behalf of such insured, but not exceeding 50% on the limit of liability specified in Schedule subject to Company's prior approval being obtained before incurring expenses in excess of 25% of the limit of liability as stated in the Schedule. These benefits would be further limited by the amounts mentioned under the respective category in TABLE OF BENEFITS.

In respect of Congenital Anomalies certified by a Medical Practitioner, Permanent Total Disablement, the Company will also deposit the balance unspent amount (unutilized limit) with a Bank or Unit Trust of India and monthly benefit by way of interest will be available to the insured for the maintenance of the child. On death of Insured, the said monthly interest will be available to the natural guardian or failing that to the legally appointed guardian under whose care the child was placed. On death of the child, the corpus amount will be available to the natural guardian or legally appointed guardian as the case may be.

In respect of congenital Anomalies certified by a Medical Practitioner as Permanent Partial Disablement, the Company will also deposit such percentage of the balance amount (unutilized limit) as certified by a Medical Practitioner to be the percentage of permanent partial disability, in Bank or Unit Trust of India and monthly benefit by way of interest will be available to the insured for the maintenances of the child. On death of Insured, the said monthly interest will be available to the natural guardian or failing that to the legally appointed guardian under whose care the child was placed. On death of the child, the corpus amount will be available to the natural guardian or legally appointed guardian as the case may be.

EXCLUSIONS

The company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any insured in connection with or in respect of

1. Congenital Anomalies directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Hostilities or warlike operations (whether war be declared or not) and breach of Criminal Law by the Insured.
2. Congenital anomalies directly or indirectly caused by or arising from ionizing radiations or contamination by radioactivity from any source whatsoever.
3. Expenses on vitamins and tonics unless forming part of treatment for congenital anomalies as certified by the attending Physician.
4. If the Insured is a heavy consumer of alcohol/narcotics/smoking.

5. If the Insured has been exposed to excessive radiation, X-rays, drugs for treatment of disease like cancer etc.
6. Conception by the Insured against medical advice.
7. Congenital Anomalies occurring due to the existence of proven inherited disorders/abnormalities in the family or in any of the earlier children to which the Insured has given birth unless the required pre-natal tests have been carried out and the reports thereof are positive.

CONDITIONS

1. Every notice or communication to be given or made under this Policy shall be delivered in writing as shown in the schedule.
2. 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 in so far as they relate to anything to be done or complied with by the Insured shall be condition precedent to any liability of the Company to make any payment under this Policy. No waiver of any terms, provisions, conditions and endorsements for this policy shall be valid, unless made in writing and signed by unauthorized official of the Company.
3. Upon the happening of any event which may give rise to claim under this Policy, notice with full particulars shall be sent to the Company within 7 days from the date of Hospitalisation/Domiciliary Hospitalisation.
4. Claim must be filed within 15 days after completion of treatment under Hospitalisation or Domiciliary Hospitalisation.
Note: Failure to give notice or file such claim in time as provided in conditions 3 or 4 may not invalidate or reduce any claim if it is substantiated that it was not reasonably possible for the Insured to give notice or file claim within the prescribed time.
5. The Insured shall obtain and furnish the Company with all original bills, receipts and other documents upon which claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.

6. The Insured shall furnish to the Company a certificate from the Medical practitioner treating the child certifying the necessity for hospitalization but allowing the child's confinement at home for necessary medical attention under one of the circumstances described in the Definition of "Domiciliary Hospitalisation Benefit".
7. Any medical practitioner authorized by the Company shall be allowed to examine the child in case of any alleged Congenital Anomalies requiring Hospitalisation or Domiciliary Hospitalisation when and so often as the same may reasonably be required on behalf of the Company.
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 means or device whether by the Insured Person or by any other person acting on her behalf.
9. If at the time when any claim arises under the Policy, there is in existence any other insurance whether it is effected by or on behalf of any Insured in respect of whom the claim may have arisen covering the same loss liability, compensation, costs or expenses, the company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses.
10. For same Congenital Anomalies the benefits shall be either under Hospitalisation Benefit or Domiciliary Hospitalisation Benefit but not under both benefits.
11. 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.
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 arbitration in accordance with the provision of the Indian Arbitration Act 1940 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 herein before provided if the Company has disputed or not accepted liability under or in respect of this policy.

13. If the Company shall disclaim liability to the Insured for any claim hereunder and if the Insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that she does not accept such disclaimer and intends to recover her claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
14. All claims under this Policy shall be payable in Indian currency.

TABLE OF BENEFITS
HOSPITALISATION AND DOMICILIARY HOSPITALISATION BENEFITS

(Amounts shown below are the maximum limits available under policy in the respective category of benefits)

	Category I - RS.	Category II- RS.	Category III - RS.	Category IV - RS.
I Hospitalisation Benefits				
a) Room, Board and Nursing expenses per day not exceeding	250	200	80	40
For the Policy period not exceeding	7500	6000	2400	1200
B. Non surgical & surgical Benefits (Including Pre-Post Hospitalisation treatment)				
a) Surgeon and Anaesthetist fees	7000	5000	3200	1000
b) Anaesthesia, Blood, Oxygen, Operation Theatre Surgical appliances	5700	2750	1000	550
c) Diagnostic Materials and X Rays	5750	3650	1000	730
d) Medical Practitioner, Consultants and				

Specialist's fees for Consultations/Visits	3875	1650	1150	330
e) Medicines and Drugs	2875	1650	1050	330
II. Domiciliary Hospitalisation Benefits (Excluding Pre and Post Hospital treatment)				
a) Anaesthesia, Blood and Oxygen	1000	900	600	180
b) Diagnostic Materials and X Ray	1000	900	600	180
c) Medicines and Drugs	1300	1000	500	200
d) Medical Practitioners, Consultants and Specialists fees for consultations/Visits	1250	750	500	150
e) Employment of a qualified Nurse to attend the patient at his/her residence	1250	750	500	150
Note: It is necessary to take prior approval from the company in case Medical Expenses exceed Rs.18,750/-, Rs.12,500/-, Rs.6,250/-, Rs.2,500/- in category I,II,III,IV respectively.				

DEFINITIONS

1. **Hospital / Nursing Home / Clinic :**

Shall be deemed to mean any institution in India operated for the care and treatment of sickness and injuries and which has been registered either as a Hospital or Nursing Home / Clinic with the local authorities and is under the supervision of a registered and qualified doctor. The term 'Hospital' shall not include an establishment which is a place of rest or a hotel.

2. **Surgical Operation :**

- i) cutting operation (not including any lancing operations or injections).
- ii) Any operation involving the reducing of fractures.
- iii) Any treatment or adjustment in respect of or any dislocation of joints or bones, orthopedic or Neurosurgery or plastic surgery by a qualified surgeon.
- iv) Stitching of wounds.

3. **Qualified Nurse :**

A person who holds a certificate / diploma of a recognized hospital / institution and who is employed on recommendations of the attending Medical Practitioner.

4. **Domiciliary Hospitalisation Benefit**

Medical treatment for a period exceeding three days for such illness/diseases/injury which in the normal course would require care and treatment whilst confined at home in India, under any of the following circumstances namely:

- i) The condition of the child is such that he/she cannot be removed to the hospital/nursing home/clinic or
- ii) The child cannot be removed to hospital/nursing home/clinic for lack of accommodation therein or
- iii) The parents prefer the child to be confined at home for treatment with the approval of the attending medical practitioner.

Subject however that domiciliary hospital benefits shall not cover expenses incurred for any congenital anomaly not listed hereunder.

5. **CONGENITAL ANOMALIES :**

The following anomalies would deem to mean congenital anomalies covered under the Policy,

<ul style="list-style-type: none"> . Ambiguous Genitalia . Anencephaly . Anophthalmos . Ano-rectal Vestibular Fistula . Apert's Syndrome . Biliary Atresia . Blindness . Branchial Sinus . Choanal Atresia . Choledochal Cyst . Cleftlip . Cleft Palate . Cloacal Anomaly . Congenital Cardiac Anomalies . Congenital Haemolaligious Disorder . Congenital Lung Emolative . Congenital Talipes EquinoVarus . Constriction Rings . Craniofacial Anomaly . Crowzon's Disease . Cyetic Hydrome . Deasfness . Diaphragmatic Hernia . Double Ureters . Double Urethra . Down's Synfrome . Duplication-Intestinal & Mediastinal . Ectopic Bladder . Ectopic Kidney . Ectoic Testes . Encephalocele . Epigastric Hernia . Epispadias . Eventration of Diaphragm . Exomphalos 	<ul style="list-style-type: none"> . Gangrene of Bowel . Gastro-Oesophageal Reflux . Ostroschials . Haemangioma . Haemolytic disease of thenew born . Haematoma . Halo Prosencephaly . Hiatus Hernia . Hirschsprung's Disease . Horse Shoe Kidney . Hydrocele . Hydrometrocolpos . Hydronephrosis . Hypogonadism . Hypospadias . Hythyroidism . Imperforate Anus . Inguinal Hernia . Inter-sex . Intestinal Atresia . Intestinal Duet Anomalies . Lymphangioina . Lymphoedema . Madelung Deformity . Malrotation of Intestine . Meckel's Diverticulum . Meconium Ileus . Meconium Plug Syndrome . Meconium Pseudocyst . Megaureters . Meningocele(Intraspinal Pathology) . Meningomyelocele (Ectopic Spinal Cord) . Neonatal Hepatitis . Neuroblastoma 	<ul style="list-style-type: none"> . Oesophageal Atresia . Other Chromosomal Anon alies . Other Cysts in Kidney . Other Foot Anomalies . Other Hand Anomalies . Other Intestinal Obstructions . Other Malignancies . Patau's Syndrome . Polycystic Kidney . Polydactyly . Polyposis Coli . Premature fusion of sutures . Preauricular Sinus & Skin tags . Pyloric Stenosis . Ranula . Recto Vaginal Fistula . Renal Agenesis . Retro Peritoneal Masses . Stenosis(Gastric,Duodenal,Heal) . Jejunal(Colonic or Rectal) . Talipes Valgus . Terutomas(Sucrococcygeal, Retroperitoneal, Medlastinal, other) . Testicular Feminisation . Thyroglossal Fistual & Cyst . Tongue Tie . Tracheo-Oesopgheal Fistual . Turner's Syndrome . Undescended Testes . Vasico Uretral Reflux . Vertical Talus . Vitello . Volvulus of Intestine . Wilms Tumour
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N.B.- IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.