



THE NEW INDIA ASSURANCE COMPANY LIMITED

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

DOCTOR'S COMPOSITE PACKAGE INSURANCE POLICY

WHEREAS the INSURED named in the schedule hereto has made to THE NEW INDIA ASSURANCE COMPANY LIMITED (hereinafter called the "COMPANY") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid or agreed to pay the premium stated herein.

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 as described herein at any time during the period of Insurance stated herein or any subsequent 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 damaged as the case may be, but not exceeding in any one period of Insurance in respect of each of the several items specified herein the sum set opposite thereto respectively.

THE COMPANY ALSO AGREES TO INDEMNIFY the Insured against such sums not exceeding the limits stated in the Schedule hereto which the Insured shall become legally liable to pay for compensation by reason of any claim made against the Insured or damages as a result of accidental bodily injury sustained during the said period directly and solely caused by the negligence omission or error wherever the same was or may have been committed by the insured personally in his professional capacity as a medical practitioner or by any body else acting on his behalf, more particularly described in the Schedule hereto.

GENERAL CONDITIONS

1. **NOTICE** : Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this insurance is effected.
2. **MISDESCRIPTION** : This policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of mis-representation mis-description, or non-disclosure of any material information.
3. **REASONABLE CARE** : The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage. The insured shall exercise reasonable care that only competent employees are employed and shall take all reasonable precaution to prevent all accidents and shall comply with all statutory or other regulations.
4. **CANCELLATION** :The policy can be cancelled at any time at the request of the insured in writing to the Company, in which case the Company will retain the customary short term premium for the time policy has been in force. However, no refund will be allowed if there be any claim under this policy. The insurance may also at any time be terminated at the option of the Company on the notice to that effect being given to the insured at his last known address registered in the Company's book in which case, the Company will be liable to repay on demand a rateable portion of the premium for the unexpired term from the date of cancellation. Such notice shall be deemed to have been received by the insured at the time when the same would be delivered in the ordinary course of post.
5. **CLAIMS PROCEDURE** :
 - i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy :
 - a) in the event of theft, lodge forthwith a complaint with the police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.
 - b) Give immediate notice thereof to the Company and shall within fourteen (14) days thereafter furnish to the Company at his own expense, detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.
 - ii) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the policy give immediate notice thereof to the Company and shall forward to the Company forthwith

every written notice or information of any verbal notice of claim and shall send to the Company any writ summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate pay settle admit or repudiate any claim without such consent.

6. **CONTRIBUTION** : In the event of any loss, damage covered by this policy there shall be any other Insurance covering the same loss, damage whether effected by the Insured or not, the policy shall pay only so much of the excess of such loss, damage liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this policy.
7. **FRAUD** :If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf, to obtain any benefit under this Policy all benefits under the Policy shall be forfeited.
8. **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 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 reasonably sufficient manner and in no case shall the Company be bound to expend more in re-instatement than it would have cost to reinstate such property as it was at the time of occurrence of such loss or damage or more than the sum Insured by the Company thereon.
9. **ARBITRATION & DISCLAIMER** : If any dispute or difference shall arise as to the quantum to be paid under the 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 to 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 arbitraion as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

"It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that award by such arbitrators or umpire of the amount of the loss or damage shall be first obtained."

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 twelve 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 purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
10. **OBSERVATION OF TERMS AND CONDITIONS** : The due observance and fulfillment to 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 the policy.

GENERAL CONDITIONS

The Company shall not be liable in respect of :-

1. Loss, damage, liability or expense, whether direct or indirect 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 pilferage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. a. Loss or damage directly cause by or arising from or in consequence of or contributed to by nuclear weapons material.
b. 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 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 Condition 4(b) only combustion shall include any self-sustaining process of nuclear fission.
5. Loss or Damage caused by Terrorism and Sabotage activities.

TABLE "A" (I)

BUILDING / CONTENTS (EXCLUDING MONEY AND VALUATIONS)

The Company will indemnify the Insured in respect of loss of or damage to the Building / Contents, whilst contained in the Insured premises by :

- (a) Fire, Lightning, Explosion of gas in domestic appliances
- (b) Bursting and overflowing of water tanks, apparatus or pipes
- (c) Aircraft or articles dropped therefrom
- (d) Riot, Strike or Malicious Act
- (e) Earthquake, Fire and/or Shock, Subsidence and Landslide (including Rockslide) damage
- (f) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone
- (g) Impact damage

SPECIAL EXCEPTION

The Company shall not be liable in respect of

- (i) loss or damage to livestock, motor vehicles and pedal cycles;
- (ii) loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables.

SPECIAL CONDITION OF AVERAGE

If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a ratable proportion of the loss accordingly, Provided, however, that if the sum insured hereby on the property insured shall at the breaking out of such fire or at the commencement of such destruction or damage be not less than 85% (eighty five percent) of the collective value of the property insured, this condition shall be of no purpose and effect.

COMPULSORY DEDUCTABLE (EXCESS)

- a) The first 5% of each & every claim subject to a minimum of Rs. 10,000/- & maximum of Rs. 25,000/- in respect of each & every loss arising out of "Act of God Perils" such as lightning STFI, Earthquake, Subsidence & Landslide & Rockslide covered where the policy.
- b) The first Rs. 10,000/- for each & every loss arising out of other perils in respect of which insured is indemnified by this policy.

TABLE "A" (II)

**BURGLARY AND HOUSEBREAKING OR THEFT-CONTENTS
(EXCLUDING MONEY AND VALUABLES)**

The Company will indemnify the Insured in respect of loss or damage to the contents whilst contained in the Insured premises by burglary, housebreaking or theft.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- (i) loss or damage by burglary, housebreaking or theft where any employee of the Insured or member of the Insured's family is concerned as principal or accessory.

- (ii) loss of or damage to livestock, motor vehicles and pedal cycles.
- (iii) loss of or damage to money, securities for money, stamps, bullion, deeds, bonds, bills of exchange, promissory notes, stock and share certificates, business books, manuscripts, documents of any kind, unset precious stones and jewellery and valuables.

CONDITION OF AVERAGE

If the property hereby Insured shall at the time of any loss or damage by collectively of greater value than the sum insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear rateable proportion of the loss or damage accordingly. Every item, if more than one of the policy shall be separately subject to this condition.

TABLE "B" FIDELITY GUARANTEE

If the Insured shall sustain direct pecuniary loss caused by act of fraud or dishonesty committed by any salaried person employed by the Insured in the Insured premises, the Company will indemnify the Insured in respect of such loss provided that

- (a) the loss shall have occurred in connection with his occupation and duties during the uninterrupted continuance of his employment and be discovered within six months after the death, dismissal or retirement of such person or six months after this policy shall have ceased to exist, whichever of these event shall happen first and
- (b) the liability of the Company in respect of any one person or all persons so employed and in respect of all losses in any one period of Insurance is limited to the sum set opposite in the Schedule.

SPECIAL CONDITIONS

1. In the event of loss or damage the Insured shall at once give notice to the police and take all practicable steps for discovering and punishing the guilty persons and for tracing and recovering the property lost and shall be bound to satisfy the Company that the loss claimed for has actually arisen from one of the causes insured against.
2. The Company shall not be called upon to pay more than one claim in respect of the acts or defaults of any one of the employees and then only in respect of acts and defaults committed since the date of commencement of risk mentioned in the schedule hereto for such employees. Provided always and it is hereby declared that the Company shall not be liable for any act or default of such employees done or omitted to be done after the discovery by the insured of any act of forgery, embezzlement, larceny or fraudulent conversion on the part of such employees. All sums payable hereunder shall be payable at the Company's office and no sum payable under this policy shall carry interest and the Company shall carry interest and the Company shall cease to be liable for any such sums unless claimed within one year after the same become due.
3. The Insured shall if and when required by the Company but at the expense of the Company if a conviction be obtained use all diligence in prosecuting any of the employed to conviction for any act which such employed shall have committed and in consequence of which a claim shall have been made under this policy and shall at the Company's expense give all information and assistance to enable the Company to sue for and obtain reimbursement by any such employed by reason of whose acts or defaults a claim has been made or by the estate of such employed of any moneys which the Company shall have become liable to pay in respect thereof.
4. Provided also that an amount equal to any salary or commission which but for the acts or defaults on which the claim shall be founded would have become payable by the Insured to the Employed in respect of which a claim is made hereunder or any other money which shall be due to such employed from the Insured shall be deducted from the amount payable under this policy and that all money estate and effects of such Employed in the hands of or received or possessed by the Insured and all sums which may be or may prior to the settlement of the claim become due from the insured to the Employed and also all moneys or effects which shall come into the possession or power of the Insured for or on account of such employed after discovery of any act on the part of such Employed, in respect of which any claim shall be made on this Policy shall be applied by the Insured in and towards making good the amount of his claim under this policy in Priority to any other claim to the Insured upon such moneys estates or effects.

TABLE "C"

(MONEY - IN - TRANSIT)

The Company will indemnify the Insured in respect of loss by accident or misfortune whilst the Insured's money is in his hands or in the hands of his employees in transit, between any two places within a radius of fifteen miles from the insured's premises.

PROVIDED ALWAYS THAT :

- (1) In no event the Company shall be liable for any loss which is not discovered within a period of 2 days from its occurrence and not notified forthwith to the Company in writing.
- (2) A complete account of cash received and sent through authorized employees for deposits in bank etc. is kept. The liability of the Company is limited to the amount shown in the schedule.

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- (a) loss of money where any employee of the insured or member of the Insured's family is concerned as principal or accessory or arising out of or attributable to act of fraud or dishonesty committed by one or more of the employees carrying the money.
- (b) shortage due to error or omission.

TABLE "D"

DOCTOR'S KIT

If the Insured shall sustain any loss to the kit (Doctor's kit) by fire, theft or accident during his personal visits to the patients within the municipal city limits than the Company will indemnify the insured such loss to the extent of intrinsic value of the property so lost or destroyed or such damage to the property sustained or at its option, reinstate or replace the property, subject to the limit specified in the Policy.

TABLE "C"

ALL RISKS

(ECG AND OTHER ELECTRONIC APPLIANCES USED IN DOCTOR'S PROFESSION)

The Company will indemnify the Insured in respect of loss of or damage to ECG and Other electronic appliances caused by Accident or Misfortune anywhere in India provided that the liability of the Company in respect of any one item in any one period of insurance will not exceed the sum insured set against such item in the schedule hereto and not exceeding in the aggregate the total sum insured thereby. Provided further that where damage to any item can be repaired the Company will pay expenses necessarily incurred to restore the damage item to its former state of serviceability not exceeding the sum insured in respect of such item.

SPECIAL EXCEPTIONS

(Applicable to Table "D" & "E")

The Company shall not be liable in respect of :-

- i) loss or damage due to cracking, scratching or breakage of lens or glass whether part of any equipment or otherwise or to and other articles of brittle or fragile nature unless such loss or damage arise from accident to railway train or ship or aircraft or vehicle by which such property is being conveyed.
- ii) loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- iii) loss or damage caused by mechanical electrical derangement or over winding of watches and clocks.
- iv) theft from car except from car of fully enclosed saloon type having all the doors, windows and other opening securely locked and properly fastened.
- v) loss or damage whilst being conveyed by any carrier under contract of affreightment.
- vi) 5% of each and every claim.

TABLE "F"

SIGN BOARD

The Company will indemnify the insured in respect of loss or damage to Sign Board, belonging to the insured by

- a) Accidental external means
- b) Fire, Lightning or External Explosion or theft
- c) Riot, Strike or Malicious Act
- d) Flood, Inundation, Storm, Tempest, Typhoon, Hurricane, Tornado or Cyclone

provided that the liability of the Company in respect of any one loss or all losses in any one period of insurance is limited to the sum set against in the Schedule.

SPECIAL EXCEPTONS

- i) The fusing or burning out of any Bulbs and/or Tubes arising from short-circuiting or arcing or any other mechanical or electrical breakdown or faults.
- ii) Depreciation and/or wear and tear due to any cause whatsoever.
- iii) Any consequential loss.
- iv) The first Rs.50/- of each and every loss arising under table "F" "(d)

TABLE "G"

DOCTOR'S PROFESSIONAL INDEMNITY INSURANCE

The Company will indemnify the Insured such sums not exceeding the limits stated in the Schedule hereto which the Insured shall become legally liable to pay for compensation by reason of any claim made against the Insured or damages as a result or accidental bodily injury sustained during the said period directly and solely caused by the negligence omission or error wherever the same was or may have been committed by the Insured personally in his professional capacity as a medical practitioner or by any body else acting on his behalf, more particularly described in the schedule hereto.

PROVIDED THAT :

- (1) The negligence, omissions or error has been committed in the Union of India.
- (2) In addition to compensation as above the Company agree that in the event of the Company requiring any claim to be contested by the Insured the Company will pay all the cost, charges and expenses in connection therewith; provided further that if the claims be successfully resisted by the Insured the Company will pay all costs, charges and expenses insured by the Insured in connection therewith upto but not exceeding the sum insured under this Policy.
- (3) At any time after the happening of any event giving rise to a claim or series of claims under this Policy the Company may pay to the Insured the full amount of the Company's liability and relinquish the conduct of any defence settlement of proceedings and the Company shall not be responsible for any damage alleged to have been caused to the Insured in consequence of any action or omission of the Company in connection with such defence settlement or proceedings or of the Company in connection with such defence settlement or proceedings or of the Company relinquishing such conduct; nor shall the Company be liable for any costs, charges and expenses whatsoever incurred by the Insured or any claimant or other person after the Company shall have relinquished such conduct.
- (4) If any claim under this Policy is covered in whole or part by other Insurance the liability of the Company shall be limited to their rateable proportion of such claim.
- (5) There shall be no liability hereunder in respect of any claim made against the insured arising out of any negligent act, error, or omission committed or alleged to have been committed prior to the commencement or after expiry of insurance under this policy.

The Company will always have the right to take over the conduct of the defence of any proceedings filed against the insured before the Medical Council or before any State Medical Council or any criminal proceedings filed against the

doctor provided that such proceedings are directly or indirectly connected with any act, omission, negligence or error committed by the insured personally in his professional capacity as a medical practitioner or anybody else acting on his behalf and the Company will bear all costs, charges and expenses in connection with the defence of any such proceedings.

GENERAL EXCLUSIONS

The Company shall not be liable under this policy to pay any compensation in respect of :

- (1) Injury to any person at the time of sustaining such injury is engaged in the service of and/or is acting on behalf of the Insured.
- (2) Liability caused by or in connection with or arising from :
 - a. The possession or use of any land or building
 - b. The ownership possession or use of any vehicle, vessel craft or animal
 - c. Any contract of indemnity which imposes on the Insured a liability which the Insured would not otherwise have incurred, but for a such contract.
 - d. Any claims arising out of as a result of violation of any Act Law or Statute.
 - e. The Insured's acts of commission or omission as a private individual.
- (3) The policy shall not indemnify the Insured in respect of any claim against him for libel or slander or brought about or contributed to by the fraudulent or criminal or malicious act by any person at any time employed by the Insured in his profession.

SPECIAL CONDITIONS

- (1) The liability of the Company hereunder shall not exceed for one claim and for all claims during the policy period under this policy the sums stated against each limit mentioned in the schedule except that (subject to the provisions hereof) the Company will also bear all costs and legal expenses incurred with prior consent in defending or conducting or settling out of court case on behalf of the Insured person in the protection of his professional interest as also legal costs, awarded to the other side by a Court of Law within the limits stipulated in the shedule.
- (2) The Insured person shall as a condition precedent to his right to be indemnified under this policy give to the Company immediate notice in writing :
 - (a) of any claim made against the Insured person in writing or
 - (b) of the receipt of any notice in writing from any person of an intention to hold the Insured responsible for the result of any breach or alleged breach of duty as a doctor
 - (c) of the receipt of any notice or summons in respect of any criminal proceedings filed or to be filed against the Insured holding him responsible for the result of any breach or alleged breach of duty as a Doctor and alleging commission of any criminal offence against the Insured.
 - (d) of the receipt of any notice in writing from the Indian Medical Council or any State Medical Council alleging professional misconduct against the Insured; and shall in all the cases upon request give to the Company such information as the Company may require.

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