

The New India Assurance Co. Ltd.

Head Office :- 87, M.G. Road, Mumbai - 400 001

POLICY
(GRAM AROGYA YOJANA)
GROUP SURGICAL OPERATIONS INSURANCE POLICY
AND ACCIDENTAL DEATH INSURANCE COVER FOR HEAD OF THE FAMILY

1. 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 Gram Panchayat (called the Insured) covering entire population of village including their eligible Family Members named in the Schedule hereto (hereinafter called the INSURED PERSON) and has paid premium as consideration for such insurance,

1.1 NOW THIS POLICY WITNESSETH 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 has to undergo a surgical operation and incurs hospitalisation expenses towards surgical operation at any Hospital/ Nursing Home in India or towards Day care surgery as herein defined (hereinafter called HOSPITAL/ Day Care Procedure) as an inpatient, the Company will pay to the Insured Person the amount of such expenses as 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 period of insurance stated in the schedule hereto,

A) Room, Boarding Expenses as provided by the hospital/nursing home which includes Registration & Admission Fees.

B) Nursing Expenses.

C) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees

D) Anaesthesia, Blood, Oxygen, Operation Theater Charges, Surgical Appliances, Medicines & Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs & Cost of Organs and similar expenses.

E) Reasonable expenses incurred for ambulance from Gram Panchayat to nearest Hospital/ Nursing Home at the time of admission and discharge only (If condition of

the patient is critical and regular ambulance is not available in remote areas reasonable expenses on any mode of transport will be admissible subject to limits available in the policy).

(N.B. Company's Liability in respect of all claims admitted during the period of insurance shall not exceed the Sum Insured per person per annum to be reckoned from the date of inception of the risk as mentioned in the schedule.)

2 DEFINITIONS :

2.1 'HOSPITAL/NURSING HOME' means any institution in India established for indoor care and treatment of sickness and injuries and which

Either

(a) has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.

OR

(b) should comply with minimum criteria as under :-

i) Fully equipped operation theater of its own wherever surgical operations are carried out

ii) Fully qualified Nursing Staff under its employment round the clock.

iii) Fully qualified Doctor(s) should be in-charge round the clock.

2.1.1 The term 'Hospital/Nursing Home' shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or a similar place.

2.2 "Surgical Operation" means operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of such surgical condition, relief of suffering and prolongation of life.

2.3 Day Care Procedure - Any medical curative procedure which does not require overnight stay in the hospital.

2.4 Expenses on Hospitalisation for minimum period of 24 hours are admissible. However, this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy; taken in the Hospital/Nursing Home and the Insured is discharged on the same day, the treatment will be considered to be taken under Hospitalisation Benefit. Further in case of Day Care Procedure this condition will not apply.

2.5 PRE-EXISTING CONDITIONS :-

The pre-existing conditions are those conditions which existed prior to or at the time of inception of the first policy period and may lead to precipitation of a illness/

disease/ injury as defined in the policy. In case of annual policy if the renewal is effected with any break, the pre-existing condition will apply afresh as though the risk is assumed for the first time.

3.0 ANY ONE ILLNESS

Any one illness will be deemed to mean continuous period of the illness/disease/injury for which surgical operation is undergone and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. Occurrence of same treatment after a lapse of 45 days as stated above will be considered as fresh treatment for the purpose of this policy.

3.1 PRE-HOSPITALISATION

Relevant medical expenses incurred during period upto 30 days prior to hospitalisation on illness/disease/injury sustained will be considered as part of claim mentioned under item 1.1 above.

3.2 POST-HOSPITALISATION

Relevant medical expenses incurred during period upto 60 days after Hospitalisation for illness/disease/injury sustained will be considered as part of claim as mentioned under item 1.1 above.

3.3 MEDICAL PRACTITIONER means a person who holds a degree/diploma of a recognised institution and is registered by Medical Council of respective State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon.

3.4 QUALIFIED NURSE means a person who holds a certificate of a recognised Nursing Council and who is employed on recommendation of the attending Medical Practitioner.

4.0 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 :-

4.1 Pre-existing conditions as defined in 2.5 above.

4.2 Any disease/illness/injury which the Insured Person contracts within the first 30 days of commencement period of insurance policy except in case of disease/illness/injury arising out of accident.

4.3 During the first year of the operation of insurance cover, the expenses on treatment of diseases such as Cataract, Benign Prostrate Hypertrophy, Hysterectomy for Menorrhagia, or Fibromyoma, Hernia, Hydrocele, Congenital Internal disease, Fistula in anus, piles, Sinusitis and related disorders are not payable. If these diseases are pre-existing at the time of proposal they will not be covered even during subsequent period or renewal too.

- 4.4 Injury/disease directly or indirectly caused by or arising from or attributable to War invasion, Act of foreign enemy, War like operations (whether war be declared or not)
- 4.5 Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as part of any illness.
- 4.6 Cost of spectacles and contact lenses and hearing aids.
- 4.7 Dental treatment or surgery of any kind unless requiring hospitalisation.
- 4.8 Convalescence, general debility, 'Run-down' condition or rest cure, Congenital , external disease or anomalies, sterility, venereal disease, intentional self injury and use of intoxication drugs/alcohol.
- 4.9 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.
- 4.10 Charges incurred at Hospital or Nursing Home primarily for diagnosis, X-Ray or Laboratory examination not consistent with incidental to the diagnosis and treatment of positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.
- 4.11 Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
- 4.11.1 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
- 4.12 Treatment arising from or traceable to pregnancy, childbirth including cesarean section.
- 4.12.1 Voluntary medical termination of pregnancy during the first 12 weeks from the date of conception.
- 4.13 Naturopathy Treatment
- 4.14 All hospitalisation expenses relating to any ailment/ disease not resulting into a surgical operation as defined in the policy (2.2 & 2.3).

5.0 **CONDITIONS**

- 5.1 Every notice or communication to be given or made under this Policy shall be delivered in writing at the address as shown in the Schedule.
- 5.2 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 authorised 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 in so far 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 the Policy. No waiver of any terms, provisions, conditions and endorsement of this policy shall be valid unless made in writing and signed by an authorised official of the Company.

- 5.3 Preliminary notice of claim with particulars relating policy numbers, Name of Insured Person in respect of whom claim is made, Nature of illness/disease/injury and Name and Address of the meeting Practitioner/Hospital/Nursing Home should be given by the insured Person attending Medical Practitioner/Hospital/Nursing Home should be given by the insured Person to the Company within seven days from the date of Hospitalisation/Domiciliary Hospitalisation
- 5.4 Claim must be filed within 30 days from date of discharge from the hospital.
Note: Waiver of this Condition may be considered in extreme cases of hardship where 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.
- 5.5 The Insured Person shall obtain and furnish the Company with all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.
- 5.6 Any medical practitioner authorised by the Company shall be allowed to examine the Insured Person in case of any alleged illness/disease/injury requiring Hospitalisation when and so often as the same may reasonably be required on behalf of the Company.
- 5.7 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 his behalf.
- 5.8 If at the time when any claim arises under this policy, there is in existence any other insurance (other than Cancer Insurance Policy in collaboration with Indian Cancer Society) whether it be effected by or on behalf of any Insured Person 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 ratable proportion of any loss, liability, compensation, costs or expenses. The benefits under this Policy shall be in excess of the benefits available under Cancer Insurance Policy.
- 5.9 The Policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal and 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 herebelow)

provided no claim has occurred upto the date of cancellation.

<u>PERIOD ON RISK</u>	<u>RATE OF PREMIUM TO BE CHARGED</u>
Upto one month	1/4 th of the annual rate
Upto three months	1/2 of the annual rate
Upto six months	3/4th of the annual rate
Exceeding six months	Full annual rate

- 5.10 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 provisions 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 hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.
- 5.11 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 he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 5.12 All claims under this policy shall be payable in Indian Currency. All medical treatments for the purpose of this insurance will have to be taken in India only.
- 5.13 This insurance policy is issued for a period of one year and subject to review at the time of renewal. Continuation of insurance cover will be available if the renewal premium is paid in time. On continuation of insurance cover and timely remittance of premium insured becomes eligible to following benefits from first day after renewal.
- (a) Payment for hospitalisation cost for surgical operation and treatment thereof sustained even during first 30 days of renewal (Ref. Deletion of 4.2)

Renewal of insurance cover : A further period of 7 days from the date of expiry will be permissible in exceptional cases subject to Health Certificate from Medical Practitioner at the cost of the insured.

(N.B. : Any covered illness/disease/injury contracted during the period of 7 days extension will be excluded from the date of renewal in addition to other illness/disease/injury excluded in the expiring policy, whereas other benefits mentioned above in item 6(a) will be permissible.)

5.14 BONUS/ MALUS :

(a) LOW CLAIM RATIO DISCOUNT (BONUS) :

Low Claim Ratio discount at the following scale will be allowed on the Total premium at renewal only depending upon the incurred claims ration for the entire group insured under the Group Surgical Operations Insurance Policy for the preceding 3 completed years excluding the year immediately preceeding the date of renewal. Where the Group Surgical Operations Insurance Policy has not been in force for 3 completed years, such shorter period of completed years excluding the year immediately preceding the date of renewal will be taken into account.

Incurring Claims ratio under the Group Policy	Discount %
Not exceeding 60%	5
Not exceeding 50%	15
Not exceeding 40%	25
Not exceeding 30%	35
Not exceeding 25%	40

(b) HIGH CLAIM RATIO LOADING (MALUS) :

The Total Premium payable at renewal of the Group Policy will be loaded at the following scale depending upon the incurred claims ration for the entire group insured under the Group Surgical Operations Insurance Policy for the preceding 3 completed years excluding the year immediately preceding the date of renewal. Where the Group Surgical Operations Insurance Policy has not been in force for the 3 completed years, such shorter periods of completed years, excluding the year immediately preceding the date of renewal will be taken into account.

Incurring Claims Ratio under the Group Policy	Loading %
Between 70% and 100%	25
Between 101% and 125%	55
Between 126% and 150%	90
Between 151% and 175%	120
Between 176% and 200%	150
Over 200%	Cover to be reviewed

Note :

1. Low Claim Ratio Discount (Bonus) or High Claim Ratio Loading (Malus) will be applicable to the Premium at renewal of the Policy depending on the incurred Claims Ratio for the entire Group insured.

2. Incurred claim would mean claim paid plus claims outstanding in respect of the entire group insured under the policy during the relevant period.

6.0 Sum Insured :

A fixed Sum Insured of Rs. 10,000/- for a family of four which can be utilised by any of the four family members individually or jointly during the period of insurance. If there are more than four members in the family the sum insured will be increased by Rs. 1,000/- for each family member subject to payment of additional premium. Even though number of persons in a particular family are less than four a floating sum insured of Rs. 10,000/- will be available on number of members in the family.

7.0 Notwithstanding anything mentioned above, this policy is extended to cover Accidental Death involving Head of the family as described in the Schedule to the policy. This

additional extended cover with pay amount of Rs. 10,000 (Rupees Ten Thousand only) in case the Head of the family as described in the schedule to policy dies as a direct consequence of an accident occurring during policy period. Accident in this connection is defined as one caused by external violent and visible means and compensation would be payable to the family members as named in the schedule to the policy, provided that the accident so caused is the proximate cause of death.

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AND ACCIDENTAL DEATH INSURANCE COVER FOR HEAD OF THE FAMILY

SCHEDULE attached to and forming part of Policy no. _____

Sr.No. *	Names of Insured Persons (starting with Head of the family and followed by other members)	Relation of the Dependent to the Member of the Insured	Age	Sex	Pre-existing disease/ injury to be excluded under the policy	Sum Insured
1.						
2.						
3.						

PERSONAL ACCIDENT DEATH COVER (for Head of family)

This cover is extended to

1. Shri _____

as mentioned above