



THE NEW INDIA ASSURANCE COMPANY LIMITED

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

RAJRAJESHWARI MAHILA KALYAN BIMA YOJNA (NEW)

(For Women in the age group 10 – 75 years)

Whereas the Insured named in the Schedule hereto has made or caused to be made to The New India Assurance Co. Ltd.. (hereinafter called ‘the company’) a written proposal (warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein and has paid to the Company the premium stated for the insurance of the risks hereinafter specified occurring during the period stated in the Schedule.

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

The Insurance cover would be available on 24 hour risk basis. If the Insured shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means, and if such injury shall within 6 calendar months (unless otherwise specified) of its occurrence lead to disablement as specified below, then the Company shall pay to the Insured the sum hereinafter setforth that is to say :

| | | |
|----|---|-------------|
| a) | Permanent Total Disablement | Rs.25,000/- |
| b) | Loss of one limb and one eye or loss of both eyes and/or loss of both limbs | Rs.25,000/- |
| c) | Loss of one limb / sight in one eye | Rs.12,500/- |

It is further understood and agreed as under :

- 1). In the case of unmarried woman the policy will be extended to cover death due to accident as defined in the policy in which event the compensation will be payable to the nominee or legal heir. The compensation shall be Rs.25,000/-.
- 2). In the case of married woman the policy will be extended to cover the death of the insured's husband arising out of accidental death caused by external violent and visible means in which event the compensation will be payable to the wife only. The compensation shall be Rs.25,000/-. It is clarified for avoidance of doubt that in the event of wife predeceasing the husband or in the event of simultaneous death of both the husband and insured wife no compensation shall arise under this extension.

Definition / Explanation :

Permanent Total Disablement means such disablement of a permanent nature, as incapacities an insured for all work which she was capable of performing at the time of the accident resulting in such disablement.

Death or disability by accident caused by external, violent and visible means would include Death and or Permanent Total Disablement arising out of or traceable to slipping and/or falling from the mountainous terrain; biting by insects, earthquake, cyclone and other convulsions of nature and/or calamities; murder and terrorist activities. In the case of woman it also includes Death and or Permanent Total Disablement caused by surgical operations such as sterilization, cesarean,

hysterectomy, i.e. removal of uterus and removal of breast/s due to cancer operations, death at the time of child birth provided that such death occurs during the surgical operation in hospital / nursing home or whilst being in the hospital / nursing home after such surgery convalescence, however not beyond a period of seven days from the date of surgical operations.

The Company shall pay to the insured the sum hereinafter set forth subject to the insured opting for the extended coverage on payment of additional premium as agreed to :

| Sr. No. | Risk Covered | Compensation payable |
|---------|--|---|
| i. | Temporary total disablement arising out of an accident defined hereabove and resulting in hospitalization as an inpatient resulting in total disability to engage in any occupation or work or employment | Rs.500/- per month subject to max. of Rs. 1,500/- |
| ii. | Legal Divorce : Actual legal expenses necessarily incurred for legal divorce proceedings initiated during the currency of the policy and incurred during the currency of the policy or during renewal of the policy but once in life time of the insured and provided the expenses shall be reimbursed only on obtaining divorce decree. | Actuals not exceeding Rs. 2,000/- |
| iii. | Loss and or damage to household goods / personal effects whilst contained in house / dwelling arising out of fire, lightening, riots, terrorism, storm, typhoon, flood, cyclone and earthquake. | Rs. 2,000/- |

PROVISIONS :

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

- i. Compensation under more than one of the sub clauses (a), (b), (c) and (d) in respect of death and or disablement.
- ii. Payment or compensation in respect of death, injury or disablements directly or indirectly arising out of or contributed to by or traceable to any disability already existing on the date of commencement of this policy.
- iii. Death injury or disablements arising from or traceable to :
 1. Intentional self injury, suicide or attempted suicide
 2. Whilst under the influence of intoxication, liquor or drugs
 3. Directly or indirectly caused by insanity.
 4. Arising or resulting from the insured committing any breach of law with criminal intent.
- iv. Death, injury or disablements and loss or damage to property arising out of ionizing radiation or contamination by radio-activity from any source whatsoever.
- v. Death, injury or disablements and loss or damage to property directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
- vi. Death, injury or disablement of the insured and any loss or damage to property occasioned by or through or in consequence directly or indirectly of any of the following occurrences namely :

- a. War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) Civil war.
- b. Mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power
- vii. Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- viii. Loss or damage to property occasioned by or through or in consequence of :
 - i. The burning of property occasioned by or through or in consequence of
 - ii. Subterranean Fire
 - iii. Volcanic eruption or other convulsions of nature
- ix. Loss or damage to property such as :
 - a. Goods held in trust or on commission
 - b. Bullion or unset precious stones
 - c. Any curious or work of art
 - d. Manuscripts, plans, drawings or designs, patterns, models
 - e. Securities, obligation or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer system records
 - f. Explosives
- x. Any payment in excess of sum insured under this policy during my one year of insurance, for any one insured person.

CONDITIONS :

1. Upon the happening of any event which may give rise to a claim under this Policy the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown the insured shall, within one calendar month after the event which may give rise to a claim under the Policy, give written notice to the Company with full particulars of the claim.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based Any medical or other agent of the Company shall be allowed to examine the person of the Insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company, and in the event of death, to make a post-mortem examination of the body of the Insured, and such evidence as the Company may from time to time require (including a post-mortem examination, if necessary) shall be furnished within fourteen within fourteen days after demand in writing, and in the event of a claim in respect of loss of sight the insured shall undergo at the Insurer's expense such operation or treatment as the Company may reasonably deem desirable.
3. No sum payable under this Policy shall carry interest.
4. The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured.
5. The Company may at any time by notice in writing cancel this Policy. Provided that the Company, shall in that case return to the Insured the then last paid premium less a pro-rata part thereof for the Portion of the current Insurance period which shall have expired such notice shall be deemed sufficiently given if posted addressed to the Insured at the address last registered in the Company books and 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.

6. If the Insured shall at any time during the continuance of the Policy be insured against similar Rajrajeshwari Mahila Kalyan Yojna with one or more insurers then the maximum liability of the Insurers irrespective of the number of such policies in force with one or more Insurer shall be limited to a sum of Rs.25,000/- only.
7. If any dispute or difference shall arise as to the quantum to be paid under this 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 arbitration as hereinabove provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

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

8. 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 2 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 thereafter be recoverable hereunder.