

THE NEW INDIA ASSURANCE COMPANY LIMITED

Regd. & Head Office : New India Assurance Building, 87, Mahatma Gandhi Road, Fort, Mumbai-400 001.

GROUP PERSONAL ACCIDENT INSURANCE POLICY WITH MEDICAL EXPENSES ARISING OUT OF ROAD ACCIDENT (RASTA APATTI KAVACH)

PROSPECTUS

1.0 SALIENT FEATURES OF THE POLICY :

1.1 The Group Personal Accident policy will be available to any Group/Association/Institution/ Corporate Body like Fleet owners, Riksha owner's Association, Contract Bus owner's Association etc. consisting of more than 50 persons provided it has a central administration point. Each Insured should cover all eligible members (Insured Persons) under one group policy only. The proposer/such group can also cover passengers travelling in their vehicle & also Third parties.

2.0 SECTION - I PERSONAL ACCIDENT

2.1 If the Insured / Insured Person shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means then the Company shall pay reimburse to the Insured / Insured Person the sum hereinafter set forth that is to say :-

- a) If such Injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the death of the insured person the capital sum insured stated in the Schedule, the amount payable under this clause shall be paid to the Nominee / Assignee shown in the Policy Schedule.
- b) If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two hands or two feet or of one hand and one foot or for such loss of sight of one eye and such loss of use of one hand or one foot, the capital sum insured stated in the Schedule hereto.
- c) If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or a foot, fifty percent of the Capital sum Insured in the Schedule hereto.
- d) If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of permanently, totally and absolutely disabling the insured from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever, the capital sum insured stated in the Schedule.

3.0 SECTION II - Medical Expenses for bodily injury caused by and arising out of road accident.

The policy covers reimbursement of Hospitalisation expenses only for injury sustained by the Insured Person arising out of road accident defined herein under. In the event of any claim becoming admissible under the policy, the Company will pay reimburse to the Insured Person the amount of such expenses as would fall under different heads mentioned below as are reasonably and necessarily incurred in respect thereof anywhere in India by or on behalf of such Insured Person, but not exceeding Sum Insured for that person as stated in the Schedule in any one policy period.

- A) Room, Boarding Expenses as provided by the Hospital/Nursing Home.
- B) Nursing Expenses
- C) Surgeon's, Anesthetist's, Medical Practitioner's, Consultant's, Specialist's Fees.
- D) Anesthesia, Blood, Oxygen, Operation Theater Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-Ray, Artificial limb, Cost of organs & similar expenses.
- E) Ambulance Charges for carrying the injured from accident spot to Hospital/Nursing Home and at the time of discharge upto residence.

4. DEFINITIONS :

4.1 Hospital/Nursing Home

Shall be deemed to mean any Institution in India established for treatment of injuries/disease which have been registered either as a Hospital or Nursing Home with local authorities and is under the supervision of a registered and qualified Physician/Surgeon.

The term Hospital shall not include an establishment which is a place of rest, a place for the aged, a place for drug addicts, a place for alcoholics, a hotel or a similar place. In case Hospital/Nursing Home is not registered with local authority the minimum requirement to be completed should be as under.

1. Fully equipped Operation Theater of its own
2. Fully qualified nursing staff under its employment round the clock.
3. Fully qualified doctors should be incharge round the clock.

4.2 SURGICAL OPERATION -means manual &/or operative procedure for repair of injuries, diagnosis, relief of suffering and prolongation of life.

4.3 ROAD ACCIDENT - Accident caused by or arising out of use of motor vehicle as defined in the Motor Vehicles (Amendment) Act, 1994, where there is collusion between two vehicles or the vehicle collides with external object or running vehicle skids etc. resulting in accidental injury.

4.4 INJURY SERIES CLAUSE

For the purpose of this policy where several bodily injury claims of Insured Persons which may be attributable directly or indirectly to the same road accident all such claims shall be combined together and all such bodily injury claims shall be treated as one claim.

- 4.5 **QUALIFIED NURSE** - means a person who holds a Certificate from a recognised Nursing Council and who is employed on the recommendation of attending Medical Practitioner.
- 4.6 **PERIOD OF INSURANCE** : The period of insurance means the period commencing from the inception date till maximum of five years as the case may be.
- 4.7 **POLICY PERIOD** : Policy period is defined as the period of 12 months each commencing from the date of inception from which the risk is assumed.
- 4.8 **INDEMNITY LIMITS** : The limit of indemnity will be restricted to the Sum Insured selected by the insured person as mentioned in the Schedule and will apply to each policy period during the period of insurance separately.
- 4.9 **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 title Medical Practitioner would include Physician, Specialist and Surgeon.
- 4.10 **PRE-EXISTING CONDITION** : Such injury which has been in existence at the time of proposing this insurance. Pre-existing condition means any injury or its symptoms which existed prior to the effective date of this insurance. Pre-existing condition also means any injury or its symptoms which existed prior to the effective date of this insurance, whether or not the insured person had knowledge that the symptoms were relating to the injury. Complications arising from pre-existing injury will be considered part of that pre-existing condition.

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-

1. Any hospitalisation/domiciliary hospitalisation expenses incurred on bodily injury resulting directly or indirectly, proximately or remotely from accident (not caused by or arising out of the use of a motor vehicle)/other than road accident as defined in this policy.
2. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any pre-existing condition i.e. disability existing as on the date of issue of this Policy.
3. Payment of compensation in respect of death, injury or disablement of the Insured from (a) intentional self injury, suicide or attempted suicide. (b) whilst under the influence of intoxicating liquor or drug. (c) directly or indirectly caused by insanity. (d) arising or resulting from the insured committing any breach of the law with criminal intent.

4. Injury directly or indirectly caused by or arising from or attributed to War, Invasion, Act of Foreign Enemy, Warlike Operation (Whether War be declared or not)
5. Expenses on vitamins and tonics unless forming part of treatment for injury as certified by the attending Physician.
6. Naturopathy treatment.
7. Injury directly or indirectly caused by or contributed to by nuclear weapons/materials.
8. Any medical expenses incurred as an out patient or for First Aid and also such expenses which do not arise due to Hospitalisation.

5 AGE LIMIT

This Insurance is available / applicable to persons between the age of 5 years and 80 years. However, if a proposer is a owner/driver of Motor Vehicle then it is essential that the Proposer has a valid driving licence issued by Competent Authority as per Motor Vehicle Act (Amendment 1994). This age limit is not applicable to third party and unnamed passengers.

6 Group Discount

The Group Discount is permissible as per the following scale depending upon the total number of Insured Persons covered under the Group policy at the inception. Increase/Decrease in the sizes of the group during the currency of the policy is permissible. The final Group discount (increase/decrease) will be adjusted on the basis of the size of the group existing on the last day of the policy period provided the policy is renewed for the next 12 months.

<u>No. of Persons Insured under the Group Policy</u>		<u>Group Discount %</u>
First	100 Persons	15
Next	400 Persons	20
Next	500 Persons	25
Next	4000 Persons	30
Next	5000 Persons	35
Next	15000 Persons	40
Next	25000 Persons	50
Over and above 50000 Persons		66.2/3

7 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 ratio for the entire group insured under the Group Mediclaim Insurance Policy for the preceding 3 completed years excluding the year immediately preceding the date of renewal. Where the Group Mediclaim Insurance Policy was not in force for 3 completed years, such shorter periods of completed years excluding the year immediately preceding the date of renewal will be taken into account.

<u>Incurred Claims ratio under the group Policy</u>	<u>Discount %</u>
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 ratio for the entire group insured under the Group Medclaim Insurance Policy for the preceding 3 completed years excluding the year immediately preceding the date of renewal. Where the Group Medclaim 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.

<u>Incurred Claims Ratio under the Group Policy</u>	<u>Loading %</u>
Between 80% 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 Incurred claim would mean claims paid plus claims outstanding in respect of the entire group insured under the policy during the relevant period.

8 Notice of Claim

8.1 Preliminary notice of claim with particulars relating to policy numbers, Name of Insured Person in respect of whom claim is made, nature of injury and Name and Address of the attending Medical Practitioner /Hospital/Nursing Home should be given by the Insured Persons to the Company within seven days from the date of Hospitalisation.

8.2 Final Claim along with receipts Bills, Cash Memos, Claim form and list of documents as listed in the claim form etc. should be submitted to the company within 30 days from the date of completion of treatment.

Note Waiver of this condition may be considered in extreme cases of hardship where it 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.

9.0 Payment of Claim

All Claims under this policy shall be payable in Indian currency. All medical treatments for the purposes of this insurance will have to be taken in India only.

10.0 Contribution Applicable to Section II :

If at the time of the happening of any loss or damage covered by this Policy there shall be subsisting any other Insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

11.0 Details of Insured Person

The Insured shall be required to furnish a complete list of Insured Persons in the following format according to Sum Insured. Any additions and deletions during the currency of the policy should be intimated to the company in the same format. However such additions and deletions will be incorporated in the policy from the first day of the following month subject to pro-rata premium adjustment. No change of sum Insured for any Insured Person will be permitted during the currency of the policy.

Sr. No.	Names of Insured Persons with their Salary Roll No. or any such identification for Employees Members of the Insured	Age	Sex	Name of Nominee/ Assignee	Sum Insured
1.					
2.					
3.					
1.					
2.					
3.					

Notes No refund of premium will be allowed for deletion of Insured Person in the event of Insured Person having made/recovered a claim under the policy.

12.0 SUM INSURED :

Section I : PA Cover - Rs.25000, Rs.50000, Rs.75000 or Rs.100000 per person.

Section II : Medical Expenses for Road Accident upto Rs.25000, Rs.50000, Rs.75000 or 100000 as selected.

Extension : Medical expenses whilst accident on duty upto Rs.25,000/-, Rs.50,000/- , Rs.75,000/- or Rs.1,00,000/- as selected.

13.0 PAYMENT OF PREMIUM :

As per table attached

This Prospectus shall form part of your proposal form, hence please sign confirming that you have noted the contents of this prospectus.

N.B. Authorised Office bearer of Association/Body may sign this prospectus.

Place :

Date :

Signature :

Name of the Body :

Address

Tel. No.

RASTA APATTI KAVACH

BASIC COVER (A) P.A. POLICY + HOSP.POLICY EXPENSES ARISING OUT OF ROAD ACCIDENT.

<u>YEARS</u> SUM INSURED RS.	BASIC PREMIUM PER YEAR RS.	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
SECTION I - 25,000 SECTION II - 25,000	(15+25)	40.00	76.00	111.00	144.00	175.00
SECTION I - 50,000 SECTION II - 50,000	(30+50)	80.00	152.00	222.00	288.00	350.00
SECTION I - 75,000 SECTION II - 75,000	(45+75)	120.00	228.00	333.00	432.00	525.00
SECTION I - 1,00,000 SECTION II - 1,00,000	(60+100)	160.00	304.00	444.00	576.00	700.00

EXTENSION FOR HOSPITALISATION EXPENSES ARISING OUT OF ACCIDENT IN THE COURSE OF EMPLOYMENT

(For Factories & Industrial Establishments)
(This premium is inclusive of basic cover)

<u>YEARS</u> SUM INSURED RS.	BASIC PREMIUM PER YEAR RS.	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
25,000/-	(40+25)	65.00	123.00	180.00	234.00	284.00
50,000/-	(80+50)	130.00	247.00	361.00	468.00	569.00
75,000/-	(120+75)	195.00	371.00	541.00	702.00	853.00
1,00,000/-	(160+100)	260.00	494.00	721.00	937.00	1137.00

- N.B. 1. No income tax benefit
 2. Service tax as applicable
 3. Sum Insured limit of basic cover for hospitalisation expenses remains the same for extending coverage of industries in the course of employment

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 Mumbai - 400 001

**PROPOSAL FORM FOR GROUP PERSONAL ACCIDENT INSURANCE
 POLICY WITH MEDICAL EXPENSES ARISING OUT OF ROAD ACCIDENT
 (RASTA APATTI KAVACH)**

1. Name of the insured (Institution, Corporate Body)
2. Complete Address with Pin Code
3. Type of activity/occupation :
4. If there is any disability, to insured or members (Please attach details) :
5. Names of the assignees (Please attach details) :
6. Capital Sum Insured in respect of insured :

	Sum Insured per person	No. of persons covered
1. Section I Personal Accident		
2. Section II Hospital expenses for bodily injury caused by or arising out of road accident		
A. Hospital expenses towards Unnamed Passengers carried in the vehicle, no.of persons_____		
B. Hospital expenses towards		

Third Party injury
No. of persons covered _____

C. Hospital expenses towards
Extension : (For Industrial
establishment) Accident arising in the
course of and out of employment.

TOTAL

(N.B. Please fill in no. of unnamed passengers & also no. of persons for whom the hospital expenses of Third Party to be covered whilst insured using his own vehicle.)

7. Registered number of Vehicle (if applicable) _____
Name of the Driver _____
Whether he possesses valid licence Yes/ No

8. Period of cover required : From _____ To _____

9. For Industrials Proposals Only
No. of employees to be covered under Section I & II _____

Dated thisday.....20 at.....

WITNESS

1. NAME :
2. ADDRESS :

SIGNATURE

Proposer's Signature
Rubber Stamp

- Note 1. The liability of the company does not commence until the proposal has been accepted by the Company and full premium paid.
2. If space is found insufficient, please attach separate sheets for details.
 3. Insurance is the subject matter of solicitation.

PROHIBITION OF REBATE -- Section 41 of the Insurance Act 1938

No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or renewing or continuing a policy accept any rebate, except such rebates as may be allowed in accordance with the published prospectuses or tables of the Insurer.

Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to Five Hundred Rupees.

FOR OFFICE USE -

MARKETING / DEVELOPMENT OFFICER'S REPORT

The Proposer is known to me/my agent / Broker for ___years and I recommend acceptance of this proposal.

Name and Code No.

Signature of Dev. Officer / A/AO-D