

THE NEW INDIA ASSURANCE COMPANY LIMITED

Regd. & Head Office : 87, Mahatma Gandhi Road, Fort, Mumbai 400 001.

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

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 Employees/Members (including passengers, third parties, if any) named in the Schedule hereto (hereinafter called the INSURED PERSON) and has paid premium as consideration for such insurance.

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.

SECTION - I PERSONAL ACCIDENT

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 to the Insured 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 shown in the 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.

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

Further subject to the terms, conditions and 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 shall sustain any bodily injury RESULTING SOLELY AND DIRECTLY FROM road accident which would normally give rise to Third Party claim under Motor Policies/Motor Vehicle Act (hereinafter called INJURY) and if such INJURY shall require any such person upon the advice of a duly qualified physician/Medical Specialists/Medical Practitioner (hereinafter called Medical practitioner) or of a duly qualified surgeon (hereinafter called surgeon) to incur hospitalisation expenses for medical/surgical treatment at any nursing home/hospital in India as herein defined (hereinafter called HOSPITAL) 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 policy period as defined hereinafter.

- 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 Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Material, X-ray, Artificial Limbs and Cost of Organs and similar expenses
- e) Ambulance Charges for carrying the injured from accident spot to Hospital/Nursing Home and at the time of discharge upto residence.

TERMS & CONDITIONS OF SECTION I & II

DEFINITIONS

1. Hospital/Nursing Home

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

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 fulfilled are that it should have :

1. Fully equipped Operation Theatre of its own
2. Fully qualified nursing staff under its employment round the clock.
3. Fully qualified physicians/surgeons should be incharge round the clock.

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

3. **ROAD ACCIDENT** - Accident caused by or arising out of use of motor vehicle as defined in the Motor Vehicles (Amendment) Act, 1994. Accident shall mean collision between vehicles, collision against external objects, skidding of vehicle resulting in bodily injury, the results of these events normally give rise to Third Party claim under Motor Policies/Motor Vehicle Act.

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.

5. **MEDICAL PRACTITIONER** - means a person who holds a Degree/Diploma from a Recognised Institution and is registered in the Medical Council of respective State of India. The term Medical Practitioner would include Physician, and Surgeon.

6. **QUALIFIED NURSE** - means a person who holds a Certificate from a recognised Nursing Council and who is employed on the recommendation of an attending Medical Practitioner.

7. **PERIOD OF INSURANCE** : The period of insurance means the period commencing from the inception date till the completion of maximum five years or as the case may be.

8. **POLICY PERIOD** : Policy period is defined as "a period of 12 months each commencing from the date of inception from which the risk is assumed".

9. **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.

10. **PRE-EXISTING CONDITION** : means such injury which has been in existence at the time of proposing 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.

PROVISOS

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

1. Compensation under more than one of the sub-clauses (a),(b),(c) or (d) of Section I in respect of same injury or disablement.

2. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by any pre-existing condition.
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. Payment of compensation in respect of death, injury or disablement of the Insured from (a) due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments by all kings, princes and people of that nation, condition or quality whatsoever.
5. Payment of compensation in respect of death of or bodily injury to the Insured directly or indirectly caused by or contributed to by or arising from or traceable to ionising radiation or contamination by radioactivity from any source whatsoever, or from nuclear weapons material.
6. Any hospitalisation/domiciliary hospitalisation 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.
7. Expenses on vitamins and tonics unless forming part of treatment for injury as certified by the attending Physician.
8. Naturopathy treatment.

CONDITIONS

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 Policy Schedule.
2. 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 should 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.
3. In the event of a claim admissible under section II of the policy because of a road accident, lodge forthwith a complaint to the nearest police station, unless it is not practicable to do so on account of reasons beyond his/her control in which case a report to the police station having jurisdiction, to be sent as soon as possible and in any case within reasonable time, mentioning therein, the circumstances of the occurrence including the circumstances if any for not taking immediate steps to report the said accident to the police. Submission of

this Police Report shall be a condition precedent to any liability of the Company to make payment under this policy.

4. If the Proposer is a owner/driver of Motor Vehicle then it is essential that the Proposer or his/her driver has a valid driving licence issued by Competent Authority as per Motor Vehicle Act (Amendment) 1994.
5. In the event of claim being admissible the Insured has to submit claim forms and other documents as listed below.

In case of claims arising due to road accidents :

- a) Attested copy of the F.I.R./Panchanama
- b) News paper cuttings (if applicable)
- c) Photographs if any
- d) A certificate from the attending Surgeon/Physician giving complete details of injury in extent of loss of use of organs etc.

Section I

In case death/PTD claims of personal accident :

- a) The post mortem report
- b) Death certificate
- c) Surrendering of Insurance Certificate or policy

In case of total permanent, partial disability claims like loss of eyes, loss of limbs etc.

- A) A certificate from the attending Surgeon/Physician giving complete details of injury in extent of loss of use of organs etc.

Section II covering hospitalisation expenses arising out of road accident.

- A) The original hospitalisation/nursing home bills, receipts, cash memos, prescriptions, 'X' ray, pathological reports.
- B) A certificate from the attending physician stating nature or extent of injury.
- C) Any additional information and assistance as the Company may require.

Insured/Insured Persons should allow any representative of the insurers to examine the injured either at the Residence or Hospital / Nursing Home at

all times and should co-operates with insurer if any claim reduction measures are suggested.

6. No sum payable under this Policy shall carry interest.
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 statement or device whether by the Insured or by any person on behalf of the Insured.
8. Mis description :- This policy shall be void and all premium paid here on shall be fore-feited by the Company in the event of mis-representations, mis-descriptions or non-disclosure of any material facts/particulars.
9. Subrogation :- The Insured and any claimant under this policy shall at the expenses of the company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies, or of obtaining relief or indemnity from other parties to which the Company shall be, or would become entitled or subrogated upon the company paying for or making good any loss or damage under this policy whether such acts and things shall be or become necessary or required before or after the insured's indemnification by the Company.
10. 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 up to the date of cancellation.

(For Annual Policy)

PERIOD ON RISK

Upto one month
Upto three months
Upto six months
Exceeding six months

RATE OF PREMIUM TO BE CHARGED

1/4th of the annual rate
1/2 of the annual rate
3/4th of the annual rate
Full annual rate

FIVE YEARS POLICY

PERIOD ON RISK

Upto 6 months
Upto 15 months
Upto 30 months
exceeding 30 months

RATE OF PREMIUM TO BE CHARGED

of the 5 years rate
of the 5 years rate
of the 5 years rate
Full rate for 5 years

13. All medical/surgical treatments under this policy shall have to be taken in

India and admissible claims thereof shall be payable in Indian currency.

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 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 Insurance Policy has not been 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 :

1. Low Claim Discount (Bonus) or High Claim 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 claims paid plus claims outstanding in respect of the entire group insured under the policy during the relevant period.

15. 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 arbitrator in accordance with the provisions of the Indian Arbitration Act, 1996, 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.

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 12 calendar months from the date of such disclaimer have been made the subject 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.

16. **Contribution Clause Applicable to Section II Covering Hospitalisation Expenses:**

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.

ENDORSEMENT TO COVER LONG TERM PERIOD

It is hereby declared and agreed that incase of long term policies the Indemnity limits under Section II will be applicable for every policy period independently for the entire period of insurance.

**ENDORSEMENT TO COVER
ACCIDENT IN THE COURSE OF AND OUT OF EMPLOYMENT
(Applicable upon specific coverage being shown in the policy shedule)**

In consideration of the payment of an additional premium as specified in the Policy shedule. It is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to cover the hospital expenses necessarily incurred and expended in connection with any accident upto Rs. 25,000/- to Rs. 1,00,000/- ,As opted and specified in policy shedule, per person for injuries sustained whilst in the course of and out of employment (as defined under Workman's Compensation Act). It is imperative that this extension is offered only if Section I covering PA is covered.

For THE NEW INDIA ASSURANCE CO. LTD.

Duly Constituted Attorney(s)

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