



Form No.-AC-62(GR)

## THE NEW INDIA ASSURANCE COMPANY LIMITED

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

### TAILOR-MADE PERSONAL ACCIDENT INSURANCE POLICY( GROUP)

WHEREAS the Insured named in the Schedule hereto (here in after called the 'Insured') has made and/or caused to be made to the The New India Assurance Company Ltd., (here in after called 'the Company') proposals and/or declaration dated as stated in the Schedule hereto which together with any statements and warranties contained therein shall be the basis of this contract and is/are deemed to be incorporate therein, for the insurance hereinafter set forth in respect of persons detailed in the Schedule of Insured Persons (hereinafter called the ('Insured Persons')):

#### **DEFINITIONS**

##### **ACCIDENT**

*An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.*

##### **INJURY**

*Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a MEDICAL PRACTITIONER*

##### **MEDICAL PRACTITIONER**

*A Medical practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.*

##### **GRACE PERIOD**

*Grace period means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods. Coverage is not available for the period for which no premium is received.*

##### **RENEWAL:**

*Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.*

**SPECIAL CONDITIONS:** This policy is subject to special conditions and/or deviations as mentioned in the policy schedule

Now this Policy witness that subject to and in consideration of the payment made to the Company the premium for the period stated in the Schedule or for any further period for which the Company may accept payment for the renewal of this Policy and subject to the terms, provisions, exceptions and conditions herein expressed or

contained or hereon endorsed, the Company shall pay to the INSURED to the extent and in the manner hereinafter provided that if any of the Insured Persons shall sustain any bodily injury resulting solely directly from accident caused by external, violent and visible means, the sum herein after set forth in respect of any of the Insured persons specified in the Schedule as detailed below:

<b>S.No.</b>	<b>Coverage</b>	<b>Compensation Amount Payable indicated as % of SI ( Rs 1 Lac)</b>
1	If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured person	100%
2	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 of the actual loss by "physical separation" of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or one entire foot	100%
	Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot	100%
	For the purpose of disability under 2 above physical separation of a hand means separation above the wrist and of the foot means at or above the ankle.	
3	If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the incurable Insanity	100%
4	If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever	100%
5	If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured applicable to such insured person in the manner indicated below	
5.1	Permanent Total Loss of Speech	100%
5.2	Complete removal of the lower jaw	100%
5.3	Permanent Total Loss of Mastication	100%
5.4	Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%

5.5	Permanent Total Loss of Hearing in both ears	75%
5.6	Permanent Total Loss of one Limb	50%
5.7	Permanent Total Loss of Sight of one eye	50%
5.8	Permanent Total Loss of Hearing in one ear	50%
5.9	Permanent Total Loss of the lens in one eye	25%
5.10	Permanent Total Loss of use of four fingers and thumb of either hand	40%
5.11	Permanent Total Loss of use of four fingers of either hand	20%
5.12	Permanent Total Loss of use of one thumb of either hand:	
	a) Both Joints	20%
	b) One joint	10%
5.13	Permanent Total Loss of one finger of either hand:	
	a) Three joints	5%
	b) Two joints	3.50%
	c) One joint	2%
5.14	Permanent Total Loss of use of toes:	
	a) All-one foot	15%
	b) Big-both Joints	5%
	c) Big-one joint	2%
	d) Other than Big- each toe	2%
5.15	Established non-union of fractured leg or kneecap	10%
5.16	Shortening of leg by at least 5cms	7.50%
5.17	Ankylosis of the elbow, hip or knee	20%

## EXCEPTIONS

### PROVIDED ALWAYS THAT:

The Company shall not be liable under this Policy for:

1. Compensation under more than one of the foregoing Sub clauses in respect of the same period of disablement of the Insured person.
2. Any other payment to the same person after a claim under one of the Sub-Clauses has been admitted and become payable
3. Any payment in case of more than one claim in respect of such insured person under the Policy during any one period of insurance by which the maximum liability of the Company specified in the schedule applicable to such Insured person would exceed the sum payable under sub-clause (a) of this Policy to such insured person.
5. Payment of compensation in respect of Death, injury or Disablement of the Insured person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, aids or insanity, (e) arising or resulting from the insured person committing any breach of law with criminal intent, (Standard type of Aircraft means any aircraft duly licensed to carry passengers ( for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi engine.
6. Payment of compensation in respect of Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to: War, Invasion, Act or 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 of all kings, princes and people of whatsoever nation condition or quality.
7. Payment of Compensation in respect of death of, or bodily injury or any disease or illness to the Insured person:
  - (a) directly or indirectly caused by or contributed to by or arising from 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 exception, combustion shall include any self-sustaining process of nuclear fission.
  - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the Insured and/or Insured person be a condition precedent to any liability of the Company under this Policy.

8. **Pregnancy Exclusion Clause** : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

## CLAIMS PROCEDURE

The insured will have to directly get in touch with Insurer. Citibank will not get involved in any manner whatsoever. The insured will also undertake to intimate the Insurer, fill up the Claim Form and support claims with appropriate documents as per the normal procedure laid down by the Insurance Company.

### Address for lodging claim :

Senior Divisional Manager,  
The New India Assurance Co. Ltd.,  
Allied's Mount Casa Blanca,  
No. 260, II floor, Anna Salai, Chennai - 600 006.  
Telephone: 2345 6824, 2345 6826, 2345 6827  
Telefax: 2345 6825 or  
Send an e-mail to [nia.712500@newindia.co.in](mailto:nia.712500@newindia.co.in)

## CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this Policy, written notice with all particulars must be given to the Company immediately. In case of death, written notice also for the death must, unless reasonable cause is shown, be so given before interment cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one Calendar month after such loss of sight or amputation.
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 insured person 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 postmortem examine of the body of the insured person. Such evidence as the Company may from time to time require shall be furnished and a postmortem examination report, if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured person shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable provided that all sums payable :-
  - i) In case of death or PTD only after deleting by an endorsement the name of the insured person in respect of whom such sum shall become payable without any refund of premium.
  - ii) In case of PTD only after reducing by an endorsement CSI by amount admissible under the claim in respect of person to whom such sum shall become payable.

No sum payable under this policy shall ordinarily carry interest. In case of any extra ordinary delay on the part of insurer, such claims shall be paid by the insurer as specified in IRDA (Protection of Policyholders' Interest) Regulations 2002 dated 26/04/2002.

3. **Fraud/Misrepresentation:** 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.
4.
  - (a) The Insured shall give immediate notice to the Company of any change in his business or occupation.
  - (b) The Insured shall be tendering any premium for the renewal of this Policy give notice in writing of the Company of any disease, physical defect or infirmity with which any of the insured person have become affected since payment of last preceding premium.

5. **Renewal:** This Policy may be **renewed** by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not however, be bound to give notice that such renewal premium is due.
6. **Cancellation:** The Company may at any time, by notice in writing, determine 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 and addressed to the Insured at the address last registered in the Company's 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.  
OR the policy may be canceled at any time by the Insured by a notice in writing under a Certificate of posting or a Regd. A.D. Such notice shall be deemed to be effective from the date of dispatch of the same by the Insured. PROVIDED no claim has arisen under the within mentioned Policy prior to the dispatch of such notice by the Insured to the Company, the Insured would be entitled to the return of premium less premium at Company's short period rates for the period the policy has been in force.
7. The Company shall not be bound to take notice or be affected by any notice of any trust, charged, lien, assignment or other dealing with or relating to this Policy but the receipt of the Nominee shall in all cases be an effective discharge to the Company.
8. **Arbitration:** If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to of 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 herein before 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 arbitrator/arbitrators 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 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of Law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

For The New India Assurance Co Ltd

Duly constituted Attorney.