

#### The New India Assurance Co.Ltd.

Policy Office OM SHREE BUILDING, , NEAR

NAL STOP, KARVE ROAD, ,

PUNE,

Proposer Name VISHWAKARMA INSTITUTE OF

**TECHNOLOGY** 

7276630085 Telephone No.

**Fmail** teamveloceracing@gmail.com,

**Product Name Group Janta Insurance** 

Policy Number 15360047192300000010

Period of Cover:

From 18-Jan-2020 12:00:01 AM То 17-Jan-2021 11:59:59 PM

#### **Insured Details**

#### For Insurance Renewals contact

Agent/Development Officer/Broker HEMANGI R

HEMANGI R

Telephone No

**Email** 

hemangiravishankar@yahoo.com

#### For Claims contact our OFFICE

OM SHREE BUILDING, , NEAR NAL STOP, KARVE ROAD, , PUNE , Policy Issuing Office

VISHWAKARMA INSTITUTE OF Proposer Name

**TECHNOLOGY** 

City **PUNE** 

Tel.No. 7276630085

Email teamveloceracing@gmail.com,

Tax Invoice No: 15360019P0027187





## GROUP JANATA PERSONAL ACCIDENT INSURANCE POLICY (IRDA/NL-HLT/NIA/P-P/V.1/56/14-15)

Insured's Name	Insured's Name : VISHWAKARMA INSTITUTE OF TECHNOLOGY							
	Insu	ıred's Details		Issuing Office Details				
Customer ID	:	PO76419141	Office Code	:	DO-153600 (153600)			
Address	:	666,UPPER INDIRA NAGAR BIBWEADI,PUNE PUNE ,MAHARASHTRA, 411037	Address	:	OM SHREE BUILDING, NEAR NAL STOP, KARVE ROAD, PUNE,411004			
Phone No	:	7276630085	Phone No	:	02025436261 / 02025458052			
E-mail/Fax	:	teamveloceracing@gmail.com, /	E-mail/Fax	:	nia.153600@newindia.co.in / 02025439203			
PAN No	:		S.Tax Regn. No	:	AAACN4165CST178			
GSTIN/UIN	:	NA / NA	GSTIN	:	27AAACN4165C3ZP			
	:		SAC	:	997139 (Other non-life insurance services excl RI)			

Policy Details										
Policy Number	ss Source Code									
Period of Insurance	:	From:18/01/2020 12:00:01 AM To: 17/01/2021 11:59:59 PM	Dev.Off. level/Broker/Corp. Agent/Web Aggregator	:	SNEHA J DHAYARKAR - (1D7806340)					
Date of Proposal	:	18-Jan-20	Agent/Bancassurance/Sp ecified Person		Mrs. HEMANGI R (NIAAG00086096) HEMANGI RAVISHANKAR (SI00147838)					
Prev. Policy no.	:		Phone No	:	9925399669 / NA					
Client Type	- :	Non-Corporate	E-mail/Fax	:	hemangiravishankar@yahoo.com / / /					

Premium	GST	Total(RS)	Receipt No. & Date
1500	0	1500	15360081190000017294 - 18/12/19

#### **POLICY SCHEDULE**

Deta	ails of the Insure	d and/other	Family mem	bers cover	ed un	der th	ne policy					
No. c	of persons cove	red:	25 Type of Group			p	Members of a registered CO-Operative society					
Sr. No.	Name of the Insured	Status of Insured	Occupati on	Date of Birth	Age	Sex	Existing Disabilities	Nomine	e Details	Sum Insured	Excess (%)	Name of Owner/Be neficiary
								Name	Relation			
1	AMANDEEP SINGH SI DDHU	Non Earning Member	Student	30/09/199	20	Mal e	NONE	MR.JA GDEEP SINGH	Father	100000	0	NA
2	Atharva Kulkarni	Non Earning Member	Student	02/12/199 9	20	Mal e	NO	ABHIJ EET K ULKAR NI	Father	100000	0	NA
3	Huzaifa Rahim	Non Earning Member	Student	31/01/199 8	21	Mal e	NO	MOIZ RAHIM	Father	100000	0	NA
4	Jinesh N ahar	Non Earning Member	Student	24/05/200 0	19	Mal e	NO	KISHO R NAH AR	Father	100000	0	NA
5	Shubham Mathur	Non Earning Member	Student	03/09/199 8	21	Mal e	NO	AMIT MATHU R	Daughte r	100000	0	NA
6	Tanmay C hinchani kar	Non Earning Member	Student	16/05/199 9	20	Mal e	NO	SHRIK RISHN A CHI NCHAN	Father	100000	0	NA
7	Viraj De sale	Non Earning Member	Student	03/09/199	20	Mal e	NO	PRAKA SH DE SALE	Father	100000	0	NA

## THE NEW INDIA ASSURANCE CO. LTD. (Government of India Undertaking)



								Name	Relation			
8	Rahul Aj it Kulka rni	Non Earning Member	Student	30/07/199 8	21	Mal e	NO	AJIT KULKA RNI	Father	100000	0	NA
9	Ajitesh Jachak	Non Earning Member	Student	10/08/200 0	19	Mal e	NO	ARIHA NT JA CHAK	Brother	100000	0	NA
10	Harsh Ra jesh Gwa lani	Non Earning Member	Student	06/06/200 0	19	Mal e	NO	RAJES H GWA LANI	Father	100000	0	NA
11	Hemant V ijay Gur av	Non Earning Member	Student	24/06/200 0	19	Mal e	NO	VIJAY GURA V	Father	100000	0	NA
12	Mihir Sa njay Tas gaonkar	Non Earning Member	Student	13/12/199 9	20	Mal e	NO	SANJA Y TAS GAONK AR	Father	100000	0	NA
13	Prathame sh Sonje	Non Earning Member	Student	13/07/199 9	20	Mal e	NO	RAMKR USHNA SONJ E	Father	100000	0	NA
14	Ruturaj Shambhav kumar Sa jane	Non Earning Member	Student	20/05/200	19	Mal e	NO	SHAMB HAVKU MAR S AJANE	Father	100000	0	NA
15	Prathame sh Korga onkar	Non Earning Member	Student	27/10/199 8	21	Mal e	NO	RAJAN KORG AONKA R	Father	100000	0	NA
16	Rohit To ngare	Non Earning Member	Student	19/09/200 0	19	Mal e	NO	DAULA T TON GARE	Father	100000	0	NA
17	Rutvik B abasaheb Dagadkh air	Non Earning Member	Student	09/06/200	19	Mal e	NO	PRATI BHA D AGADK HAIR	Mother	100000	0	NA
18	Mihir Sh inde	Non Earning Member	Student	19/03/200 0	19	Mal e	NO	PURUS HOTTA M SHI NDE	Father	100000	0	NA
19	Sudarsha n Shelke	Non Earning Member	Student	17/05/199 9	20	Mal e	NO	SANJA Y SHE LKE	Father	100000	0	NA
20	Suraj Ra thod	Non Earning Member	Student	11/11/199 8	21	Mal e	NO	RAMES HWAR RATHO D	Father	100000	0	NA
21	Umesh vi shwanath Shirke	Non Earning Member	Student	26/01/200 0	19	Mal e	NO	VISHW ANATH SHIR KE	Father	100000	0	NA
22	Yash Kol ambe	Non Earning Member	Student	27/12/200 0	19	Mal e	NO	TUSHA R KOL AMBE	Father	100000	0	NA
23	Rohit Da ttatray Chaure	Non Earning Member	Student	04/09/200 1	18	Fem ale	NO	USHA CHAUR E	Mother	100000	0	NA
24	Atharva Ujwal Su Ie	Non Earning Member	Student	19/10/200 0	19	Mal e	NO	UJWAL SULE	Father	100000	0	NA
25	Devesh D inanath Jagtap	Non Earning Member	Student	28/03/200 0	19	Mal e	NO	DINAN ATH J AGTAP	Father	100000	0	NA

#### Special Conditions:

Subject to Janata Personal Accident Insurance Policy Clause as attached hereto.

## THE NEW INDIA ASSURANCE CO. LTD. (Government of India Undertaking)



## NOTE: WARRANTED THAT IN CASE OF DISHONOUR OF THE PREMIUM CHEQUE, THIS DOCUMENT STANDS AUTOMATICALLY CANCELLED 'AB-INITIO'.

# Premium and GST Details Rate of Tax Amount in INR ₹1500

 SGST
 0
 0

 CGST
 0
 0

 IGST
 0
 0

In witness whereof the undersigned being duly authorised by the Insurers and on behalf of the Insurers has (have) hereunder set his (their) hand(s) on this 18th day of December,2019.

For and on behalf of The New India Assurance Company Limited

Date of Iss	ue: 18/	12/2019
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Duly Constituted Attorney(s)

Mudrank	Dt	consolidated Stamp Fees Paid by Pay Order Number	vide receipt
number	dt	<u>.</u>	
Stamp Duty (	ınder the Policy is	₹1/	

Tax Invoice No: 15360019P0027187





#### **COLLECTION RECEIPT CUM ADJUSTMENT VOUCHER**

**Issuing Office** : DO-153600 (153600)

: OM SHREE BUILDING Address

NEAR NAL STOP, KARVE ROAD, PUNE,411004

Phone : 02025436261

Email : nia.153600@newindia.co.in

Fax : 02025439203

Collection Number : 15360081190000017294

: 18/12/2019 **Collection Date Business Source Code** : 1D7806340

**PAN No of Payer** 

Received with thanks from VISHWAKARMA INSTITUTE OF TECHNOLOGY.

The amount received/Adjusted is towards -

Policy No.	A/C Description	Amount₹	A/C Code	Sub A/C Code
15360047192300000010	Bank-153600	1500.00	9100.153600	BA00007493-153600-9100

#### Total = ₹ 1500.00

Your Payment/Adjustment Details are as under -

	Mode	Amount ₹	Cheque No.	Cheque Date	Drawee Bank	Drawee Branch	Reference No.	Scroll/BG/A PD Balance
Ī	Cash	1500.00	N.A.	N.A.	N.A.	N.A.	1536001910042168	N.A.

#### Total = ₹ 1500.00

Utilization details of the Collected Amount :

Premium		GST		Stamp Duty	Excess Amount
1500.00		0.00		0.00	0
SI no.	Agency Code		Agency Name		Department Code
1	NIAAG00086096		HEMANGI R		47

For The New India Assurance Company Limited

Revenue Stamp



Date of Issue: 18/12/2019

Cashier's Initial

Authorized Signatory

#### Note -

1. Please note the Policy Number, Collection Number and date in all future correspondence. .

2.NIA shall not be liable for any claim arising out of sales made during the period between the due date and date of payment of the installment if the premium paid has been exhausted by turnover declarations/if there is insufficient premium balance.

Tax Invoice No: 15360019P0027187

#### JANATA PERSONAL ACCIDENT INSURANCE POLICY (GROUP)

Whereas the Insured named in the schedule hereto (here in after called – THE INSURED) has applied to the New India Assurance Company Limited (here in after called "THE COMPANY" for the insurance here in after set forth in respect of the personal as per schedule attached hereto (here in after called the insured person/s) and has paid to the Company the premium here in stated for the Insurance of the risk here in after specified, occurring during the period stated in the schedule.

**Now the policy witnessed** that subject to the Terms, Provisions, Exclusions, Definitions and conditions herein expressed or contained or hereon endorsed the company will indemnify the insured as hereinafter mentioned.

If the 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 or sums hereinafter set forth that is to say:

- a. If such injury shall within one Calendar Year of its occurrence be the sole and direct cause of the death of the Insured person the Capital sum Insured in the Schedule hereto.
- b. If such injury shall within one calendar Year 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 hands or two feet or one hand and one foot, or for such loss of sight of one eye and such loss of use of one hand, one foot the Capital Sum Insured stated In the Schedule hereto.
- c. If such injury shall within one calendar Year 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 (50%) of the capital sum Insured in the schedule hereto.
- d. If such injury shall as a direct consequence thereof immediately, permanently, totally, and absolutely disable the insured person from engaging and/or being occupied with or giving attention to paid employment or occupation of any description whatsoever, the capital sum insured stated in the schedule hereto.

### **DEFINITIONS:**

#### **Accident:**

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

#### **Condition Precedent:**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

#### **Medical Expenses:**

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

#### <u>Injury</u>:

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 for 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.

#### **Surgery**:

Surgery or Surgical Procedure means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

#### **OPD Treatment:**

OPD treatment is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

#### **Hospitalisation:**

Means admission in a Hospital for a minimum period of 24 In-Patient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

#### Illness:

Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

#### **Acute Condition**

Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

#### **Chronic Condition:**

A Chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:-

- it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests-it needs ongoing or long term control or relief of symptoms
- it requires your rehabilitation or for you to be specially trained to cope with it
- it continues indefinitely
- it comes back or is likely to come back.

#### **Day Care Centre:**

A day care centre means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- has qualified nursing staff under its employment:
- has qualified medical practitioner(s) in charge:
- has a fully equipped operation theatre of its own where surgical procedures are carried out
- -maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

#### **Emergency Care:**

Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

#### **Hospital:**

A hospital means any institution established for *in-patient care* and *day care treatment* of sickness and/or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified *medical practitioner* AND must comply with all minimum criteria as under:



- has qualified nursing staff under its employment round the clock;
- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out.
- Maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

#### **Intensive Care Unit:**

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

#### **Nomination:**

All health insurance policies shall provide for a nomination registered at the time of the proposal in accordance with section 39 of the Insurance Act. 1938.

#### **Assignment:**

No assignment of health insurance policies shall be allowed irrespective of whether the coverage provided under such policies are indemnity based or benefit based.

#### **Notification Of Claim:**

Notification of claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address/telephone number to which it should be notified.

#### Disclosure to information norm:

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

Subrogation shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

#### **Contribution:**

Contribution is essentially the right of an insurer to call upon other insurers, liable to the same insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

#### Cancellation:

Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of Seven days. The terms of cancellation may differ from insurer to insurer.

#### 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. Renewal of Policy shall not be denied on grounds of the age of the Insured in the age group of 10 years to 70 years.

If the 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 or sums hereinafter set forth that is to say:



- a. If such injury shall within one Calendar Year of its occurrence be the sole and direct cause of the death of the Insured person the Capital sum Insured in the Schedule hereto.
- b. If such injury shall within one calendar Year 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 hands or two feet or one hand and one foot, or for such loss of sight of one eye and such loss of use of one hand, one foot the Capital Sum Insured stated In the Schedule hereto.
- c. If such injury shall within one calendar Year 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 (50%) of the capital sum Insured in the schedule hereto.

#### **Disclaimer Clause**

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 purpose be deemed to have been abandoned and shall not thereafter be recoverable here under.

<u>Withdrawal of Product:</u> Once the New Product is approved by IRDA, the old product shall be shelved immediately till expiry of existing Product.

#### **SUM INSURED:**

The policy may be issued for minimum sum insured of Rs.25,000/- per person per annum and the maximum sum insured is to be limited to Rs.1,00,000/- per person per annum.

#### PRFMIUM:

The rate of premium is Rs.15/- for a sum insured of Rs.25,000/-. The sum insured shall be increased in multiples of Rs.25,000/- upto Rs.1,00,000/- and premium is charged accordingly.

#### **Group Discount:**

The applicable group discount is as under:

Number of Persons	Discounts%
101 to 1,000	5
1,001 to 10,000	7.5
10,001 to 50,000	10
50,001 to 1,00,000	12.5
1,00,001 to 2,00,000	15
2,00,001 to 5,00,000	20
5,00,001 to 10,00,000	25
Above 10,00,000	30

Group insurance policy should be issued only in respect of the named Groups as defined by IRDA. For the purpose of availing of Group Discount and other benefits the proposed "Group" should fall clearly under any one of the following categories:

- Employer-employee relationship including dependents of the employee.
- Pre identified segments/groups where the premium is to be paid by the State/Central Governments.
- Members of a registered co-operative society.
- Members of Registered Service Clubs.
- Holders of credit cards of Banks/Diners/Master/Visa.

Regd. & Head Office: New India Assurance Bldg., 87 M.G. Road, Fort, Mumbai - 400 001. TOLL FREE No. 1 800 209 1415.
For redressal of your grievance, if any, you may approach any one of the following offices-1. Policy issuing office 2. Regional office 3. Head office. In case, you are not satisfied with our own grievance redressal mechanism; you may also approach Insurance Ombudsman. For details of our office addresses and addresses of office of Insurance Ombudsman, please visit our website http://newindia.co.in.

- Holders of Deposit Certificates issued by Banks/NBFC's.
- Shareholders of Banks/Public Limited Companies.
- In case of proposals relating to any further category different from the seven notified categories, they may be decided upon Technical Dept., Head Office.
- No Group Discount can be offered on the 'anticipated' group size. Group Discount is to be considered and worked out only on the actual number of members registered in the 'Group' at the time of taking out the policy.
- Under no circumstances claims under such policies can be paid to anyone other than the individual insured.
- Wherever group policies for higher Sum Insured are needed, the same shall be covered under Personal accident policy.

#### **PROHIBITION OF REBATES**

The following is a copy of 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 continue an insurance in respect of any kind of risk relating to lives or property in India, any rebates of premium shown on the policy, nor shall any person talking out or renewing or continuing a policy accept any rebate, except such rebate. as may be allowed in accordance with the published prospectus or table of the insurer provided that acceptance by an insurance agent of commission in connection with a policy of Life insurance taken out by himself on his own life shall not be demand to be acceptance of a rebate of premium within the meaning of the sub-section if at the time of such acceptance the insurance Agent satisfies the prescribed conditions establishing that he is bonafide Insurance Agent employed by the Insurer.
- 2. Any person making default in compiling with the provision of this section shall be punishable with fine which may extend to five hundred rupees.

#### **CONDITIONS**

- 1. Upon the happening of any event which may give rise to a claim under this Policy, written notice with full 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 internment, 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 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 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 the space of 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 Insured's expenses such operation or treatment as the Company may reasonably deem desirable. Provided that all sums payable hereunder shall be payable.
  - In case of death or permanent total disablement 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 Permanent Partial Disablement(PPD) only after reduction by an endorsement of CSI by the amount admissible under the claim in respect of the Insured Person and



<u>Penal Interest:</u> 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. 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 person or any person on behalf of the insured person.

Documents required for processing the accident claim

- a) Duly completed claim form
- b) Report of attending Doctor either as a separate document or on the reverse of claim form if provision is made thereof.
- c) Investigation reports like laboratory test, X-rays and reports essential for confirmation of the injury.
- d) Police reports, wherever necessary.
- e) Medical bill corresponding to doctors prescription where medical extension is granted.

Note: Vitamins and Tonics are deemed medicines ONLY if prescribed by the Doctor, as a part of treatment.

- 4.2. In case of fatal accident cases the following documents need to be scrutinized.
  - a) Death Certificate
  - b) Post-Mortem Report
  - c) Coroner's Report
  - d) Inquest Report

Wherever necessary/applicable.

#### 4. RENEWAL:

- a) The insured shall, on tendering any premium for the renewal of this Policy, give notice in writing to the Company of any disease, physical defect or infirmity with which he has become affected since the payment of last preceding premium.
- b) 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.

#### 5. CANCELLATION CLAUSE:

The Company may at any time, by giving notice in writing, terminate 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 cancelled at any time by the insured by a notice in writing under a certificate of post 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.

6. The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the insured or his legal personal representatives shall in all cases be an effective discharge to the Company.

#### 7. 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.

- 8. If such injury shall as a direct consequence thereof immediately, permanently, totally, and absolutely disable the Insured person from engaging in or being occupied with or giving attention to paid employment or occupation of any description whatsoever, the capital sum insured stated in the schedule hereto.
- 9. **Policy Termination Clause**: The Company may at any time by giving 7 days notice in writing cancel this policy on grounds of Mis-representation, Fraud, Non-disclosure of Material Facts or non-co-operation of the Insured, in which case the Company shall return the premium on pro-rata basis. This policy may be terminated at any time at the request of the Insured and the Company will refund the premium on short period scale (Table given here below). Once the claim is made under the policy no refund of premium is permissible. Under Floater policy no refund is permissible for the individual member.

Period on Risk	Rate of Premium to be charged
Upto One-Month	1/4 <sup>th</sup> of the annual rate
Upto Three Months	1/2 of the annual rate
Upto Six Months	3/4 <sup>th</sup> of the annual rate
Exceeding Six Months	Full Annual rate

#### **EXCEPTIONS**

#### PROVIDED ALWAYS THAT

website http://newindia.co.in.

the Company shall not be liable under this policy for

- 1. Compensation under more than the foregoing sub-clauses (a), (b), (c) or (d) in respect of the same injury or disablement of the insured person.
- 2. Any payment in excess of sum insured under the policy during anyone period of insurance for anyone insured person.
- 3. Any payment, in case of more than one claim under the Policy, during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clauses (a) of this Policy. This would not apply to payments made under **medical expenses** extension and expenses for carriage of dead body.
  - 4. Payment of compensation in respect of Death, Injury or Disablement of the Insured (a) from intentional self-injury, 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 disease/s, AIDS or insanity, (e) arising or resulting from the insured committing any breach of law with criminal intent.

- 5. 'Standard type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) 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 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 Detainment by 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 ionizing 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 weapon 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 by the insured be a condition precedent to any liability of the Company under this Policy.
  - 8. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this policy.
  - 9. Payment of compensation in respect of death, 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.
  - 10. Payment of Compensation in respect of Death, Disablement of the Insured person, 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 of all kinds, princes and people of whatsoever nation, condition or quality.
  - 11. Payment of Compensation in respect of Death or Disablement of the Insured person, directly or indirectly caused by or contributed to by, or arising from or traceable to ionizing radiations or contamination by radioactivity from any source whatsoever or from nuclear weapons material.

Provided also that the due observation and fulfillment of the terms and conditions of this policy (which conditions and 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 person specified in the Schedule here to be a condition precedent to any liability of the Company under this policy.

For The New India Assurance Co. Ltd.,

**Duly constituted Attorney (s)**