

THE NEW INDIA ASSURANCE COMPANY LIMITED

Regd. & H.O. :New India Assurance Building , 87,M.G. Road,
Fort , MUMBAI - 400 001.

PERSONAL PACKAGE INSURANCE POLICY FOR EXECUTIVES / BUSINESSMEN

(EXECUTIVE / ADHIKARI SURAKSHA KAVACH)

WHEREAS the insured named in the Schedule hereto has made to New India Assurance Company Limited (hereinafter called "the Company") a proposal and declaration which shall be the basis of this contract and be deemed to be incorporated herein for the insurance hereinafter contained and has paid the premium stated herein .

The Company hereby agrees subject to the terms and conditions contained herein or endorsed or otherwise expressed hereon that if the Insured shall sustain LOSS or DAMAGE or INCUR LIABILITY or shall sustain BODILY INJURY by accident or shall at any time during the period of insurance or any subsequent renewal in respect of which premium has been paid to the Company the Company will pay to the Insured the value, at the time of happening of such LOSS, of the property so lost or the amount of such damage or the amount of liability incurred or the benefits specified herein but not exceeding in any one period of insurance in respect of each of the several items specified herein the sum set opposite thereto respectively .

GENERAL CONDITIONS

1. Notice : Every notice and communication to the Company required by this policy shall be in writing to the office of the Company through which this Insurance is effected .
2. Mis-description : This Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation misdescription or non-disclosure of any material particular.
3. Reasonable Care : The Insured shall take all reasonable steps to safeguard the property insured against any loss or damage.
4. Cancellation : The Company may at any time by seven days notice in writing cancel this Policy, in which case the Company shall return to the Insured a proportion of the last premium corresponding to the unexpired period of insurance.

This Policy may also be terminated at any time at the request of the Insured in which case the Company will retain the premium for the period this policy has been in force at the short period scale as described below.

Period of risk retained		
Upto one month		25% of the annual rate premium
Upto three months		50% of the annual rate premium

Upto six months		75% of the annual rate premium
Exceeding six months		Full annual rate

5. Claims Procedure :

i) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under this Policy :

a) in the event of theft lodge forthwith a complaint with the Police and take all practicable steps to apprehend the guilty person or persons and to recover the property lost.

b) give immediate notice thereof to the Company and shall within Fourteen (14) days thereafter furnish to the Company at his own expenses detailed particulars of the amount of the loss or damage together with such explanations and evidence to substantiate the claim as the Company may reasonably require.

ii) In the event of a claim under Personal Accident Section under this policy, immediate written notice shall be given by Insured or his legal representative, but in no case later than one month after occurrence of the injury. All certificates, information and evidences whether from a Medical Attendant or otherwise required by the Company shall be furnished at the expenses of insured or his legal representative/ assignee and shall be in such form and of such nature as the Company may prescribe. The Insured person must immediately after the occurrence of an accident which may be the subject of a claim hereunder obtain medical treatment failing which the Company will not be liable for the consequence thereof.

iii) The Insured shall upon the occurrence of any event giving rise or likely to give rise to a claim under the Policy give immediate notice thereof to the Company and shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings. The Insured shall not incur any expenses in making good any claim without the written consent of the Company and shall not negotiate pay settle admit or repudiate any claim without such consent.

6. Contribution : In the event of any loss, damage, liability or expenses covered by this Policy there shall be any other insurance covering the same loss, damage, liability or expenses whether effected by the Insured or not, this Policy shall pay only so much of the excess of such loss, damage, liability or expenses as is not recoverable under such other insurance, subject always to the limitations of this Policy.

7. Fraud : If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or device are used by the Insured or any one acting on the Insured's behalf to obtain any benefit under this Policy, all benefits under the Policy shall be forfeited.

8. Indemnity : The Company may at its option reinstate, replace or repair the property or premises lost or damage or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing but the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and in no case shall the Company be bound to expend more in reinstatement than it would have chosen to reinstate such property as it was at the time of occurrence of such loss or damage not more than the Sum Insured by the Company thereon .
9. Average : If the property hereby insured shall at the time of any loss or damage be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own insurer for the difference and shall bear a ratable proportion of the loss or damage accordingly. Every item, if more than one of the Policy shall be separately subject to this condition .
10. Arbitration : If any 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 an arbitrator, to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1940 as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator, and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings .

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 the award by such arbitrator, arbitrators or umpire 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, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

11. Observation of Terms and Conditions : The due observance and fulfillment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by the insured shall be a condition precedent to any liability of the Company to make any payment under this Policy.
12. Interest / Penalty : No sum payable under this Policy shall carry any interest or penalty.
13. Geographical Scope : The Geographical Scope of this Policy will be India except for Section - I (Portable Computers), Section VI (Personal Accident), Section - IV (Baggage Insurance).

GENERAL EXCEPTIONS

This Company shall not be liable in respect of :

1. Loss, damage, liability or expenses, whether direct or indirect occasioned by happening through or arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection military or usurped power or civil commotion or loot or pilferage in connection therewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. a) Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
b) This insurance does not cover loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by 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 Condition 4(b) only combustion shall include any self- sustaining process of nuclear fission.
5. Loss or damage caused by Terrorism and sabotage activities.

SECTION I LAP TOP

SCOPE OF COVER

The Company will indemnify the Insured in the event of any unforeseen sudden physical loss or damage due to any cause other than those specifically excluded to portable computer specified in the schedule and belonging to the Insured and in personal custody of insured, whilst anywhere in the world for the purpose of business or profession .

SPECIAL EXCLUSION TO SECTION I

The Company will not be liable for :

- a) 10% (Ten percent) of the claim amount subject to a minimum of Rs. 5,000/- (Five Thousand Only) for each and every occurrence of damage .
- b) Damage caused by any faults or defects existing at the time of commencement of present insurance within the knowledge of insured or his representatives whether such faults or defects were known to the Company or not .
- c) Damage due to or consequent upon wear and tear, gradual deterioration, atmospheric or climatic conditions rust, corrosion, moth vermin or insect .
- d) Any costs incurred in connection with the elimination of functional failures unless such failures were caused by an indemnifiable damage .
- e) Any cost incurred in connection with the maintenance of the insured items such exclusions will also apply to parts exchanged in course of such maintenance operations .
- f) Damage to rented or hired equipment for which the owner is responsible either by law or under a lease and / or maintenance agreement .
- g) Damage due to defects of design material or workmanship or otherwise for which manufacturer or supplier of the insured items is responsible either by law or under contract or any amount recoverable under the terms of the Maintenance Agreement .
- h) aesthetic defects, such as scratches on painted, polished or enamelled surfaces .

PROVISIONS APPLYING TO SECTION I :

1. SUM INSURED :

It is a requirement of this insurance that the Sum Insured shall be equal to the Cost of replacement of the insured property by new property of the same kind and same capacity, which shall mean its replacement cost including freight , dues and customs duties, if any.

2. BASIS OF INDEMNITY :

(a) In cases where damage to an insured item can be repaired the Company will pay expenses necessarily incurred to restore the damaged machine to its former state of serviceability plus the cost of dismantling and re-erection incurred for the purpose of effecting the repairs as well as ordinary freight to and from a repair shop, customs duties and dues if any, to the extent such expenses have been included in the Sum

Insured, if the repairs are executed at a workshop owned by the Insured, the Company will pay the cost of materials and wages incurred for the purpose of the repairs plus a reasonable percentage to cover overhead charges .

No deduction shall be made for depreciation in respect of parts replaced, except those with limited life, but the value of any salvage will be taken into account . If the cost of repairs as detailed herein above equals or exceeds the actual value of the machinery insured immediately before the occurrence of the damage, the settlement shall be made on the basis provided for in (b) below .

(b) In cases where an insured item is destroyed - the Company will pay the actual value of the item immediately before the occurrence of the loss, including costs for ordinary freight , erection and customs duties if any, provided such expenses have been included in the sum insured, such actual value to be calculated by deducting proper depreciation from the replacement value of the item . The company will also pay any normal charges for the dismantling of the machinery destroyed , but the salvage will be taken into account .

Any extra charges incurred for overtime, night-work , work on public holidays, express freight are covered by this insurance only if especially agreed to in writing .

The cost of any alterations, improvements or overhauls shall not be recoverable under this policy .

The cost of any provisional repairs will be borne by the Company if such repairs constitute part of the final repairs, and do not increase the total repair expenses .

If the sum insured is less than the amount required to be insured as per Provision-I hereinabove, the Company will pay only in such proportion as the sum insured bears to the amount required to be insured. Every item if more than one shall be subject to this condition separately.

The Company will make payments only after being satisfied by production of the necessary bills and documents, that the repairs have been effected or replacement have taken place, as the case may be

WARRANTY

It is warranted that the Maintenance Agreement in force at the inception of this Policy is maintained during the currency of this policy no variation in the terms of the Agreement shall be made without the written consent of the Company being obtained.

For the purpose of this warranty the word Maintenance shall mean the following :

- (i) Safety checks
- (ii) Preventive maintenance
- (iii) Rectification of loss or damage or faults arising from normal operation as well as from aging.

SECTION II - CELLULAR PHONE

The Company will indemnify the insured for the loss of or damage to cellular phone by theft and burglary, fire, lightning, explosion, malicious or accidental damage due to external means, earthquakes, flood, storm, electrical and mechanical breakdown.

SPECIAL EXCEPTION

The Company shall not be liable in respect of :

1. Loss or damage to handset occurring outside India.
2. Loss or damage caused by misplacement.
3. Loss arising out of ordinary wear and tear.
4. Loss or damage to SIM CARD or other accessories (including antenna and flip) unless Cellular Phone itself is damaged or stolen at the same time.
5. Loss or damage caused by the willful act of the insured, agent or members of the Insured's family.
6. The first Rs.1000/- of each and every claim.

SECTION III - LOSS OF CASH

SCOPE OF COVER

In the event of loss of cash due to accident or misfortune happening during the currency of the policy when the insured is on official duty or on tour outstation, the Company will pay to the insured the amount of such loss not exceeding the amount stated in the schedule upto a maximum of Rs.5,000/- during the policy period.

SPECIAL EXCLUSION TO SECTION III

The Company shall not be liable for

- (i) Shortage of money due to error or omission.
- (ii) loss of money entrusted to any person by the insured.
- (iii) loss arising from fraud or dishonesty of the insured.
- (iv) the amount of loss insured by any other policy.

SPECIAL CONDITIONS

On happening of a loss, the insured shall inform the Police and shall obtain First Information Report (FIR) as a record of proof. The Insured should also submit documentary evidence that the money obtained was either through bank withdrawals or from his office.

SECTION IV - BAGGAGE INSURANCE

In the event of loss or damage due to theft/ burglary/accident or misfortune whilst on journey, anywhere in the world, the Company will indemnify the insured in respect of such loss or damage upto the actual value at the time of happening of loss or damage but not exceeding the Sum Insured in any one period of Insurance.

Journey

It shall mean a trip undertaken in connection with official purpose outside the city, town or municipal limit of place where office is situated.

Baggage

It shall mean personal effects belonging to the insured which are necessary for journey purpose and are being taken by him or her on journey or acquired during the journey.

SPECIAL EXCLUSIONS

The Company will not be liable for :

- a) First Rs.500/- (five hundred only) in each and every loss or damage.
- b) Damage due to confiscation or detention by custom or any other public authority.
- c) Damage not reported to Police within 24 hours of discovery.
- d) Damage due to cracking, scratching or breakage of lens or glass whether part of any equipments or otherwise or of China marble, gramophone records and other articles of a brittle or fragile nature, unless such loss or damage arises from accident to vessel, train, vehicles or aircraft by which such property is conveyed.
- e) Damage caused by moth, mildew, vermin or any process of cleaning, dyeing, repairing or restoring to which the property is subjected.
- f) Damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from overrunning, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included).
- g) Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings, securely locked and properly fastened.
- h) Damage whilst being conveyed by any carrier under contract of affreightment.
- i) Damage to money, securities, manuscripts, deeds bonds, bills of exchange, promissory notes, stock or share certificates, stamps, business books or

documents, jewellery, watches, fur, precious metals, precious stones, gold and silver ornaments, travel tickets, cheques and bank drafts.

- j) Damage, destruction of or to articles of consumable nature.
- k) Loose articles such as sticks, straps, umbrellas, sunshades, fans, deck chairs, property in use on the voyage and/or journey or articles or clothes whilst being worn on the person or carried about.
- l) Damage or destruction caused by or arising from the leakage, spilling or exploding of liquid oils or materials of a like nature or articles of a dangerous or damaging nature.

SECTION V - ALL RISKS (JEWELLERY AND VALUABLES)

The Company will indemnify the Insured in respect of loss or damage to jewellery and Valuables caused by Accidents or Misfortune whilst anywhere in India . Provided that the liability of the Company in respect of any one item any one period of insurance will not exceed the sum insured set against such item in the Schedule hereto and not exceeding in the aggregate the total sum insured hereby Provided further that where damage to any item can be repaired the Company will pay expenses necessarily incurred to restore the damaged item to its former state of serviceability not exceeding the sum insured in respect of such item .

It is expressly declared and agreed that the condition of average in so far as this section is concerned is deemed deleted .

SPECIAL EXCEPTIONS

The Company shall not be liable in respect of :

- I. Loss or damage due to cracking , scratching or breakage of lens or glass whether part of any equipment or otherwise or to china marble, gramophone records and other articles of brittle or fragile nature unless such loss or damage arise from accident to railway train or ship or aircraft or vehicle by which such property is being conveyed.
- II. Loss or damage caused by moth, mildew, vermin or any process of cleaning, dyeing or restoring to which the property is subjected .
- III. Loss of or damage to any electrical or electronic machine, apparatus, fixtures or fittings (including electrical fans, electric household or domestic appliances, wireless sets radio, tape recorders, television sets and the like) or to any portion of electrical installation arising from or occasioned by overrunning, excessive pressure short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included)

- IV. Loss or damage caused by mechanical derangement or over winding of watches and clocks .
- V. Theft from car except from car of fully enclosed saloon type having all the doors, windows and other openings securely looked and property fastened .
- VI. Loss or damage whilst being conveyed by any carrier under contract of affreightment.

SPECIAL CONDITIONS

- I. where any item insured hereunder consists of articles in pair or set the company's liability in respect thereof shall not exceed the value of any particular part or parts which may be lost or damaged without reference to any special value which such articles may have as part of such pair or set not more than a proportionate part of the insured of the pair or set .
- II. No one article or pair of articles is deemed to be more than 10% of the sum insured under this section unless separately specified and value stated .

SECTION VI - PERSONAL ACCIDENT

If any Insured shall during the currency of the Policy sustain anywhere in the World, bodily injury solely and directly caused by accidental, violent , external and visible means resulting in death or disablement within 12 (Twelve) calendar months of occurrence of such injury as stated hereinafter, the Company shall pay to the insured the sum or sums hereinafter set forth .

TABLE OF BENEFITS INDIVIDUAL	PERCENTAGE OF CAPITAL SUM INSURED (C.S.I)
1. Death	100%
2. Total and Irrecoverable loss of	
i) Sight of both eyes, or of the actual loss by physical separation of the two entire hands or two entire feet or of such loss of sight of one eye and such loss of one entire hand or one entire foot.	100%
ii) 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, without physical separation	100%

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|----|--|------|
| 3. | Total and irrecoverable loss of | |
| | i) The sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot. | 50% |
| | ii) Use of a hand or a foot without physical separation | 50% |
| 4. | Permanent Total and Absolute disablement disabling the insured person from engaging in any employment or occupation of any description whatsoever. | 100% |

NOTE For the purpose of Clause 2 and Clause 3 above, physical separation of a hand means separation at or above the wrist and of the foot at or above the ankle.

5. In such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and/or partial and irrecoverable loss of use or of the actual loss by physical separation of the following, then the percentage of the Capital Sum Insured as indicated below shall be payable :-

	Percentage of Capital Sum Insured
i) Loss of toes - all	20
Great - both phalanges	05
Great - one phalanx	02
Other than great, if more than one toe lost each	01
ii) Loss of hearing - both ears	75
iii) Loss of hearing - one ear	30
iv) Loss of four fingers and thumb of one hand	40
v) Loss of four fingers	35
vi) Loss of thumb - both phalanges	25
- on phalanx	10
vii) Loss of index finger	
- three phalanges or two phalanges or one phalanx	10

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|-------|---|--|
| viii) | Loss of middle finger
- three phalanges or
two phalanges or
one phalanx | 06 |
| ix) | Loss of ring finger
- three phalanges or
two phalanges or
one phalanx | 05 |
| x) | Loss of little finger
- three phalanges or
two phalanges or
one phalanx | 04 |
| xi) | Loss of metacarpals
- first or second
(additional) or
third, fourth or
fifth (additional) | 03 |
| xii) | Any other permanent partial
disablement | Percentage as assessed by the
Panel doctor of the Company |
5. Temporary total disablement of the Insured Person following accident for maximum of 100 weeks. 1% of C.S.I. or Rs. 3000/- whichever is lower per week .

For the purpose of benefits applicable, Table D will cover of above Benefit (1) only, Table C will cover of above Benefit (1) to (4), Table B will cover of above Benefit (1) to (5) and Table A will cover of above Benefit (1) to (6). The applicable benefits with CSI for the same as more specifically described in the shedule will be considered for any liability under the Policy.

6. In the event of death of the insured person due to accident as defined in the Policy outside his / her residence, the Company shall reimburse expense incurred for transportation of insured dead body to the place of residence subject to a maximum of 2% (Two percent) of CSI or Rs. 2,500/- (Two Thousand Five Hundred Only) whichever is lower .
7. Education Grant : In the event of death or permanent total disablement of the Insured , due to accident as defined, the Policy shall pay as education grant for the dependent children as below :
- If the Insured person has one dependent child below the age of 25 years, an amount equal to 10% of the CSI subject to a maximum of Rs. 5000/-.
 - If the Insured person has more than one dependent child below the age of 25 years, an amount equal to 10% of the CSI subject to maximum of Rs. 10,000/-.

The payment as above will be made along with the CSI to the same person/s who is/are entitled to receive the CSI .

Provided that if there be any other subsisting P.A. Insurance covering the Insured person total benefits under this policy and under all such policies, shall be limited to a maximum of Rs. 5,000/- in case there is one dependent child and Rs. 10,000 in case there are more than one dependent child . The amount payable shall be borne by all the policies in proportion to the original sum insured .

8. In the event of admissible claim , the Company shall also reimburse Ambulance charges necessarily incurred for transportation of the insured to the Hospital subject to a limit of Rs. 1,000/- (One Thousand Only) any one policy period .

SPECIAL PROVISIONS

- I. **Insured** shall mean the insured aged between 18 years and 70 years permanently working with the office as stated in the Schedule .
- II. **Temporary Total Disablement** will mean the period the insured is disabled following accident and is totally incapable from engaging in any employment or occupation .
- III. For the purpose of item 2 and 3 of table of benefits, **physical separation** of a hand or foot means separation at or above wrist or at or above ankle respectively .

SPECIAL EXCLUSIONS

Provided always that :

The Company shall not be liable under this policy for :

- a) Compensation under more than one of the foregoing benefits 1 to 5, in respect of the same accident .
- b) 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 Benefit (1) of this Section .
- c) Payment of compensation in respect of death , injury or Disablement from intentional self -injury , suicide or attempted suicide, whilst under the influence of intoxicating liquor or drugs, whilst engaging in ballooning or Aviation, whilst mounting into, dismounting from or travelling in any Balloon or Aircraft other than as a passenger (fare paying or otherwise) in any duty licensed standard type of Aircraft anywhere in the world .
- d) Directly or indirectly caused by venereal diseases or insanity .

- e) Death or disablement resulting directly or indirectly caused by or contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof .
- f) Arising or resulting from the insured person committing any breach of law with criminal intent .

CUMULATIVE BONUS

Compensation payable under Table of Benefits (1), (2), (3) and (4) of the policy viz . death, loss of limb(s) or sight and permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year during which the Policy shall have been in force prior to the occurrence of an accident for which capital sum becomes payable but amount of such increase shall not exceed 50% of the capital sum insured stated in the Schedule herein .

Endorsement To Cover Medical Expenses

Endorsement No. extending insurance
under Policy No. in the name of

In consideration of the payment of an additional premium amounting to Rs. _____ 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 medical expenses necessarily incurred and expended in connection with any accident as specified in the Policy , for which a claim is made by the Insured and admitted by the Company .

The Company shall reimburse to the Insured an amount upto but not exceeding forty percent of the compensation paid in settlement of a valid claim under this Policy or 10% of the relevant sum insured whichever is less . Further, it is a condition precedent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted to and is approved by the Company .

PROVIDED ALWAYS THAT ;

1. This insurance shall not apply, in so far as it applies to a female to expenses incurred in respect of any conditions arising from or traceable to any disease of the organs of generation , malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter .
2. The Company shall not be liable to make any payment under this Policy in respect of :-
 1. Disease, Injury, Death or Disablement directly or indirectly due to War, Invasion, Act or Foreign Enemy Hostilities or Warlike Operations (whether war be declared or not) or Civil Commotion or Rebellion Military, Naval or Air Service or Breach of Law of Hunting , steeplechasing, Revolution, Insurrection, Mutiny, engaging in

aviation other than as a passenger (fare paying or otherwise) in any licensed Standard Type of Aircraft .

- II. Circumcision or Structures or Vaccination or Innoculation or change of life or beauty treatment of any description or dental or eye treatment or Intentional self injury or insanity or dissipation or Nervous Breakdown (which expression shall cover also general debility "run down" conditions and General "overhaul") or venereal Disease or intemperance or the use of intoxicating drugs or liquors or any diseases, injury, death or disablement directly or indirectly due to any one or more of them .

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy .

SECTION VII MEDICLAIM

Scope of Cover

The Company undertakes that if during the period stated in the Schedule or during the continuance of this policy by renewal any Insured shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any such Insured Person, upon the advice of a duly qualified Physician/Medical Specialist/Medical Surgeon (hereinafter called SURGEON) to incur a) hospitalisation expenses for medical/surgical treatment at any Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient OR (b) on domiciliary treatment in India under Domiciliary Hospitalisation Benefits as hereinafter defined, the Company will pay to the Insured the amount of such expenses as are reasonably and necessarily incurred in respect thereof by or on behalf of such Insured but not exceeding the sum insured in aggregate in any one period of insurance stated in the schedule hereto.

- 1.0** In the event of any claims becoming admissible under this Scheme, the Company will pay to the insured the amount of such expenses as would fall under different heads mentioned below, and as are reasonably and necessarily incurred thereof by or on behalf of such Insured, but not exceeding the Sum Insured in aggregate mentioned in the schedule hereto.

- A) Room, Boarding Expenses as provided by the hospital/nursing home.
- B) Nursing Expenses
- C) Surgeon, Anesthetist, Medical Practitioner, Consultant, Specialist Fees.
- D) Anesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances.
Medicines and Drugs, Diagnostic Materials and X-Ray, Dialysis, Chemotherapy, Radiotherapy , Cost of Pacemaker, Artificial Limbs and Cost of organs and similar expenses.

Note: Company's liability in respect of all claims admitted during the

period of insurance shall
not exceed the Sum Insured per person mentioned in the
Schedule.

2 DEFINITIONS :

2.1 "HOSPITAL/NURSING HOME" means any institution in India established for indoor care and treatment of sickness and injuries and which
Either

a) has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.

Or

b) should comply with minimum criteria as under

i) It should have at least 15 in-patient beds

ii) fully equipped operation theater of its own wherever surgical operations are carried out.

iii) fully equipped nursing staff under its employment round the clock

iv) fully qualified Doctor(s) should be in charge round the clock

NB (In class 'C' towns, condition of number of beds be reduced to 10)

2.1.1 The term "HOSPITAL/NURSING HOME" shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel or a similar place.

2.2 "SURGICAL OPERATION" means manual and/or operative procedures for correction of deformities and defects, repair or injuries, diagnosis and cure of disease, relief of suffering and prolongation of life.

2.3 Expenses of Hospitalisation for minimum period of 24 hours are admissible. However, this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Dental Surgery, Lithotripsy (Kidney stone removal), D&C, Tonsillectomy taken in the Hospital/Nursing Home and the Insured is discharged on the same day; the treatment will be considered to be taken under Hospitalisation Benefit.

2.4 DOMICILIARY HOSPITALISATION BENEFIT MEANS:

Medical treatment for a period exceeding three days for such illness/disease/injury which in the normal course would require care and treatment at the hospital/nursing home but, actually taken whilst confined at home in India under any of the following circumstances namely :-

I) The condition of the patient is such that he/she cannot be removed to the hospital/nursing home or

II) The patient cannot be removed to hospital/nursing home for lack of accommodation therein

Subject however that Domiciliary hospitalisation benefits shall not cover:-

I) Expenses incurred for pre and post hospital treatment and

- II) Expenses incurred for treatment for any of the following diseases:
- 1) Asthma
 - 2) Bronchitis
 - 3) Chronic Nephritis and Nephrotic Syndrome.
 - 4) Diarrhea and all type of Dysenteries including Gastroenteritis
 - 5) Diabetes Mellitus and Insipidus
 - 6) Epilepsy
 - 7) Hypertension
 - 8) Influenza, Cough and cold
 - 9) All Psychiatric or Psychosomatic Disorders
 - 10) Pyrexia of unknown Origin for less than 10 days
 - 11) Tonsillitis and upper Respiratory Tract infection including Laryngitis and pharyngitis.
 - 12) Arthritis, Gout and Rheumatism

Note When treatment such as Dialysis, Chemotherapy, Radiotherapy etc. Is taken in the Hospital/Nursing Home and the Insured is discharged on the same day, the treatment will be considered to be taken under Hospitalisation benefit section.
Liability of 'The Company' under this clause is testified as stated in the Schedule attached hereto.

3 ANY ONE ILLNESS

Any one illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.

3.1 PRE-HOSPITALISATION

Relevant medical expenses incurred during period upto 30 days prior to Hospitalisation/ Domiciliary hospitalisation on disease/illness/injury sustained will be considered as part of claim mentioned under item above.

3.2 POST-HOSPITALISATION

Relevant Medical expenses incurred during period upto 60 days after Hospitalisation/Domiciliary Hospitalisation on disease/illness/injury sustained will be considered as part of claim as mentioned under item 1.1 above.

3.3 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 term Medical Practitioner would include Physician, Specialist and Surgeon

3.4 QUALIFIED NURSE

Means a person who holds a certificate of a recognised Nursing Council and who is employed on recommendations of the attending medical

practitioner.

4 **EXCLUSIONS :**

4.0 The company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of :-

4.1 Such disease which have been in existence at the time of proposing this insurance. Pre-existing condition means any injury which existed prior to the effective date of this insurance. Pre-existing condition also means any sickness or its symptoms which existed prior to the effective date of this insurance, whether or not the Insured had knowledge that the symptoms were relating to the sickness. Complications arising from pre-existing disease will be considered part of that pre-existing condition.

4.2 Any expenses on hospitalisation/domiciliary hospitalisation incurred during first 30 days from the date of commencement of insurance cover except in case of injury arising out of an accident.

4.3 During the first year of the operation of insurance cover, the expenses on treatment of diseases such as Cataract, Benign Prostrate Hypertrophy, Hysterectomy for Menorrhagia, or Fibromyoma, Hernia, Hydrocele, Congenital Internal disease, Fistula in anus, piles, Sinusitis and related disorders are not payable. If these diseases are pre-existing at the time of proposal they will not be covered even during subsequent period or renewal too.

4.4 Injury/disease directly or indirectly caused by or arising from or attributable to War invasion, Act of foreign enemy, War like operations (whether war be declared or not)

4.5 Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as part of any illness.

4.6 Cost of spectacles and contact lenses and hearing aids.

4.7 Dental treatment or surgery of any kind unless requiring hospitalisation.

4.8 Convalescence, general debility, 'Run-down' condition or rest cure, Congenital, external disease or anomalies, sterility, venereal disease, intentional self injury and use of intoxication drugs/alcohol.

4.9 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or

Variation Deficiency syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.

- 4.10 Charges incurred at Hospital or Nursing Home primarily for diagnosis, X-Ray or Laboratory examination not consistent with incidental to the diagnosis and treatment of positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home .
- 4.11 Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
- 4.11.1 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials.
- 4.12 Treatment arising from or traceable to pregnancy, childbirth including cesarean section.
- 4.13 Naturopathy Treatment

5.0 CONDITIONS

- 5.1 Every notice or communication to be given or made under this Policy shall be delivered in writing at the address as shown in the Schedule.
- 5.2 The premium payable under this policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the company signed by a duly authorised official of the company. The due payment of premium and the observance and fulfillment of the terms provisions, conditions and endorsements of this Policy by the Insured in so far as they relate to anything to be done or complied with by the Insured shall be a condition precedent to any liability of the Company to make any payment under the Policy , No waiver of any terms, provisions, conditions and endorsement of this policy shall be valid unless made in writing and signed by an authorised official of the Company.
- 5.3 Upon the happening of any event which may give rise to a claim under this Policy notice with full particulars shall be sent to the Company within 7 days from the date of Death, Injury, Hospitalisation/Domiciliary Hospitalisation.
- 5.4 Claim must be filed within 30 days from date of discharge from the hospital.

Note: Waiver of this Condition may be considered in extreme cases of hardship where 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.

- 5.5** The Insured shall obtain and furnish the Company with all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.
- 5.6** Any medical practitioner authorised by the Company shall be allowed to examine the Insured in case of any alleged injury or disease requiring Hospitalisation when and so often as the same may reasonably be required on behalf of the Company.
- 5.7** 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 means or device whether by the Insured or by any other person acting on his behalf.
- 5.8** If at the time when any claim arises under this policy, there is in existence any other insurance (other than Cancer Insurance Policy in collaboration with Indian Cancer Society) whether it be effected by or on behalf of any Insured in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, liability, compensation, costs or expenses. The benefits under this Policy shall be in excess of the benefits available under Cancer Insurance Policy.
- 5.9** **Cancellation Clause :**
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.

**PERIOD ON RISK
CHARGED**

RATE OF PREMIUM TO BE

Upto one month	1/4 th of the annual rate
Upto three months	1/2 of the annual rate
Upto six months	3/4th of the annual rate
Exceeding six months	Full annual rate

- 5.10** 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 arbitration in accordance with the provisions of the Indian Arbitration Act,

1940 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.

5.11 If the Company shall disclaim liability to the Insured for any claim hereunder and if the Insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

5.12 All medical/surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

6 *PAYMENT OF CLAIM*

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

7 *CUMULATIVE BONUS*

Sum Insured under the policy shall be progressively increased by 5% in respect of each claim free year of insurance, subject to maximum accumulation of 10 claim free years of insurance.

7.1 In case of a claim under the policy in respect of Insured person who has earned the cumulative bonus, the increased percentage will be reduced by 10% of Sum Insured at the next renewal, however basic Sum Insured will be maintained and will not be reduced.

N.B. 1) for existing policy holders (as date of implementation) the accrued amount of benefit of cumulative bonus will be added to the Sum Insured, subject to maximum 10 claim free years.

2) Cumulative bonus will be lost if policy is not renewed on the date of expiry

Waiver : In exceptional circumstances the seven days extension in period of renewal is permissible to be entitled for cumulative bonus although the policy is renewed only subjected to Medical Examination and exclusion of diseases.

COST OF HEALTH CHECK UP

In addition to Cumulative Bonus, the insured shall be entitled for reimbursement of the cost of medical check-up once at the end of block of every four underwriting years provided there are no claims reported during the block. The cost so reimbursable shall not exceed the amount equal to 1% of the amount of average sum insured during the block of four underwriting years.

IMPORTANT

For Cumulative Bonus and Health Check-up Provisions as aforesaid Both Health Check-up and Cumulative Bonus provisions are applicable only in respect of continuous insurance without break excepting however, where in exceptional circumstances the break in period for a maximum of seven days is approved as a special case subject to medical examination and exclusion of disease during the break period. Health Check-up benefit will be accrued after completion of four years continuous claim free insurance.

SECTION VIII - PERSONAL LIABILITY

Personal Liability : The Company will indemnify the insured against all sums which the insured shall become legally liable to pay .

- a) As compensation in respect of accidental death or injury to any person other than insured or his family members or any other person residing with him .
- b) In respect of accidental damage to property caused by or through the fault or negligence of insured person .

Whilst caused during performance of any act in connection with insured's Business or Profession during the currency of this policy within India upto the limit of sums set in the Schedule for any one event and for all events during the Period of Insurance .

SPECIAL PROVISIONS

- i) **Injury** shall mean death, bodily injury, illness or disease of or to any person .
- ii) **Property** shall mean material property.
- iii) **Damage** means actual and/or physical damage to material property .
- iv) **Event** shall mean one occurrence or number of occurrences arising directly or indirectly from one source or original source .
- v) **Insured** shall mean the insured between 18 years and 70 years of age .

Limit of Indemnity

The Company's liability shall not exceed the sum insured mentioned in the schedule .

SPECIAL EXCLUSIONS

The Company will not be liable for :

- a) The first Rs. 2,000/- in respect of Third Party Property Damage .

- b) Any compensation for death of or bodily injury to any member of insured person's family , partners, managerial staff, contractors, employees or damage to property belonging to or in the custody of or control of insured or insured person's family partner, directors managerial staff, employees and contractors employees .
- c) Liability assumed by agreement unless such liability would have attached to the insured notwithstanding such agreement .
- d) Injury or Damage caused by or resulting from anything sold, supplied, installed, erected, repaired, altered or treated and/ or due to professional advice rendered by the Insured or by any person on behalf of the insured other than food or beverages sold or supplied by the insured as a service the employees or visitors for consumption in the office .
- e) Accidents directly or indirectly caused by, traceable to or arising out of the ownership, possession or the custody by or on behalf of insured of animals, vehicles, aircrafts, ships, boats or crafts of any kind .
- f) Liability arising out of loss pure financial nature such as loss of goodwill loss of market etc.
- g)
 - a) Liability arising out of all personal injuries such as libel,slander, false arrest, wrongful eviction and detention, deformation and mental injury arising or shock resulting therefrom
 - b) Infringement of plans, copyright, patents trademark , registered design .
- h) For fines, penalties, punitive or exemplary damage or any other resulting from the multiplication of compensatory damage .
- i)
 - a) Damage to property owned, leased and hired or under hire purchase or on loan to the insured or otherwise in the insured's care custody and control and control other than : the premises (or the contents thereof) temporarily occupied by the insured for work thereon or other property temporarily in the insured's possession for work therein (but no indemnity is granted for damage to that part of the property on which the insured is working and which arises out of such work.)
 - b) Employees and visitors clothing and personal effects.
- j) Transportation of materials and/or hazardous/dangerous substances outside insured's premises.
- k) Damages arising out alterations, additions, repairs or decorations to the office premises specified in the Schedule.

PERSONAL PACKAGE INSURANCE POLICY FOR EXECUTIVES/ BUSINESSMEN

Schedule attached to policy

Agency code No. _____

Policy No. _____

1. Insured's Name and address :-

2. Business or profession of Insured

3. Address of Office Premises

4. Period of Insurance From _____ am/pm To _____ (midnight)

5. Total premium Rs.

Covers operative

Section I
1 Portable Computer/Lap Top

Description of item
MAKE SR. NO. MODEL NO. Yr. of make Sum Insured

Rate (Two Percent) Premium Rs. _____

SECTION II
Cellular Phone

Make Phone No. Handset Sr. No. SIM card No. Model MFG Yr. Sum Insured

Rate (2.5 Percent) Premium Rs. _____

Section III
Loss of cash

Sum Insured

Rate (One Percent) Premium Rs. _____

Section IV
Baggage Insurance

Item Description Sum Insured

- 1.
- 2.
- 3.

Rate (0.75 Percent) Premium Rs. _____

Section V
All Risk

Item Description Brand / identification Sum Insured

- | | | | | |
|----|-------------------|--|-----|-----|
| 1. | Digital Diary | | Rs. | |
| 2. | Gold Ring / Chain | | | Rs. |
| 3. | Spectacles | | Rs. | |
| 4. | Goggles | | Rs. | |
| 5. | Pen set | | Rs. | |
| 6. | Calculator | | Rs. | |
| 7. | Camera | | Rs. | |

8. Wristwatches Rs.
 9. Others (Specify) Rs.

Rate (One Percent) Premium Rs. _____

**Section VI
 (Personal Accident)**

Name of Insured	Age	Details of existing Infirmary/ Disability	Occupation	Table opted	Sum Insured	C.B earned	Name of Assignee
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Rate (as per guidelines) Premium Rs. _____

**Section VII
 Mediclaim**

Name of Insured	Age/ Sex	Occupation	Sum Insured (overall Limit)	Domiciliary Hosp. Limit (Rs. Part of S.I.)	C.B earned	Existing Disability
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In case of group proposals necessary amendments, endorsements are to be passed to give effect for adding bonus malus provision and deleting cumulative bonus and health check -up provisions.

Rate (as per market agreement) Premium Rs. _____

**SECTION VIII
 PERSONAL LIABILITY**

Personal Liability	Limit of Liability Rs. 50,000/-

	Premium Rs. 25 Flat

TOTAL PREMIUM	Rs.
Less: Discount for covering 4 or More sections @ 10% (Refer Note No.4)	Rs.
NET PREMIUM	Rs.
+ 5% Service Tax	Rs. _____
TOTAL	Rs. _____

(To be completed by Insurance company)

SPECIAL CONDITIONS : Insurance cover herein applies to section
Nos. _____ above
in witness whereof signed by & on behalf
of the company .

OFFICE ADDRESS
DATE

FOR THE NEW INDIA ASSURANCE CO.LTD

Duly constituted Attorney