



The New India Assurance Company Limited

Regd. Office: New India Assurance Bldg. 87, M.G. Road, Fort, Mumbai-400 001.

Issuing Office

Universal Health Insurance Policy (APL)



Whereas, the Insured, designated in the Schedule hereto has by a proposal and declaration dated as stated in the Schedule which shall be the basis of this contract and is deemed to be incorporated herein, has applied to _____ INSURANCE COMPANY LTD. (herein after called the Company) for the insurance hereinafter set forth in respect of Employees/Members (including their eligible family members) named in the Schedule hereto (hereinafter called the Insured Person) and has paid premium as consideration for such insurance.

SECTION I : Hospitalisation Expenses

1.1 Subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule any Insured Person shall contract any disease or suffer from any illness (herein after 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 Practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur Hospitalisation Expenses for Medical/Surgical treatment at any Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient the Company will pay through TPA to the Hospital / Nursing Home or Insured person the amount of such expenses subject to limits as are reasonably and necessarily incurred in respect thereof by or on behalf of such Insured Person but not exceeding the Sum Insured for that person/family (all claims in aggregate) in one period of Insurance stated in the schedule hereto.

1.2 In the event of any claim becoming admissible under this scheme, the company will pay through TPA to the Hospital/ Nursing Home or insured person the amount of such expenses as would fall under different heads subject to limits mentioned below and as are reasonably and necessarily incurred thereof by or on behalf of such insured person.

Hospitalisation Benefits		Limits
A	(i) Room, Boarding expenses as provided by the Hospital/Nursing Home (ii) If admitted in IC Unit	i) Upto to 0.5% of Sum Insured per day ii) Upto 1% of Sum Insured per day
B	Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees, Nursing Expenses	Upto Rs.15% of Sum Insured per illness/ Injury
C	Anesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, drugs, Diagnostic material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, artificial limbs.	Up to 15% of Sum Insured per illness/Injury

Universal Health Insurance Policy

- N.B. (a) Total expenses incurred for any one illness is limited to Rs.15,000/-.
(b) Company's liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured of Rs.30000/- per person or family as mentioned in the Schedule.

2 DEFINITIONS :

2.1 **Hospital/Nursing Home**, means any institution in India established for indoor care and treatment of disease 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) Hospital/ Nursing Home run by Government.

OR

- (c) Should comply with minimum criteria as under:
- i. It should have at least 15 inpatient beds. In Class "C" town having population of less than five lakhs the number of beds be reduced to 10.
 - ii. Fully equipped Operation Theatre of its own wherever surgical operations are carried out.
 - iii. Fully qualified nursing staff under its employment round the clock
 - iv. Fully qualified doctor(s) should be in charge round the clock

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 addiction 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 of injuries, diagnosis and cure of diseases, 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, 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 under Hospitalisation Benefit. This condition will also not apply in case of stay in Hospital of less than 24 hours provided

- a) The treatment is such that it necessitates hospitalization and the procedure involves specialized infrastructural facilities available in hospitals.
- b) Due to technological advances hospitalization is required for less than 24 hours only.

3.0 **Any One Illness** will be deemed to mean continuous period of illness and it includes relapse within 60 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 60 days as stated above will be considered as fresh illness for the purpose of this policy.

3.3 **Medical Practitioner** means a person who holds a degree/diploma from a recognized institution and is registered by the Medical Council of India or the respective State Councils. The term Medical Practitioner would include Physician, Specialist and Surgeon.

Universal Health Insurance Policy

3.4 **Qualified Nurse** means a person who holds a certificate of a recognised Nursing Council and who is employed on the recommendations of the attending Medical Practitioner.

3.5 **TPA** means a Third Party Administrator who is licensed by the Insurance Regulatory and Development Authority, and is engaged, for a fee or remuneration, by whatever name called as may be specified in the agreement with the company, for the provision of health services.

4 Exclusions

The Company shall not be liable to make any payment under this Policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of :

- 4.1 All diseases/injuries which are pre existing when the cover incepts for the first time. For the purpose of applying this condition, the date of inception of the initial Medclaim policy taken from any of the Indian insurance companies shall be taken, provided the renewals have been continuous and without any break.
- 4.2 Any disease other than those stated in Clause 4.3, contracted by the Insured Person during the first 30 days from the commencement date of the policy. This condition 4.2 shall not however, apply in case of the Insured person having been covered under this scheme or Group Insurance Scheme with any of the Indian Insurance companies for a continuous period of preceding 12 months without any break.

Note : These exclusions 4.1 and 4.2 shall not however apply if,

- a. In the opinion of Panel of Medical Practitioners constituted by the Company for the purpose, the Insured Person could not have known of the existence of the Disease or any symptoms or complaints thereof at the time of making the proposal for insurance to the Company, AND
 - b. Insured had not taken any consultation, treatment or medication in respect of hospitalization for which claim has been lodged under the policy prior to taking the insurance.
- 4.3 During the first year of the operation of the policy the expenses incurred on treatment of diseases such as Cataract, Benign Prostatic 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 (other than Congenital Internal Diseases/ Defects) are pre-existing at the time of proposal they will not be covered even during subsequent period of renewal. If the Insured is aware of the existing of Congenital Internal Disease/Defect before inception of the policy, the same will be treated as pre-existing.
 - 4.4 Injury or disease directly or indirectly caused by or arising from or attributable to War Invasion Act or Foreign Enemy Warlike operations (whether war be declared or not).
 - 4.5 Circumcision unless necessary for treatment or 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 as accident or as part of any illness.
 - 4.6 The cost of spectacles, contact lenses and hearing aids.

Universal Health Insurance Policy

- 4.7 Any Dental treatment or surgery which is a corrective, cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalization for treatment.
- 4.8 Convalescence general debility `Run Down' condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating 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 variations Deficiency Syndrome or any Syndrome or condition or a similar kind commonly referred to as AIDS.
- 4.10 Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence of 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, miscarriage, abortion or complications of any of these including caesarean section.
- 4.13 Naturopathy treatment

SECTION II : Coverage for Earning Head of the family as declared in the Schedule

If the Earning Head of the family shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means, and if such injury shall within six calendar months of its occurrence lead to death then the Company shall pay to the Insured a sum of Rs.25,000/-.

SECTION III: Disability Compensation for earning Head of the Family

Disability compensation at the rate of Rs. 50/- per day up to maximum of period of 15 days in a policy year with a time excess of 3 days is payable if the Earning Head of the family is hospitalized due to accident/diseases/illness for which there is a valid claim admitted under Section I of the Policy.

EXCLUSIONS :

- 4.14 Payment or compensation in respect of death directly or indirectly arising out of or contributed to by or traceable to any disability already existing on the date of commencement of this policy.
- 4.15 Death arising directly or indirectly from or traceable to :
 - 1. Intentional self injury, suicide or attempted suicide
 - 2. Pregnancy or any complication in consequence thereof
 - 3. 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 or engaging in hazardous sports of any kind whatsoever.

Universal Health Insurance Policy

4. Whilst under the influence of intoxication, liquor or drugs
5. Directly or indirectly caused by venereal diseases or insanity
6. Arising or resulting from the insured committing any breach of law with criminal intent.
7. War and war like perils, nuclear perils, radioactivity etc.

5. Conditions applicable to Sections –I & II :

- 5.1 Every notice of communication to be given or made under this policy shall be delivered in writing at the address of the TPA office 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 the duly authorised official of the Company. The due payment of premium and the observance and fulfillment of the terms provisions conditions and endorsement of this policy by the Insured person in so far as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms provisions conditions and endorsement on 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 TPA named in the Schedule immediately and in case of emergency within 24 hours of Hospitalization.
- 5.4 All supporting documents relating to the claim must be filed with TPA within 7 days from the date of discharge from the hospital.

NOTE: Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the TPA/Company that under the circumstances 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 person shall obtain and furnish the TPA with all original bills, receipts and other documents upon which a claim is based and shall also give the TPA such additional information and assistance as the TPA/Company may require in dealing with the Claim.
- 5.6 Any Medical Practitioner authorised by the TPA/Company shall be allowed to examine the Insured person/records of the hospital 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 TPA/Company.
- 5.7 In case of death of earning member of the family due to accident a post-mortem report must be submitted along with other documents of proof of death.
- 5.8 The Company shall not be liable to make any payment under this policy in respect of any claim
 - a. If the Policy has been obtained by misrepresentation of material facts;
 - b. If such claim be in any manner be fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.

Universal Health Insurance Policy

- 5.9 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 person 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 the Cancer Insurance Policy.
- 5.10 The Policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal and the Company may at any time cancel this policy by sending the Insured 30 (thirty) days notice by Registered Letter at Insured's last known address and in such event the Company shall refund to the Insured a prorata premium for unexpired period of Insurance. The Company shall however, remain liable for any claim which arise 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 here below) provided no claim has occurred up to the date of cancellation.

Period of risk	Rate of premium to be charged
Up to 1month	1/4 of the annual rate
Up to 3 months	1/2 of the annual rate
Up to 6 months	3/4 of the annual rate
Exceeding 6 months	Full annual rate

- 5.11 If any dispute or difference shall arise as to the quantum to be paid under the Policy, (liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they can not 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.

- 5.12 If the TPA/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.

Universal Health Insurance Policy

- 5.13 All medical surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.
- 5.14 **Claims Minimisation Clause :**
The Insured will at all times cooperate with a TPA / Company to contain claims ratio by ensuring that the treatment charges and other expenses are reasonable and necessary and will be subject to further sub-limits as may be required.
- 5.15 **Premium Adjustment Clause :** If the Claim ratio exceeds 80% of the premium paid the renewal rate will be adjusted so as to ensure that the claims ratio remains within 80% of the premium paid. For arriving at the claims ratio, the first ten months will be taken into consideration and an average for the whole year will be taken and premium charged provisionally. The final adjustment if any, will be made at the end of 60 days in the new policy period after full incurred claims figures are available. In subsequent years the claim ratio will be taken on the average of 2 or 3 years as the case may be.