

(LEGAL DISCLAIMER) NOTE: The information must be read in conjunction with the Prospectus and Policy Document. In case of any conflict between the CIS and the Policy Document the terms and conditions mentioned in the Policy Document shall prevail.

CUSTOMER INFORMATION SHEET/KNOW YOUR POLICY

SI No	Title	Description	Policy Clause Number
1	Name of the Insurance Product/Policy	NEW INDIA ASHA KIRAN POLICY	PAGE1
2	Policy Number		
3	Type of Insurance Product/Policy	Indemnity + Benefit	Policy clause Section 3 and 3.5
4	Sum Insured Basis	<ul style="list-style-type: none"> • Floater Sum insured. • Sum insured available are 2, 3, 5, 8, 10, 12 and 15 lakhs. 	Prospectus Point 2 & 19.
5	Policy Coverage (What Policy Covers?)	Expense in respect of:	
		Admission in hospital beyond 24 hours	Policy clause 2.18
		Pre-hospitalisation (treatment prior to admission in hospital) of 30 days	Policy clause 2.36 and 3.1(e)
		Post-Hospitalisation (treatment after discharge from Hospital) within 60 days from date of discharge	Policy clause 2.37 & 3.1(f)
		Specified / Listed procedures requiring less than 24 hours of hospitalization (day care) List of 226 Day care procedure in policy clause.	Annexure 1: List 1 of Day Care Procedure

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		<p>Proportionate Deduction is applicable on the Associate Medical Expenses, if the Insured Person opts for a higher Room than his eligible category. It shall be effected in the same proportion as the eligible rate per day bears to the actual rate per day of Room Rent. However, it is not applicable on</p> <ul style="list-style-type: none"> • Cost of Pharmacy and consumables. • Cost of Implants and Medical Devices • Cost of Diagnostics. <p>Proportionate Deduction shall also not be applied in respect of Hospitals which do not follow differential billing or for those expenses in which differential billing is not adopted based on the room category, as evidenced by the Hospital's schedule of charges / tariff.</p>	<p>Policy Clause 3.1(g)</p>
		<ul style="list-style-type: none"> • Cataract: Our liability for any claim of Cataract shall not exceed 10% of Sum Insured subject to a maximum of Rs. 50,000. 	<p>Policy Clause 3.2</p>
		<ul style="list-style-type: none"> • Expenses incurred for Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy system of medicines is covered up to 100% of the Sum Insured during each policy year as specified in the policy schedule 	<p>Policy Clause 3.3</p>
		<ul style="list-style-type: none"> • We will pay Hospital Cash at the rate of 0.1% of the Sum Insured, for each day of Hospitalisation, admissible under the Policy. The payment under this Clause for Any One Illness shall not exceed 1% of the Sum Insured. The payment under this Clause is applicable only where the period of Hospitalization exceeds twenty-four hours. 	<p>Policy Clause 3.4</p>
		<ul style="list-style-type: none"> • <u>CRITICAL CARE BENEFIT</u> <p>If during the Period of Insurance any Insured Person discovers that he or she is suffering from any Critical Illnesses as defined under 2.8, which results in a claim admissible under this Policy, 10% of the Sum Insured would be paid as Critical Care Benefit along with the admissible claim amount.</p> <p>Critical Care Benefit is payable only once in the life time of each Insured Person and is not applicable to any Insured Persons for whom it is a Pre- Existing Condition/Disease. Any payment under this Clause would be in addition to the Sum Insured and shall not deplete the Sum Insured.</p>	<p>Policy Clause 3.5</p>

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	<ul style="list-style-type: none"> • <u>PAYMENT OF AMBULANCE CHARGES</u> <p>We will pay You the charges for Ambulance services not exceeding 1% of the Sum Insured per Insured event, Medically Necessarily incurred for shifting any Insured Person to Hospital for admission in Emergency Ward or ICU, or from one Hospital to another Hospital for better medical facilities.</p>	<p>Policy Clause 3.6</p>										
	<ul style="list-style-type: none"> • Optional Cover I: NO PROPORTIONATE DEDUCTION <p>On payment of additional Premium as mentioned in Schedule, it is hereby agreed and declared that Clause 3.1(g) stands deleted for the members covered in the Policy as stated in the Schedule.</p> <p>You shall continue to bear the differential between actual and eligible Room Rent.</p>	<p>Policy Clause 3.9</p>										
	<ul style="list-style-type: none"> • Optional Cover II: Maternity Expenses- <p>On the payment of additional Premium as mentioned in Schedule, it is hereby agreed and declared that Clause 4.4.15 stands deleted for Insured Person as mentioned in the Schedule. Our liability for claim admitted for Maternity shall not exceed 10% of the average Sum Insured of the Insured Person in the preceding three years. This Optional Cover is available for Sum Insured 5 L & above.</p> <p>For more details Please refer policy documents.</p>	<p>Policy Clause 3.10</p>										
	<ul style="list-style-type: none"> • Optional Cover III: Revision in cataract Limit- <p>This benefit is applicable only if the Sum Insured of the Insured person is more than or equal to Rs. 8 lakhs. On payment of additional premium, additional limit shall be as follows:</p> <table border="1" data-bbox="500 1480 1414 1675"> <thead> <tr> <th><u>Sum Insured</u></th> <th><u>Revised Cataract Limit</u></th> </tr> </thead> <tbody> <tr> <td>Rs. 8,00,000</td> <td>Rs. 80,000</td> </tr> <tr> <td>Rs. 10,00,000</td> <td>Rs. 1,00,000</td> </tr> <tr> <td>Rs. 12,00,000</td> <td>Rs. 1,20,000</td> </tr> <tr> <td>Rs. 15,00,000</td> <td>Rs. 1,50,000</td> </tr> </tbody> </table> <p>Note: Benefit of this cover will be available after the expiry of thirty-six months from the date of opting this cover</p>	<u>Sum Insured</u>	<u>Revised Cataract Limit</u>	Rs. 8,00,000	Rs. 80,000	Rs. 10,00,000	Rs. 1,00,000	Rs. 12,00,000	Rs. 1,20,000	Rs. 15,00,000	Rs. 1,50,000	<p>Policy Clause 3.11</p>
<u>Sum Insured</u>	<u>Revised Cataract Limit</u>											
Rs. 8,00,000	Rs. 80,000											
Rs. 10,00,000	Rs. 1,00,000											
Rs. 12,00,000	Rs. 1,20,000											
Rs. 15,00,000	Rs. 1,50,000											

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		<ul style="list-style-type: none"> • Optional Cover IV: Non-Medical Items (Consumables) – On payment of additional Premium items listed in Annexure II (List 1) of the policy clause shall become payable up to Rs. 15,000/- in a policy period. This Optional Cover is available for Sum Insured of 8 L & above. Once this optional cover is opted and a claim has been admitted under the policy, You cannot opt out of this optional cover. 	Policy Clause 3.12
		<ul style="list-style-type: none"> • Congenital Internal Disease or Defects or anomalies shall be covered after twenty-four months of Continuous Coverage. If it was unknown to You or to the Insured Person at the commencement of such Continuous Coverage. Exclusion for Congenital Internal Disease or Defects or Anomalies would not apply to a New Born Baby during the year of Birth and also subsequent renewals, if Premium is paid for such New Born Baby and the renewals are effected before or within thirty days of expiry of the Policy. 	Policy Clause 3.8
		<ul style="list-style-type: none"> • Congenital External Disease or Defects or anomalies shall be covered after forty-eight months of Continuous Coverage, but such cover for Congenital External Disease or Defects or anomalies shall be limited to 10% of the average Sum Insured in the preceding four years. 	Policy Clause 3.8
		<ul style="list-style-type: none"> • SPECIFIC COVERAGES 1- Artificial life maintenance 2- Puberty and Menopause related Disorders 3- Age Related Macular Degeneration (ARMD) 4- Genetic diseases or disorders 5- Treatment of Mental Illness. 	Clauses 3.13(a) to 3.13(e)
		<ul style="list-style-type: none"> • COVERAGE FOR MODERN TREATMENTS or PROCEDURES – 12 Treatments as per clause no 3.14.1 to 3.14.12 Please refer policy documents for more details. 	Clauses 3.14.1 to 3.14.12

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• **CO-PAYMENT FOR CHANGE IN ZONE:**

Where the Insured Person is treated in a Hospital situated outside the Area of Coverage as stated in the Schedule, our liability will be:

- 80% of the admissible claim amount, (or)
 - Sum Insured.
- Whichever is less.

Policy Clause 3.15

PERSONAL ACCIDENT (APPLICABLE TO PROPOSER AND SPOUSE).

If the Proposer and/or Spouse shall sustain any bodily Injury resulting solely and directly from Accident then, we shall pay to dependent daughter(s) as specified in the schedule, the sum hereinafter set forth that is to say:

If such Injury shall within twelve calendar months of its occurrence be the sole and direct cause of

Policy Clause 3.16

S. No	Coverage	Compensation	
3.16.1	Death of	Proposer or Spouse	100% of Sum Insured
		Proposer and Spouse	200% of Sum Insured
3.16.2	Permanent Total Disablement of	Proposer or Spouse	100% of Sum Insured
		Proposer and Spouse	200% of Sum Insured
3.16.3	Loss of both eyes / Loss of both limbs / Loss of one limb and one eye of	Proposer or Spouse	100% of Sum Insured
		Proposer and Spouse	200% of Sum Insured
3.16.4	Loss of one limb / one eye of	Proposer or Spouse	100% of Sum Insured
		Proposer and Spouse	200% of Sum Insured

Note: In the event of unfortunate death of all the Insured Persons specified in the policy, no such benefits shall be payable under this Section.

Any payment under this Clause would be in addition to the Sum Insured and shall not deplete the Sum Insured

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6	Exclusion (What Policy does not cover)	<p style="text-align: center;">Standard Exclusions</p> <ul style="list-style-type: none"> • INVESTIGATION & EVALUATION (Code- Excl04) <ul style="list-style-type: none"> a. Expenses related to any admission primarily for diagnostics and evaluation purposes. b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment • REST CURE, REHABILITATION AND RESPITE CARE (Code- Excl05) Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes: <ul style="list-style-type: none"> a. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons. b. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs. • OBESITY/ WEIGHT CONTROL (Code- Excl06) Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions: <ul style="list-style-type: none"> a. Surgery to be conducted is upon the advice of the Doctor b. The surgery/Procedure conducted should be supported by clinical protocols c. The member has to be 18 years of age or older and d. Body Mass Index (BMI); <ul style="list-style-type: none"> 1. greater than or equal to 40 or 2. greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss: <ul style="list-style-type: none"> i. Obesity-related cardiomyopathy ii. Coronary heart disease iii. Severe Sleep Apnea iv. Uncontrolled Type2 Diabetes 	Policy clause 4.4.1 to 4.4.15

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- **CHANGE-OF-GENDER TREATMENTS (Code- Excl07):** Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex.
- **COSMETIC OR PLASTIC SURGERY (Code- Excl08):** Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner
- **HAZARDOUS OR ADVENTURE SPORTS (Code- Excl09):** Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
- **BREACH OF LAW (Code- Excl10):** Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.
- **EXCLUDED PROVIDERS (Code-Excl11):** Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website / notified to the policyholders are not admissible. However, in case of life-threatening situations or following an accident, expenses up to the stage of stabilization are payable but not the complete claim.
- Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. **(Code- Excl12)**
- Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. **(Code- Excl13)**

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		<ul style="list-style-type: none"> • Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure. (Code- Excl14) • REFRACTIVE ERROR (Code- Excl15): Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptries. • UNPROVEN TREATMENTS (Code- Excl16): Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness. • STERILITY AND INFERTILITY (Code- Excl17) Expenses related to sterility and infertility. This includes: <ul style="list-style-type: none"> a. Any type of contraception, sterilization b. Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI c. Gestational Surrogacy d. Reversal of sterilization • MATERNITY EXPENSES (Code - Excl18) <ul style="list-style-type: none"> a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy; b. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period. 	
		<p>Specific Exclusions</p> <ul style="list-style-type: none"> • Acupressure, acupuncture, magnetic therapies. • Any expenses incurred on Domiciliary Hospitalization. • Service charges, Surcharges, Luxury Tax, Admission fees, Registration fees, Record Charges and Telephone Charges levied by the Hospital. • Bodily Injury or Illness due to willful or deliberate exposure 	<p>Policy clause 4.4.16 to 4.4.32</p>

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		<p>to danger (except in an attempt to save human life), intentional self-inflicted Injury and attempted suicide.</p> <ul style="list-style-type: none"> • Circumcision unless Medically Necessary or as may be necessitated due to an Accident. • Convalescence and General debility. • Cost of braces, equipment or external prosthetic devices, eyeglasses, Cost of spectacles and contact lenses, hearing aids including cochlear implants. • External Medical / Non-medical equipment used for diagnosis and/or treatment including CPAP/BIPAP, Oxygen Concentrator, Infusion pump , Ambulatory devices (walker, crutches, Collars, Caps, Splints, Elasto crepe bandages, external orthopaedic pads) and sub cutaneous insulin pump, Diabetic foot wear, Glucometer / Thermometer and equipment, which is subsequently used at home and outlives the use and life of the Insured Person. • Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion: <ul style="list-style-type: none"> • Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any Illness, incapacitating disablement or death. • Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death. • Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death. • Stem cell implantation/Surgery for other than those 	
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		<p>treatments mentioned in clause 3.20.12</p> <ul style="list-style-type: none"> • Expenses incurred for Rotational Field Quantum Magnetic Resonance (RFQMR), External Counter Pulsation (ECP), Enhanced External Counter Pulsation (EECP), Hyperbaric Oxygen Therapy. • Treatment and/or services taken outside the geographical limits of India • Vaccination and/or inoculation • War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds • Payment or compensation in respect of death, Injury or disablements directly or indirectly arising out of or contributed to or traceable to any disability already existing on the date of commencement of this policy. • Procedures / treatments usually done in outpatient department are not payable under the Policy even if converted as an in-patient in the Hospital for more than twenty-four consecutive hours. • Change of treatment from one system to another unless recommended by the consultant/ Hospital under which the treatment is taken 	
7	Waiting period	<p>Initial Waiting period: First 30 days of all illness (not applicable in case of continuous renewal or accidents)</p>	Policy clause 4.3
		<p>PRE-EXISTING DISEASES (Code- Excl01)</p> <p>a. Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with us.</p> <p>b. In case of enhancement of Sum Insured the exclusion shall apply afresh to the extent of Sum Insured increase.</p> <p>c. If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations then waiting period for the same would be reduced to the extent of prior coverage.</p> <p>d. Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by us.</p>	Policy Clause 4.1

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		<p>SPECIFIC WAITING PERIOD (Code- Excl02)</p> <ul style="list-style-type: none"> • 90 Days Waiting Period <ol style="list-style-type: none"> 1. Diabetes Mellitus 2. Hypertension 3. Cardiac Conditions • 24 Months waiting period <ol style="list-style-type: none"> 1. All internal and external benign tumours, cysts, polyps of any kind, including benign breast lumps 2. Benign ear, nose, throat disorders 3. Benign prostate hypertrophy 4. Cataract and age related eye ailments 5. Gastric/ Duodenal Ulcer 6. Gout and Rheumatism 7. Hernia of all types 8. Hydrocele 9. Non Infective Arthritis 10. Piles, Fissures and Fistula in anus 11. Pilonidal sinus, Sinusitis and related disorders 12. Prolapse inter Vertebral Disc and Spinal Diseases unless arising from accident 13. Skin Disorders 14. Stone in Gall Bladder and Bile duct, excluding malignancy 15. Stones in Urinary system 16. Treatment for Menorrhagia/Fibromyoma, Myoma and Prolapsed uterus 17. Varicose Veins and Varicose Ulcers 18. Puberty and Menopause related Disorders 19. Internal Congenital Diseases 	<p>Clause 4.2</p>

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		<ul style="list-style-type: none"> • 48 Months waiting period <ol style="list-style-type: none"> 1. Joint Replacement due to Degenerative Condition 2. Age-related Osteoarthritis & Osteoporosis 3. Treatment of Mental Illness 4. Age Related Macular Degeneration (ARMD) 5. Genetic diseases or disorders 6. External Congenital disease. 	
8	Financial Limit of Coverage	The Policy will pay only up to the limits specified hereunder for the following disease/procedures:	
	i. Sub-limit	<ul style="list-style-type: none"> • Room Rent, boarding and nursing expenses as provided by the Hospital not exceeding 1.0 % of the Sum Insured (without Cumulative Bonus) per day. 	Clause 3.1(a)
		<ul style="list-style-type: none"> • Intensive Care Unit (ICU) / Intensive Cardiac Care Unit (ICCU) expenses not exceeding 2.0 % of the Sum Insured (without Cumulative Bonus) per day. 	Policy clause 3.1. (b)
		<ul style="list-style-type: none"> • LIMIT ON PAYMENT FOR CATARACT <p>Our liability for payment of any claim within the Period of Insurance, relating to Cataract for each eye shall not exceed 10% of the Sum Insured or Rs. 50,000, whichever is less.</p>	Policy clause 3.2
		<ul style="list-style-type: none"> • Coverage for Modern Treatment <p>Coverage for 12 listed modern treatment will be payable as per the sublimit mentioned in the policy clause.</p> <p>Please refer policy document for more details.</p>	Policy clause 3.14
	ii. Co-Payment	<p>Where the Insured Person is treated in a Hospital situated outside the Area of Coverage (Zone) as stated in the Schedule, our liability will be:</p> <ul style="list-style-type: none"> • 80% of the admissible claim amount, • Sum Insured. <p>Whichever is less.</p>	Policy clause 3.15

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	iii. Deductible	Not applicable	
	iv. Any Other limit as applicable	No	
9	Claims/Claim Procedure	<p>Details of procedure to be followed for cashless service as well as for reimbursement of claims including pre and post hospitalisation.</p> <p>Provide the details/ Web link of the following</p> <p>i. Network hospital details- https://www.newindia.co.in/portal/readMore/HospitalsList</p> <p>ii. Helpline number: 1800-209-1415</p> <p>iii. Hospitals which are blacklisted or from where no claims will be accepted by the insurer- Not applicable</p> <p>iv. Downloading the claim form- https://www.newindia.co.in/cms/24b38b03-6b17-42e8-b047-43c7784c6528/Claim_Form.pdf?quest=true</p> <p>v. Pre-authorisation approval/rejections:</p> <ul style="list-style-type: none"> • Within 2 hours from the time of admission. • Within 1 hour of receipt of request for enhancement. • Within 1 hour of receipt of final bill for discharge. • Within 1 hour from the receipt of response to queries. • Within 24 hours if confirmation of policy is required. <p>No pre-authorisation will be done in the absence of beneficiary photo ID and other valid ID proof as defined</p>	
10	Policy Servicing	<p>Call center number of the insurer- 1800-209-1415</p> <p>Details of the Company Officials https://www.newindia.co.in/</p>	

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		Policy Issuing Office: -	
11	Grievances/Complaints	<p>Grievance redressal officer of the company:</p> <p>https://www.newindia.co.in/portal/readMore/Grievances</p> <ul style="list-style-type: none"> • Insurance company grievance portal/department: Not applicable • Senior Citizens may write to :- seniorcitizencare.ho@newindia.co.in • IRDAI Integrated Grievance Management System– https://igms.irda.gov.in/ 	
		Ombudsman's: Annexure III of the policy clause	
12	Things to Remember	<p>Free look cancellation: You may cancel the insurance policy, if you do not want it, within 15 days from the beginning of the policy.</p> <p>Policy Renewal: Except on grounds of fraud, moral hazard or misrepresentation or non-cooperation, renewal of your policy shall not be denied, provided the policy is not withdrawn.</p> <p>Migration and Portability: This policy is subject to portability guidelines issued by IRDA and as amended from time to time.</p> <p>Please refer policy document for more detail.</p>	<p>Policy clause 5.6</p> <p>Policy clause 5.11</p> <p>Policy clause 5.15</p>
		<p>Moratorium period: After completion of eight continuous years under this policy no look back would be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the Sums Insured of the first policy and subsequently completion of eight continuous years would be applicable from date of enhancement of Sums Insured only on the enhanced limits. After the expiry of Moratorium Period no claim under this policy shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments as per the policy.</p>	<p>Policy clause 5.8</p>

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13	Your Obligation	Please disclose all pre-existing disease/s or conditions before buying a policy. Non-disclosure may affect the claim settlement. The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder. (Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk).	Policy clause 5.4
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Declaration by the Policy Holder:

I have read the above and confirm having noted the details.

Place

Date: _____ (Signature of the Policy Holder)

Note:

- i. Web-link where the product related documents including the Customer information sheet are available on <https://www.newindia.co.in/health/all-products>.
- ii. In case of any conflict, the terms and condition mentioned in the policy document shall prevail.