



THE NEW INDIA ASSURANCE CO. LTD.

REGISTERED & HEAD OFFICE: 87, MAHATMA GANDHI ROAD, MUMBAI - 400 001.

NEW INDIA CRITI PROTECT POLICY

POLICY CLAUSE

1. PREAMBLE

This is a contract of insurance between the Company and the Policyholder which is subject to the realization of the full premium in advance and the terms, conditions and exclusions to this Policy. This Policy has been issued on the basis of the Disclosure to Information Norm, including the information provided by Policyholder in respect of the Insured Persons in the Proposal and the Policy Schedule / Certificate.

Please inform the Company immediately of any change in the address, state of health or any other changes affecting the Policyholder or any Insured Person.

2. DEFINITIONS:

The terms defined below have the meanings ascribed to them wherever they appear in this policy and where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same:

STANDARD DEFINITIONS

- 2.1 Any one Illness** would mean the continuous period of illness, including relapse within a period of 45 days from the date of last consultation with the Hospital / Nursing Home where treatment was taken.
- 2.2 Condition precedent** shall mean a policy term or condition upon which our liability under the policy is conditional upon.
- 2.3 Congenital Anomaly** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
 - Internal congenital anomaly which is not in the visible and accessible parts of the body.
 - External congenital anomaly which is in the visible and accessible parts of the body.
- 2.4 BANK RATE** means Bank rate fixed by the Reserve Bank of India (RBI) which is prevalent as on 1st day of the financial year in which the claim has fallen due.
- 2.5 Disclosure to information norm** means the policy shall be void and all premium paid hereon shall be forfeited to us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 2.6 GRACE PERIOD** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage is not available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.
- 2.7 Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities, under the clinical establishments (registration and regulation) act, 2010 or under enactments

specified under the schedule of section 56 (1) of the said act or complies with all minimum criteria as under:

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

2.8 Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

2.9 Illness means sickness or disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

- Acute condition: Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.
- Chronic condition: A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
- It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
- It needs ongoing or long-term control or relief of symptoms
- It requires rehabilitation for the patient or for the patient to be specially trained to cope with it.
- It continues indefinitely.
- It recurs or is likely to recur.

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

2.11 Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

2.12 Medical practitioner means a person who holds a valid registration from the medical council of any state or medical council of India or council for Indian medicine or for homeopathy set up by the government of India or a state government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license, other than

- An insured person under this policy;
- An immediate family of the insured person. For purposes of this definition only, the term immediate family member shall not be limited to natural persons resident in the same country as the insured person.

2.13 MIGRATION means a facility provided to policyholders (including all members under family cover and group Health insurance policy), to transfer the credit gained for pre-existing conditions and specific waiting period, from one health insurance policy to another with the same insurer.

2.14 Notification of Claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

2.15 Pre-Existing Disease means any condition, ailment, injury or disease:

- That is / are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement (or)
- For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the policy issued by insurer or its reinstatement.

2.16 PORTABILITY means the facility provided to the health insurance policyholder (including all members under family cover), to transfer the credits gained for pre-existing diseases and specific waiting periods, from one insurer to another insurer.

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

2.18 Critical Illness (Standard Definitions)

The insured event under this section and the conditions applicable to the same are more particularly defined below: -

2.15.1 Cancer of Specified Severity: A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded –

- i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN - 2 and CIN-3.
- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,

viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;

2.15.2 Myocardial Infarction (First Heart Attack of Specific Severity): The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for myocardial infarction should be evidenced by all of the following criteria:

- A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (for e.g. Typical chest pain)
- New characteristic electrocardiogram changes
- Elevation of infarction specific enzymes, troponins or other specific biochemical markers. The following are excluded:
- Other acute coronary syndromes
- Any type of angina pectoris
- A rise in cardiac biomarkers or troponin T or I in absence of overt ischemic heart disease or following an intra-arterial cardiac procedure.

2.15.3 Open Chest CABG: The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

The following are excluded:

Angioplasty and / or any other intra-arterial procedures.

2.15.4 Open Heart Replacement or Repair of Heart Valves: The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy / valvuloplasty are excluded.

2.15.5 Coma of Specified Severity: A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- No response to external stimuli continuously for at least 96 hours;
- Life support measures are necessary to sustain life; and
- Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

2.15.6 Kidney Failure Requiring Regular Dialysis: End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal

transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

2.15.7 Stroke Resulting In Permanent Symptoms: Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolization from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:

- Transient ischemic attacks
- Traumatic injury of the brain
- Vascular disease affecting only the eye or optic nerve or vestibular functions.

2.15.8 Major Organ / Bone Marrow Transplant: The actual undergoing of a transplant of:

- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded:

- Other stem-cell transplants
- Where only Islets of Langerhans are transplanted.

2.15.9 Permanent Paralysis of Limbs: Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

2.15.10 Motor Neuron Disease with Permanent Symptoms: Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

2.15.11 Multiple Sclerosis with Persisting Symptoms: The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:

- investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
- there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.

Neurological damage due to SLE is excluded.

2.15.12 Benign Brain Tumor: Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT

scan or MRI.

This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.

- Permanent neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
- Undergone surgical resection or radiation therapy to treat the brain tumor. The following conditions are excluded:

Cysts, granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

2.15.13 Deafness: Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an ear, nose and throat (ENT) specialist. Total means “the loss of hearing to the extent that the loss is greater than 90 decibels across all frequencies of hearing” in both ears.

2.15.14 End Stage Liver Failure: Permanent and irreversible failure of liver function that has resulted in all three of the following:

- Permanent Jaundice; and
- Ascites; and
- Hepatic encephalopathy.

Liver failure secondary to drug or alcohol abuse is excluded.

2.15.15 Loss of Speech: Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an ear, nose, and throat (ENT) specialist.

2.15.16 Primary (Idiopathic) Pulmonary Hypertension: An unequivocal diagnosis of primary (idiopathic) pulmonary hypertension by a cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on cardiac catheterization. There must be permanent irreversible physical impairment to the degree of at least class IV of the New York Heart Association classification of cardiac impairment.

The NYHA classification of cardiac impairment are as follows:

- **Class III:** marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- **Class IV:** unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

2.15.17 Third Degree Burns: There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering

20% of the body surface area.

2.15.18 Major Head Trauma: Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.

The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.

Activities of daily living are:

- I. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- II. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- III. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- IV. Mobility: the ability to move indoors from room to room on level surfaces;
- V. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- VI. Feeding: the ability to feed oneself once food has been prepared and made available.

The following are excluded:

Spinal cord injury;

2.15.19 End Stage Lung Failure: End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following

- FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and
- Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO₂ < 55mmHg); and
- Dyspnea at rest.

2.15.20 Loss of Limbs: The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

2.15.21 Blindness: Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.

The Blindness is evidenced by:

- corrected visual acuity being 3/60 or less in both eyes or;
- the field of vision being less than 10 degrees in both eyes

The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure.

SPECIFIC DEFINITIONS

2.19 Age means age of the Insured person on last birthday as on date of commencement of the Policy.

2.20 AYUSHMAN BHARAT HEALTH ACCOUNT (ABHA) number is a hassle-free method of accessing and sharing health records digitally. It enables interaction with participating healthcare providers, and allows to receive digital lab reports, prescription and diagnosis seamlessly from a verified healthcare professionals and health service providers.

2.21 Activities of Daily Living means,

- **Washing:** the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- **Dressing:** the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- **Transferring:** the ability to move from a bed to an upright chair or wheelchair and vice versa;
- **Mobility:** the ability to move indoors from room to room on level surfaces;
- **Toileting:** the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- **Feeding:** the ability to feed oneself once food has been prepared and made available.

2.22 Beneficiary: in case of death of the insured person, the beneficiary means, unless stipulated otherwise by the insured person, the surviving spouse or immediate blood relative of the insured person, mentally capable and not divorced, followed by the children natural or adopted, followed by the insured person's legal heirs. For all other benefits, the beneficiary means the insured person himself unless stipulated otherwise.

2.23 Break in Policy means the period of gap that occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

2.24 Commencement date means the commencement date of this policy as specified in the Policy schedule / Certificate.

2.25 Critical illness (Major Medical Illness and Procedures) an illness, medical event or surgical procedure specifically defined in the scope of cover under the Policy.

2.26 Company means New India Assurance Company Limited.

2.27 Endorsement means written evidence of change to the Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.

2.28 Foreign war means armed opposition, whether declared or not between two countries

2.29 Insured means the individual (s) whose name (s) are specifically appearing as such in the Policy schedule / Certificate to this policy. For the purpose of avoidance of doubt, it is clarified

that the heirs, executors, administrators, successors or legal representatives of the insured may present a claim on behalf of the insured to the company.

- 2.30 INSURED EVENT** means any event specifically mentioned as covered under this policy.
- 2.31 LEGAL GUARDIAN OR CUSTODIAN** is a person who has taken the responsibility of taking care of or protecting the children of deceased parents. This definition is to be used for the sole purpose of taking a Health Insurance Policy. This person shall not be eligible for claiming tax rebate under section 80D of the IT act.
- 2.32 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
- 2.33 NOMINEE** means the person(s) nominated by the insured to receive the insurance benefits under this policy payable on the death of the insured. For the purpose of avoidance of doubt, it is clarified that if the insured is a minor, his guardian shall appoint the nominee.
- 2.34 PREFERRED PROVIDER NETWORK (PPN)** means network providers in specific cities which have agreed to a cashless packaged pricing for specified planned procedures for the policyholders of the Company. The list of planned procedures is available with the Company/TPA and subject to amendment from time to time. Reimbursement of expenses incurred in PPN for the procedures (as listed under PPN package) shall be subject to the rates applicable to PPN package pricing.
- 2.35 Policy period/period of insurance** means the period commencing from policy start date and hour as specified in the schedule / certificate and terminating at midnight on the policy end date as specified in of the schedule / certificate to this policy or the date of cancellation of this policy, whichever is earlier.
- 2.36 Policy** means our contract of insurance with the policy holder providing cover as detailed in this policy terms and condition, the proposal form, policy schedule / certificate, endorsement/s, if any, and annexure, which forms part of the contract and must be read together.
- 2.37 POLICY TERM** means the tenure of the policy, which can be 1 Year or 2 Years or 3 Years.
- 2.38 POLICYHOLDER** means the entity or person named as such in the schedule / certificate.
- 2.39 Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre- existing diseases, time-bound exclusions and for all waiting periods.
- 2.40 Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this policy.
- 2.41 Spouse means** an insured person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside
- 2.42 Sum Insured** means the pre-defined limit of each section specified in the Policy Schedule / certificate. Sum Insured represents the maximum, total and cumulative liability for any and all claims made under the Policy, in respect of that Insured Person on Individual basis.
- 2.43 Total Sum Insured** is the sum total of Sum Insured under all sections chosen by policy holder If the Policy Period is more than 12 months, then it is clarified that the Sum Insured shall be applied separately for each Policy Year in the Policy Period.
- 2.44 Waiting period** is the period where we will not be liable for specified number of days and

which will apply before any benefits are payable by us. The waiting period will be computed from the date of commencement of policy period.

2.45 We / Our / us means the New India Assurance Company Limited

2.46 Overriding effect of definitions of the schedule: The terms and conditions contained herein and in definitions of the schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in definitions of the schedule, then the term(s) and condition(s) contained herein shall be read with the necessary changes having been made or once necessary changes have been made with the scope of cover/terms and conditions contained in definitions of the schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

2.47 Critical Illness (Specific Definitions)

2.40.1 Alzheimer's Disease: Alzheimer's (presenile dementia) disease is a progressive degenerative disease of the brain, characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathological changes. It affects the brain, causing symptoms like memory loss, confusion, communication problems, and general impairment of mental function, which gradually worsens leading to changes in personality.

Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Insured Person. The diagnosis must be supported by the clinical confirmation of a Neurologist and supported by Our appointed Medical Practitioner.

The disease must result in a permanent inability to perform three or more Activities of daily living with "Loss of Independent Living" or must require the need of supervision and permanent presence of care staff due to the disease. This must be medically documented for a period of at least 90 days.

The following conditions are however not covered:

- a. neurosis and neuropsychiatric symptoms without imaging evidence of Alzheimer's disease;
- b. alcohol related brain damage; and
- c. any other type of irreversible organic disorder/dementia not associated with Alzheimer's disease.

The Activities of Daily Living are:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Mobility: the ability to move indoors from room to room on level surfaces;
- v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;

- vi. Feeding: the ability to feed oneself once food has been prepared and made available

2.40.2 Parkinson's Disease: The unequivocal diagnosis of progressive, degenerative idiopathic Parkinson's disease by a Neurologist acceptable to us.

The diagnosis must be supported by all of the following conditions:

- the disease cannot be controlled with medication;
- signs of progressive impairment; and
- inability of the Insured Person to perform at least 3 of the 6 activities of daily living as listed below (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months:

Activities of daily living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: The ability to move from bed to a upright chair or wheelchair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v. Feeding: The ability to feed oneself once the food has prepared and made available;
- vi. Mobility: The ability to move indoors from room to room on level surfaces. Parkinson's disease secondary to drug and/or alcohol abuse is excluded.

2.40.3 Aorta Graft Surgery: The actual undergoing of major Surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this cover the definition of "Aorta" shall mean the thoracic and abdominal aorta but not its branches.

The insured person understand and agrees that we will not cover:

- a. Surgery performed using only minimally invasive or intra-arterial techniques.
- b. Angioplasty and all other intra-arterial, catheter-based techniques, "keyhole" or laser procedures.

Aorta graft surgery benefit covers Surgery to the aorta wherein part of it is removed and replaced with a graft.

2.40.4 Medullary Cystic disease: Medullary cystic disease where the following criteria are met:

- The presence in the kidney of multiple cysts in the Renal Medulla accompanied by the presence of Tubular Atrophy and Interstitial Fibrosis;
- Clinical manifestations of Anaemia, polyuria and progressive deterioration in kidney function; and
- The diagnosis of Medullary Cystic Disease is confirmed by renal biopsy.

Isolated or benign kidney cysts are specifically excluded from this benefit.

2.40.5 Muscular Dystrophy: A group of hereditary degenerative diseases of muscle characterised by weakness and atrophy of muscle. The diagnosis of muscular dystrophy must be unequivocal and made by a Registered Doctor who is a consultant neurologist. The condition must result in the inability of the Life Insured to perform (whether aided or unaided) at least 3 of the 6 “Activities of Daily Living” for a continuous period of at least 6 months.

Activities of daily living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v. Feeding: the ability to feed oneself once food has been prepared and made available;
- vi. Mobility: The ability to move indoors from room to room on level surfaces.

2.40.6 Systemic Lupus Erythematosus with Lupus Nephritis: A multi-system autoimmune disorder characterised by the development of autoantibodies directed against various self-antigens. In respect of this Policy, systemic lupus erythematosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V Lupus Nephritis, established by renal biopsy, and in accordance with the WHO Classification). The final diagnosis must be confirmed by a Registered Doctor specialising in Rheumatology and Immunology.

The WHO Classification of Lupus Nephritis:

- Class I Minimal Change Lupus Glomerulonephritis
- Class II Mesangial Lupus Glomerulonephritis
- Class III Focal Segmental Proliferative Lupus Glomerulonephritis
- Class IV Diffuse Proliferative Lupus Glomerulonephritis
- Class V Membranous Lupus Glomerulonephritis

2.40.7 Pneumonectomy: The undergoing of surgery on the advice of an appropriate medical specialist to remove an entire lung for disease or traumatic injury suffered by the life assured.

The following conditions are excluded:

- Removal of a lobe of the lungs (Lobectomy)
- Lung Resection or incision

2.40.8 Cardiomyopathy: An impaired function of the heart muscle, unequivocally diagnosed as Cardiomyopathy by a Registered Doctor who is a cardiologist, and which results in permanent physical impairment to the degree of New York Heart

Association classification Class IV, or its equivalent, for at least six (6) months based on the following classification criteria:

NYHA Class IV - Inability to carry out any activity without discomfort. Symptoms of congestive cardiac failure are present even at rest. With any increase in physical activity, discomfort will be experienced.

The Diagnosis of Cardiomyopathy has to be supported by echocardiographic findings of compromised ventricular performance.

Irrespective of the above, Cardiomyopathy directly related to alcohol or drug abuse is excluded.

2.40.9 Encephalitis: Severe inflammation of brain substance (cerebral hemisphere, brainstem or cerebellum) caused by viral infection and resulting in permanent neurological deficit. This diagnosis must be certified by a Registered Doctor who is a consultant neurologist and the permanent neurological deficit must be documented for at least 6 weeks. The permanent deficit should result in permanent inability to perform three or more Activities for Daily Living (listed below).

- Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- Mobility: the ability to move indoors from room to room on level surfaces;
- Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- Feeding: the ability to feed oneself once food has been prepared and made available.

2.40.10 Progressive Supranuclear Palsy: Confirmed by a Registered Doctor who is a specialist in neurology of a definite diagnosis of progressive supranuclear palsy. There must be permanent clinical impairment of motor function, eye movement disorder and postural instability.

2.40.11 Multiple System Atrophy: A diagnosis of multiple system atrophy by a Specialist Medical Practitioner (Neurologist). There must be evidence of permanent clinical impairment for a minimum period of 30 days of either:

- Motor function with associated rigidity of movement; or
- The ability to coordinate muscle movement; or
- Bladder control and postural hypotension

2.40.12 Pulmonary Artery Graft Surgery: The undergoing of surgery requiring median sternotomy on the advice of a Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

2.40.13 Other Serious Coronary Artery Disease: The narrowing of the lumen of at least one coronary artery by a minimum of 75% and of two others by a minimum of 60%, as proven by coronary angiography, regardless of whether or not any form of coronary

artery intervention or surgery has been performed.

Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery (but not including their branches).

2.40.14 Apallic Syndrome: Apallic Syndrome or Persistent vegetative state (PVS) or unresponsive wakefulness syndrome (UWS) is a Universal necrosis of the brain cortex with the brainstem remaining intact. The diagnosis must be confirmed by a Neurologist acceptable to us and the patient should be documented to be in a vegetative state for a minimum of at least one month in order to be classified as UWS, PVS, Apallic Syndrome.

2.40.15 Fulminant Hepatitis: A sub-massive to massive necrosis of the liver by the Hepatitis virus, leading precipitously to liver failure. This diagnosis must be supported by all of the following:

- Rapid decreasing of liver size;
- Necrosis involving entire lobules, leaving only a collapsed reticular framework;
- Rapid deterioration of liver function tests;
- Deepening jaundice; and
- Hepatic encephalopathy.

Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria.

2.40.16 Creutzfeldt-Jacob Disease(CJD): Creutzfeldt-Jacob disease is an incurable brain infection that causes rapidly progressive deterioration of mental function and movement. A Registered Doctor, who is a neurologist, must make a definite diagnosis of Creutzfeldt-Jacob disease based on clinical assessment, EEG and imaging. There must be objective neurological abnormalities on exam along with severe progressive dementia.

2.40.17 Aplastic Anaemia: Chronic persistent bone marrow failure which results in anaemia, neutropenia and thrombocytopenia requiring treatment with at least one of the following:

- Blood product transfusion;
- Marrow stimulating agents;
- Immunosuppressive agents; or
- Bone marrow transplantation.

The diagnosis must be confirmed by a haematologist using relevant laboratory investigations including Bone Marrow Biopsy resulting in bone marrow cellularity of less than 25% which is evidenced by any two of the following:

- Absolute neutrophil count of less than $500/\text{mm}^3$ or less
- Platelets count less than $20,000/\text{mm}^3$ or less
- Reticulocyte count of less than $20,000/\text{mm}^3$ or less Temporary or reversible Aplastic Anaemia is excluded.

2.40.18 Severe Ulcerative Colitis: Acute fulminant ulcerative colitis with life threatening electrolyte disturbances. All of the following criteria must be met:

- the entire colon is affected, with severe bloody diarrhoea; and

- the necessary treatment is total colectomy and ileostomy; and
- the diagnosis must be based on histopathological features and confirmed by a Registered Doctor who is a specialist in gastroenterology.

2.40.19 Progressive Scleroderma: A systemic collagen-vascular disease causing progressive diffuse fibrosis in the skin, blood vessels and visceral organs. This diagnosis must be unequivocally supported by biopsy and serological evidence and the disorder must have reached systemic proportions to involve the heart, lungs or kidneys.

The following are excluded:

- Localized scleroderma (linear scleroderma or morphea)
- Eosinophilic fasciitis; and
- CREST syndrome.

2.40.20 Bacterial Meningitis: Bacterial infection resulting in severe inflammation of the membranes of the brain or spinal cord resulting in significant, irreversible and permanent neurological deficit. The neurological deficit must persist for at least 6 weeks resulting in permanent inability to perform three or more Activities of daily Living.

This diagnosis must be confirmed by:

- The presence of bacterial infection in cerebrospinal fluid by lumbar puncture; and
- A consultant neurologist.

The Activities of Daily Living are:

- Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
- Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- Transferring: the ability to move from a bed to an upright chair or wheelchair and vice versa;
- Mobility: the ability to move indoors from room to room on level surfaces;
- Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- Feeding: the ability to feed oneself once food has been prepared and made available

3. BENEFITS COVERED UNDER THE POLICY

- The Company shall provide reimbursement against loss, arising out of a covered benefit or occurrence described in any of the sections mentioned herein below, that occurs during the Policy Period.
- The benefit is subject to its Sum Insured as opted by insured.

3.1 Section 3.1: Critical Illness

Benefits under this Section are subject to the terms, conditions, and exclusions of this Policy. The Sum Insured for the Benefit under this Section is specified in the Policy Schedule or the Certificate of Insurance.

We will pay the lump sum amount as specified in the policy schedule / certificate provided the covered Critical Illness is diagnosed during the policy period as first incidence subject to the completion of waiting period of 90 days.

Sr. No.	Critical Illnesses	9CI	18CI	25CI	41CI
1	Cancer of Specified Severity	Yes	Yes	Yes	Yes
2	Kidney Failure Requiring Regular Dialysis	Yes	Yes	Yes	Yes
3	End Stage Liver Failure	Yes	Yes	Yes	Yes
4	Major Organ Transplant/Bone Marrow Transplant	Yes	Yes	Yes	Yes
5	Open Heart Replacement or Repair of Heart Valves	Yes	Yes	Yes	Yes
6	Open Chest CABG	Yes	Yes	Yes	Yes
7	Stroke resulting in Permanent Symptoms	Yes	Yes	Yes	Yes
	Permanent Paralysis of Limbs	Yes	Yes	Yes	Yes
9	Myocardial Infarction (First Heart Attack of Specified Severity)	Yes	Yes	Yes	Yes
10	Multiple Sclerosis with Persisting Symptoms	No	Yes	Yes	Yes
11	Coma of Specified Severity	No	Yes	Yes	Yes
12	Parkinson's Disease	No	Yes	Yes	Yes
13	Benign Brain Tumour	No	Yes	Yes	Yes
14	Alzheimer's Disease	No	Yes	Yes	Yes
15	Aorta Graft Surgery	No	Yes	Yes	Yes
16	Deafness	No	Yes	Yes	Yes
17	Loss of speech	No	Yes	Yes	Yes
18	Third Degree Burns	No	Yes	Yes	Yes
19	Motor Neurone Disease with Permanent Symptoms	No	No	Yes	Yes
20	Primary(Idiopathic)Pulmonary Hypertension	No	No	Yes	Yes
21	Loss of Limb	No	No	Yes	Yes
22	Muscular Dystrophy	No	No	Yes	Yes
23	Blindness	No	No	Yes	Yes
24	Major Head Trauma	No	No	Yes	Yes
25	End Stage Lung Failure	No	No	Yes	Yes
26	Systemic Lupus Erythematosus with Lupus Nephritis;	No	No	No	Yes
27	Pneumonectomy	No	No	No	Yes
28	Medullary Cystic Disease	No	No	No	Yes
29	Cardiomyopathy	No	No	No	Yes
30	Encephalitis	No	No	No	Yes
31	Progressive Supranuclear Palsy	No	No	No	Yes
32	Multiple System Atrophy	No	No	No	Yes
33	Pulmonary Artery Graft Surgery	No	No	No	Yes
34	Other Serious Coronary Artery Disease	No	No	No	Yes

35	Apallic Syndrome	No	No	No	Yes
36	Fulminant Hepatitis	No	No	No	Yes
37	Creutzfeldt-Jakob Disease	No	No	No	Yes
38	Aplastic Anaemia	No	No	No	Yes
39	Severe Ulcerative Colitis	No	No	No	Yes
40	Progressive Scleroderma	No	No	No	Yes
41	Bacterial Meningitis	No	No	No	Yes

Special Conditions: The coverage shall terminate in the event of claim of a covered Critical Illness becoming accepted and paid by Us.

Waiting Period

For Critical Illness Conditions - We shall not be liable to make any payment in respect of any Critical Illness which is diagnosed within the first 90 days of the Inception Date of First Policy.

Survival Period for Critical Illnesses

Survival period of 'NIL' days shall be applicable from the date of diagnosis of any of the above listed Critical Illnesses to be eligible for this benefit.

Please note that claim payment will only be made with confirmatory diagnosis of the conditions covered while the Insured Person is alive (i.e. a claim would not be admitted if the diagnosis is made post-mortem).

4. SPECIFIC EXCLUSIONS:

- 4.1** Any Pre-existing Condition, ailment or disease, or its related conditions arising from it.
- 4.2** We shall not be liable to make any payment in respect of any Critical Illness which is diagnosed within the first 90 days of the Inception Date of First Policy. These 90 days waiting period shall not be applicable on renewals to the extent of sum insured under the previous policy.
- 4.3** Any Illness, sickness or disease other than those specified as Critical Illnesses under this Policy.
- 4.4** Any Critical Illness directly caused due to intentional self-injury, suicide or attempted suicide.
- 4.5** Any Critical Illness caused due to treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
- 4.6** Any Critical Illness caused by any treatment necessitated due to participation as a professional in hazardous or adventure sport, 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
- 4.7** Any Critical Illness caused by any unproven/ experimental treatment, service and supplies for or in connection with any treatment. Unproven/ experimental treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
- 4.8** Any Critical Illness caused due to 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 reason.
- 4.9** Any Critical Illness caused by treatment directly arising from or consequent upon any Insured

Person committing or attempting to commit a breach of law with criminal intent

- 4.10** Narcotics used by the Insured Person unless taken as prescribed by a registered Medical Practitioner,
- 4.11** Participation by the Insured Person in any flying activity, except as a bona fide, fare paying passenger of a recognized airline on regular routes and on a scheduled timetable.
- 4.12** Congenital External Anomalies, or any complications or conditions arising therefrom including any developmental conditions of the Insured.
- 4.13** Any Critical Illness caused by Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy. Any Critical Illness caused due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period.
- 4.14** Any Critical Illness based on certification/diagnosis/treatment from persons not registered as Medical Practitioners, or from a Medical Practitioner who is practicing outside the discipline that he/ she is licensed for.
- 4.15** Any Critical Illness caused due to any treatment, including surgical management, to change characteristics of the body to those of opposite sex.
- 4.16** Any Critical Illness caused due to cosmetic or plastic surgery or any treatment to change the 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.
- 4.17** Any critical illness caused due to surgical treatment of obesity that does not fulfil all the below conditions
 - a. Surgery to be conducted is upon advice of doctor
 - b. The surgery / procedure conducted should be supported by clinical protocols
 - c. The member has to be 18 years of age or older
 - d. Body Mass Index (BMI)
 - i. Greater than equal to 40 or
 - ii. Greater than or equal to 35 in conjunction with any of the following sever co-morbidities following failure of less invasive methods of weight loss
 - 1. Obesity related cardiomyopathy
 - 2. Coronary heart disease
 - 3. Severe sleep apnoea
 - 4. Uncontrolled Type 2 Diabetes
- 4.18** Any Critical Illness caused by sterility and infertility. This includes:
 - a. Any type of contraception, sterilization
 - b. Assisted Reproductive services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
 - c. Gestational Surrogacy
 - d. Reversal of sterilization

- 4.19** Any Critical Illness resulting from a physical condition which existed prior to first risk inception date which was not disclosed.
- 4.20** Any Critical Illness, caused by or arising from or attributable to a foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country during war or at peace time), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
- 4.21** Any Critical Illness caused by ionizing radiation or contamination by radioactivity from any nuclear fuel (explosive or hazardous form) or from any nuclear waste from the combustion of nuclear fuel, nuclear, chemical or biological attack.

5. GENERAL TERMS AND CLAUSES

STANDARD GENERAL TERMS AND CLAUSES

- 5.1 Disclosure of Information:** The policy shall be void and all premiums paid thereon shall be forfeited to the Company in the event of misrepresentation, misdescription 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)

- 5.2 Condition Precedent to Admission of Liability:** The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy.

5.3 Claim Settlement (provision for Penal Interest)

- i. Settlement of claims (other than cashless) shall be settled within fifteen days from submission of claim.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

- 5.4 Complete Discharge:** Any payment to the policyholder, insured person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

- 5.5 Fraud:** If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any

benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- i. the suggestion, as a fact of that which is not true and which the insured person does not believe to be true;
- ii. the active concealment of a fact by the insured person having knowledge or belief of the fact;
- iii. any other act fitted to deceive; and
- iv. any such act of omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

5.6 Cancellation / Contract termination

The policyholder may cancel his/her policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall

- a. refund proportionate premium for unexpired policy period, if the term of policy up to one year and there is no claim (s) made during the policy period.
- b. refund premium for the unexpired policy period, in respect of policies with term more than 1 year and risk coverage for such policy years has not commenced

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the insured person under the policy

The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud conditions:

5.7 Policy renewal

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

- The company shall provide notice for renewal 30 days in advance from the due date.
- Once the insured had claim in the expiring policy, No renewals cannot be done as it is benefit policy.
- Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.

- At the end of the policy period, the policy shall terminate and can be renewed (if there is no claim in expiring policy) within the Grace Period of 30 days for single premium to maintain continuity of benefits without break in policy.
- All renewals will be done on the same terms and condition as per the expiring policy.
- No loading shall apply on renewals based on individual claims experience.

5.8 Free Look Period

The Free Look Period shall be applicable on new individual health insurance policies, except for those policies of less than a year, renewals or at the time of porting/migrating the policy.

The insured person shall be allowed free look period of thirty days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

A period of 30 days (from the date of receipt of the policy document) is available to the policyholder to review the terms and conditions of the policy. If he/she is not satisfied with any of the terms and conditions, he/she has the option to cancel his/her policy. This option is available in case of policies with a term of one year or more.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to

- a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges or
- where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or
- Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period;

5.9 Possibility of Revision of Terms of the Policy Including the Premium Rates

The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

5.10 Nomination:

The policyholder is required at the inception of the policy to make a nomination. In the event of death of the policyholder, the claim proceeds will be paid to the nominee. Nomination can be changed at any time during the term of the policy. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made and in case there is no subsisting nominee, the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy

MORATORIUM:

After completion of sixty continuous months of coverage (including portability and migration in health insurance policy) , no policy and claim shall be contestable by the insurer on grounds of non-disclosure , mis-representation except on grounds of established fraud . This period of sixty continuous months is called as Moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever, the sum insured is enhanced, completion of sixty continuous months would would be applicable from the date of

enhancement of sums insured only on the enhanced limit.

5.11 GRIEVANCE MECHANISM:

In case of any grievance the insured person may contact the company through

- **Website:** <https://www.newindia.co.in/portal/>
- **Toll free:** 1800-209-1415
- **E-mail, Fax and Courier:** As mentioned in the Policy Schedule

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at <https://www.newindia.co.in/portal/readMore/Grievances>

Senior Citizens may write to seniorcitizencare.ho@newindia.co.in

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region 9Annexure - A) for redressal of grievance as per Insurance Ombudsman Rules 2017.

Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

Specific Terms and Clauses

5.12 Territorial limits

The cover is available for Indian citizens and Indian residents only. Persons of Indian origin but resident of other countries or non-resident Indians (NRI) or OCI are not eligible to take this Policy.

The geographical scope of this policy will be worldwide; however the claims shall be settled in India in Indian Rupees only. The parties to this policy expressly agree that the laws of the republic of India shall govern the validity, construction, interpretation and effect of this policy or any claim thereunder.

5.13 Alterations in the policy

This policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by us, which approval shall be evidenced by a written endorsement signed and stamped by us. However upon the inception of the policy, the option to modify plan and/ or sum insured shall be available to policyholder only at the time of policy renewal with us.

5.14 Arbitration clause

If any dispute or difference shall arise between the policy holder and us 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing one each, by us and the policy holder within 30 days after having been required so to do in writing by the other party and the provisions of the arbitration and conciliation act, 1996, as amended from time to time and for the time being in force, shall apply to such arbitration.

In case either we or the policy holder refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator.

It is 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.

The venue of the arbitration proceedings shall be at our corporate office.

Any communication meant for us must be sent to address shown in the policy schedule / certificate or as an electronic mail communication. Any communication meant for the policy holder will be sent by us to his last known address or the address as shown in the policy Schedule / certificate. All notifications, Endorsements and Declarations for us must be in writing and sent to the address specified in the policy schedule. Agents, brokers or any other persons or entity are not authorized to receive notices and declarations on our behalf unless expressly stated to the contrary in writing.

- 5.15 Customer service:** If at any time the insured requires any clarification or assistance, the insured may contact the offices of the company at the address specified, during normal business hours.
- 5.16 Due observance:** The due observance and fulfilment of the terms, provisions, warranties and conditions of and endorsements to this policy in so far as they relate to anything to be done or complied with by the insured and/or the insured's family shall be a condition precedent to any liability of the company to make any payment under this policy.
- 5.17 Entire contract:** The policy constitutes the complete contract of insurance. No change or alteration in this policy shall be valid or effective unless approved in writing by the company, which approval shall be evidenced by an endorsement on the policy.
- 5.18 Electronic transactions:** The insured agrees to adhere to and comply with all such terms and conditions as the company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the company, for and in respect of the policy or its terms, or the company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the company's terms and conditions for such facilities, as may be prescribed from time to time
- 5.19 Governing law:** The construction, interpretation and meaning of the provisions of the policy shall be determined in accordance with Indian law.
- 5.20 Incontestability and duty of disclosure:** The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, Mis-description or on nondisclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.
- 5.21 Material change:** The policy holder shall immediately notify us in writing of any material change in the risk on account of change in occupation / business at his own expense and we may adjust the scope of cover and/or premium, if necessary, accordingly.

5.22 No constructive notice: Any of the circumstances in relation to these conditions coming to the knowledge of any official of the company shall not be construed as notice to or be held to bind or prejudicially affect the company notwithstanding subsequent acceptance of any premium.

5.23 Notice of charge etc.: The company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the insured or his legal personal representative shall in all cases be an effectual discharge to the company.

5.24 Other conditions

- At any time during the policy period the company shall be entitled to inspect any or all records of the insured that may be relevant to this policy. The company shall also have the right of interaction with any and or all those agencies or agents of the insured as may be relevant for examination/verification of the data/documents in connection with the process and disposal of any claims under this policy. The insured shall provide reasonable support to the company in this regard.
- If so required by the company, the insured will have to submit to a medical examination by the company's nominated doctor or undergo diagnostic or other medical tests as often as the company considers necessary, in its sole discretion.
- In case of any claim being admissible and payable up to the full sum insured, the policy will cease to exist.

5.25 Policy disputes: Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the company to be subject to Indian law. Each party agrees to submit such dispute to a court of competent jurisdiction and to comply with all requirements necessary to give such court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

5.26 Payments: The company shall be duly discharged of its obligations under this policy and the insured shall hold the company harmless, upon making the payment of the claim to nominee / legal heirs / beneficiary as the case may be.

5.27 Records to be maintained: The insured shall keep an accurate record containing all relevant particulars and shall allow the company to inspect such record.

5.28 Renewal notice: The company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the company and signed by an authorized official of the company.

5.29 Special provisions: Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

5.30 Grievance Mechanism: In case of any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint.

5.31 Any one year / aggregate: The maximum liability, during the Policy Period, for any one year and/or in the aggregate, arising out of multiple Claims and or events, shall be limited to as specified in the Policy

5.32 Sanctions and Limitation Clause “New India Assurance Company Limited shall not be deemed to provide cover and not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose New India Assurance Company Limited to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union, the Republic of France or United States of America.”

5.33 Claim Procedure

In the event of any claim, intimation to be sent to Us/TPA within 15 days of first diagnosis of the Critical Illness, date of surgical procedure or date of occurrence of the medical event as the case may be, in order for us to provide prompt and effective assistance.

The following information should be provided while intimating the claim

- Contact numbers & Name of caller intimating the claim,
- Policy Number,
- Name of Insured /Patient
- Name of the Hospital and address
- Nature of Critical Illness:
- Plan of Treatment

Checklist of claim documents

- Original claim form duly signed and filled in.
- NEFT details of Insured / nominee as the case may be.
- Photo ID Proof of Insured/ nominee.
- Address Proof of Insured / nominee
- Original detailed Discharge Summary / Day care summary. Indoor case papers from the hospital if applicable. Death Summary from the hospital if applicable
- First Consultation letter and subsequent Prescriptions. Reports of investigation supported by the note from Attending Medical Practitioner / Surgeon demanding such test
- Medical certificate confirming the diagnosis of Critical Illness
- Hospital Registration Number details
- Doctors registration Number and Qualification of the doctor
- Specific documents listed under the respective critical illness
- In the cases where Critical Illness arises due to an accident, FIR copy or medico legal certificate will also be required wherever conducted. We may call for any additional necessary documents/information as required based on the circumstances of the claim
- Name, date of occurrence and medical details confirming the event giving rise to the Claim.
- Written confirmation from the treating Medical Practitioner that the event giving rise to

the Claim does not relate to any Pre- Existing Disease or any Illness or Injury which was diagnosed within the first 90 days of commencement of first Policy Period with Us.

- Any other documents as may be required by us

ANNEXURE-A

The contact details of the **Insurance Ombudsman** offices are as below.

Updated details are available at <https://www.cioins.co.in/Ombudsman>

<p>AHMEDABAD – Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in Jurisdiction : Gujarat, Dadra & Nagar Haveli, Daman and Diu.</p>	<p>BHOPAL - Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in Jurisdiction : Madhya Pradesh, Chhattisgarh.</p>
<p>BHUBANESHWAR – Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in Jurisdiction : Odisha</p>	<p>CHANDIGARH – Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in Jurisdiction : Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.</p>
<p>CHENNAI – Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in Jurisdiction : Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).</p>	<p>DELHI - Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in Jurisdiction : Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.</p>
<p>GUWAHATI – Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in Jurisdiction : Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p>	<p>HYDERABAD – Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in Jurisdiction : Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.</p>

<p>ERNAKULAM – Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road,Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in Jurisdiction : Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.</p>	<p>KOLKATA - Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in Jurisdiction : West Bengal, Sikkim, Andaman & Nicobar Islands.</p>
<p>LUCKNOW - Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in Jurisdiction : Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.</p>	<p>MUMBAI – Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038821/23/24/25/26/27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in Jurisdiction : List of wards under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.</p>
<p>JAIPUR – Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in Jurisdiction : Rajasthan</p>	<p>PUNE - Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune –411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in Jurisdiction : State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region</p>
<p>BENGALURU – Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in Jurisdiction :Karnataka.</p>	<p>NOIDA – Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in Jurisdiction : State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi,</p>

	<p>Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p>PATNA - Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in Jurisdiction : Bihar, Jharkhand.</p>	<p>THANE – Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasanttrao Naik Mahamarg, Thane (West) Thane - 400604 Email: bimalokpal.thane@cioins.co.in Jurisdiction :Area of Navi Mumbai, Thane District, Raigad District, Palghar District and wards of Mumbai, M/East, M/West, N, S and T."</p>