

VATSALYA HEALTH POLICY
(COVER FOR SURROGATE MOTHER AND OOCYTE DONOR)

PROPOSAL FORM

Please read the Terms and Conditions of the policy before filling up this form.

Conditions Precedent

- A.** The Company shall not be on risk until the proposal has been accepted by the Company and communications of acceptance has been given to the proposer in writing on full payment of premium.
- B.** The Policy can be purchased by holders of any of the following Base Policies (**1-New India Mediclaim policy/2- New India Floater Mediclaim policy/ 3-Yuva Bharat Health Policy/4- New India Premier Mediclaim policy**) and cannot be purchased in isolation.
- C.** Treatment for Complications during pregnancy and Postpartum complications of the **Surrogate Mother** and complications arising out of Oocyte retrieval for **Oocyte Donor** are covered for a policy period of 3 years and 1 year respectively.
- D.** **Intending couple** (who intend to become parents through surrogacy) should be legally married and age limit 23-50 years in case of females, 26-55 years in case of males on the day of certification. They should not have had any surviving child biologically or through adoption or through surrogacy earlier.
- E.** **Surrogate mother** means a woman who agrees to bear a child (who is genetically related to the intending couple or the intending woman) through surrogacy from the implantation of embryo in her womb who belongs to the age group of 25-35.
- F.** **Oocyte donor** means a fertile woman who donated her eggs to the Intending Couple / Intending Woman to help her conceive as part of an assisted reproduction who belongs to the age group of 23 to 35 and will donate the oocyte only once in her lifetime.
- G.** **Intending woman** means an Indian woman who is a widow or divorcee between the age of 35-45 years and who intends to avail the surrogacy.
- H.** Expenses related to the treatment of any pre-existing disease (PED) and its direct complications shall be excluded.
- I.** **Non-disclosure of facts material to the assessment of the risk, providing misleading information, fraud or non-co-operation by the insured will nullify the cover under the policy.**
- J.** This policy is governed by the Surrogacy (Regulation) Act, 2021, Surrogacy (Regulation) Rules, 2022, Assisted Reproductive Technology Act, 2021, Assisted Reproductive Technology (Rules), 2022 and its subsequent amendments as may be applicable.
- K.** **In one policy either surrogate mother or Oocyte Donor will be covered.**

1. Name of proposer of the Base Retail Policy:

- 2. NAME of the Retail Health Policy held:** 1-New India Mediclaim policy
2- New India Floater Mediclaim policy
3-Yuva Bharat Health Policy
4- New India Premier Mediclaim policy

3. Policy Number of the Retail Health Policy held:

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4.

Details of Policy holder	
NAME	HUSBAND:
	WIFE:
	INTENDING WOMAN:
DATE OF BIRTH	HUSBAND:
	WIFE:
	INTENDING WOMAN:
ADDRESS	
OCCUPATION	
FAMILY INCOME	
CONTACT NO:	
EMAIL ID	
NATURE OF ID	PAN Card/Voter Id/Passport/Any other
IF other name it	
ID CARD NO:	
PAN CARD NO:	
NOMINEE NAME	
RELATIONSHIP OF NOMINEE WITH POLICYHOLDER	

5. Details of Surrogate Mother

NAME	
DATE OF BIRTH	
ADDRESS	
CONTACT NO:	
OCCUPATION	
EMAIL ID	
RELATIONSHIP WITH INTENDING COUPLE/INTENDING WOMAN	
NATURE OF ID	PAN Card/Voter Id/Passport/Any other
ID CARD NO:	
HAS A SURVIVING CHILD	YES/NO
DETAILS OF PRE EXISTING DISEASE, IF ANY	

FOR OOCYTE DONOR COVER

6. Details of Oocyte Donor

NAME	
DATE OF BIRTH	
ADDRESS	
CONTACT NO:	
OCCUPATION:	
EMAIL ID:	
NATURE OF ID:	PAN Card/Voter Id/Passport/Any other
ID CARD NO:	
DETAILS OF PRE EXISTING DISEASE, IF ANY:	
HAS DONATED OOCYTE BEFORE:	YES/NO

7. Important:

- a) The information that you give to us in this proposal form or in any supplementary Information form or documentation supplied by you or on your behalf will influence our decision to offer insurance and the terms upon which to offer it. Further, any policy we issue will be based on what you have communicated to us. It is therefore important that your answer is complete and accurate in all respect.
- b) The question in this proposal are indicative rather than exhaustive. You must provide us with all information relevant to the risk to be insured, even if it is not the subject of a question in this proposal. If you are in any doubt as to what information should be given, you should liaise with your Agent/Insurance advisor/ Insurance Company.
- c) The Policy shall become voidable at the option of the Company, in the event of any untrue or incorrect statement, misrepresentation, non- description or non-disclosure of material particulars in the Proposal Form/personal statement, declaration and connected documents, or any material fact* information has been withheld by beneficiary or anyone acting on beneficiary's behalf to obtain insurance.

*A material fact will mean and include all important, essential and relevant information, pertaining to the questions made in this proposal form, that are likely to influence company's acceptance or assessment of the proposal.

8. Declaration & Warranty on behalf of the Person proposed to be Insured:

- a. I/We hereby declare on my behalf and on behalf of the person proposed to be insured that the above statements are true and complete in all respects to the best of my knowledge and that I/We am/are authorized to propose on behalf of these other persons.
- b. I understand that the information provided by me will form the basis of insurance policy, is subject to the Board approved under writing policy of the Insurance company and that the policy will come into force only after full receipt to the premium chargeable.
- c. I/We further declare that I/We will notify in writing any change occurring in the occupation or general health of the life to be insured/proposer after the proposal has been submitted but before communication of the risk acceptance by the company.
- d. I/We declare and further consent to the company. Seeking medical information from any hospital who at any time has attended on the life to be insured/proposer or from any past or present employer concerning

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anything which affects the physical and mental health of the life to be assured/proposer and seeking information from any insurance company to which an application or insurance on the life to be assured/proposer has been made for the purpose of underwriting the proposal and /or claim settlement.

- e. I/We authorize the company to share information pertaining to my proposal including the medical records for the sole purpose of proposal underwriting and/ or claims settlement and with any Governmental and/or Regulatory Authority.
- f. I/We aware of premium loading, (if any declared above) for habits & diseases as declared / mention by me/ us above.
- g. I/ We hereby agree to keep record of KYC details of the individuals covered under the add on, and ensure to provide the details of beneficiaries to the Company as and when required.
- h. I/We hereby agree to abide by the” Assisted Reproductive Technology (Regulation) Act, 2021 and “the Surrogacy Regulations Act, 2021” and “Surrogacy Rules, 2022”.

(STRIKE OUT ONE OF THESE TWO STATEMENTS THAT IS NOT APPLICABLE)

- i. I also declare that Insured Persons declared for this Policy are: **Yes / No**
 - Surrogate Mother and Oocyte donor (if both applicable) are not over 25-35 years of age on the date of implantation or retrieval respectively AND
 - Intending couple are married and are 23-35 & 26-55 years of age in case of female and male respectively AND
 - Intending woman is between 35-45 years (if Applicable) and does not have any surviving child biologically or through adoption or through surrogacy earlier.
- j. “I/We hereby declare, on my behalf and on behalf of all persons proposed to be insured, that the above statements, answers and/or particulars given by me are true and complete in all respects to the best of my knowledge and that I/We am/are authorized to propose on behalf of these other persons.
- k. I understand that the information provided by me will form the basis of the insurance policy, is subject to the Board approved underwriting policy of the insurance company and that the policy will come into force only after full receipt of the premium chargeable.
- l. I/We further declare that I/we will notify in writing any change occurring in the occupation or general health of the life to be insured/proposer after the proposal has been submitted but before communication of the risk acceptance by the company.
- m. I/We declare and consent to the company seeking medical information from any doctor or from a hospital who at any time has attended on the life to be insured/proposer or from any past or present employer concerning anything which affects the physical or mental health of the life to be assured/proposer and seeking information from any insurance company to which an application for insurance on the life to be assured/proposer has been made for the purpose of underwriting the proposal and/or claim settlement.
- n. I/We authorize the company to share information pertaining to my proposal including the medical records for the sole purpose of proposal underwriting and/or claims settlement and with any Governmental and/or Regulatory authority.”

Signature of Proposer/Intending women _____

Date: _____/_____/_____

Place: _____

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Photographs of Insured Persons:

Intending Couple (Husband)	Intending Couple (Wife)	Intending Woman	Surrogate Mother	Oocyte Donor
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(Please affix photos whichever applicable)

9. Section 41 of Insurance Act, 1938 (Prohibition of Rebates)

No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect or any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown in the policy, nor shall any person taking out of renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the prospectus or table of the Insurer.

Any person making default in complying with the provisions of this section shall be punishable with fine which may extend to ten lakh rupees.

10. INTERMEDIARY DECLARATION: I, _____ in my capacity as an Agent/ Insurance Advisor/ Specified Person of the Corporate Agent/ Authorized employee of the Broker/Relationship Officer, do hereby declare that I have explained all the contents of this Proposal Form, including the nature of the questions contained in this Proposal Form to the Proposer including statement(s), information and response(s) submitted by him/her in this Proposal Form to questions contained herein or any details sought herein will form the basis of the Contract of Insurance between the Company and the Proposer, if this Proposal is accepted by the Company for issuance of the Policy.

I have further explained that if any untrue statement(s)/ information/response(s) is/are contained in this Proposal Form/including addendum(s), affidavits, statements, submissions, furnished/to be furnished, the Company shall have the right to cancel the policy at its discretion. Further, this declaration does not confirm issuance of policy or assumption of risk thereof.

Name of the Intermediary:

Place:

Intermediary Code:

Date:

Signature of the Intermediary

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11. VERNACULAR DECLARATION

Declaration in case the proposal is filled by other than Proposer (or) the proposer has signed in vernacular language (or) the proposer is illiterate (It is to be certified by someone other than an agent/employee of the company)

(The content of this form and its particulars have been explained by me in vernacular to the Proposer who has understood and confirmed the same.)

Name of the Translator: _____ Place: _____ Date: _____

Signature of the Translator _____

Name of the Proposer: _____ Place: _____ Date: _____

Signature of the Proposer: _____

12. MANDATORY DOCUMENTS

- The copy of affidavit sworn before a Metropolitan Magistrate or a Judicial Magistrate of First Class or an Executive Magistrate or a Notary Public giving guarantee as per the clause (q) of sub section (1) of section 2 of the Surrogacy (Regulation) Act, 2021 to be submitted for the cover for Surrogate Mother and a copy of Registration of Oocyte Donor to be submitted for the cover of Oocyte donor.
- Copy of the screening medical reports.

13. FOR OFFICE USE ONLY:

S. No	Name of insured person	Premium
1.		
Remarks of Underwriter:		Total:
		GST
		Gross Total