



The New India Assurance Co. Ltd
India's Premier Multinational General Insurance Company

NEW INDIA PENSION PROTECT PERSONAL ACCIDENT POLICY

(UIN No: NIAPAIP23064V012223)

1. PREAMBLE

This Policy is a contract of insurance issued by The New India Assurance (hereinafter called the 'Company') to the proposer mentioned in the schedule (hereinafter called the 'Insured') to cover the person(s) named in the schedule (hereinafter called the 'Insured Persons'). The policy is based on the statements and declaration provided in the proposal Form by the proposer and is subject to receipt of the requisite premium.

2. OPERATIVE CLAUSE

Any amount payable under the policy shall be subject to the terms of coverage, exclusions, conditions and definitions contained herein. Maximum liability of the Company under all such Claims during each Policy Year shall be the Sum Insured specified in the Schedule.

3. POLICY COVERAGE

Basic Cover:

Accidental Death-Full Sum Insured

Built In Covers:

Carriage of Dead Body – 1 % of CSI maximum Rs. 2500/-

Funeral Expenses – Rs. 2500/-

4. DEFINITIONS:

4.1 ACCIDENT

An accident is a sudden, unforeseen, involuntary event caused by external, visible and violent means.

4.2 INJURY

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



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4.3 SUM INSURED

Maximum sum insured allowable is 72 times of Monthly Pension Lost (as per the Pension Scheme of the respective employer / Annuity Plan purchased by the Employer / Annuity Plan purchased by the retiree) in the event of Death of the Pensioner.

Pension Lost implies the difference between the derived pension as on the date of commencement of the policy period and the family pension available to such dependent family members as would become recipient of the family pension as recorded in the Pension Scheme / Annuity Plan after the death of the pensioner.

4.4 FAMILY PENSION

Family Pension is defined as a regular monthly amount which an employer / insurer of the Annuity Plan would pay to a person who belongs to the family of the employee in the event of the Death of the employee.

4.5 AGE

Entry Age - From the time of becoming a Pensioner, but not less than 35 years and up to age of 70 years. Age means age of the Insured Person on the last birthday as on the date of commencement of the policy.

(Note: On completion of 65 years of age the acceptance of new proposals would be subject to submission of satisfactory physical fitness certificate from family doctor / medical practitioner and premium loading @ 2 % every year.)

4.6 POLICY PERIOD means period of one year for which the policy is issued.

4.7 GRACE PERIOD

Grace period (30 days or as amended by IRDA from time to time) means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits. Coverage is not available for the period for which no premium is received by the Company.

4.8 RENEWAL

Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with the provision of grace period for treating the renewal continuous.



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4.9 BENEFIT PAYABLE -

If at anytime during the currency of this policy, the Insured person shall die

- (a) resulting solely and directly from Accident , then the Company shall pay to such dependent family members as would become recipient of the family pension as recorded in the Pension Scheme / Annuity Plan purchased by the Retiree which is the basis of this policy contract.
- (b) Provided such death shall have occurred within Twelve months of the date of such Accident.

Basic Cover:

Accidental Death-Full Sum Insured

Built In Covers

Carriage of Dead Body – 1 % of CSI maximum Rs. 2500/-

Funeral Expenses – Rs. 2500/-

5. EXCLUSIONS

The Company shall not be liable to make any payment under this policy in respect of any Benefit for Death of the Insured from

- (a) From intentional self –injury
- (b) From suicide
- (c) From voluntary self exposure to sports / hazardous activities / adventure sports /Adventure activities
- (d) Any claim arising due to illness
- (e) Whilst under the influence of intoxicating liquor or drugs
- (f) Whilst engaging in Aviation or Ballooning ,whilst mounting into or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft anywhere in the world
'Standard Type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) irrespective of whether such an aircraft is privately owned OR chartered OR operated by a regular airline OR whether such an aircraft has a single engine or multi-engine.
- (g) Directly or indirectly caused by any disease, venereal disease / diseases or insanity"
- (h) Circumcision or Strictures or Vaccination or Inoculation or change of life or beauty treatment of any description or dental or eye treatment or dissipation or nervous breakdown (which expression shall also cover general debility (rundown conditions and general overhaul) or venereal disease or intemperance .
- (i) Arising or resulting from the Insured committing any breach of law with criminal intent.



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- (j) Arising out of directly or indirectly connected with or traceable to –War, Invasion, Act of foreign enemy, Hostilities (whether war be declared or not) , Civil war, Rebellion, Insurrection, Mutiny, Military or Usurped power Seizure, Capture, Arrests, Restraints and Detainment by any kings, princes and people of whatever nation, condition or quality.
- (k) Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:

A. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.

B. Nuclear weapons material

C. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

D. Nuclear, chemical and biological terrorism

(l) Any loss arising out of the Insured Person's actual or attempted commission of or wilful participation in an illegal act or any violation or attempted violation of the law.

6. CLAIMS PROCEDURE & CONDITIONS –

6.1. Notification of claim:

- i. Intimation about an event or occurrence that may give rise to a claim under this policy must be given within 30 days of its happening.
- ii. Claims for insurance benefits must be submitted to the Company not later than one (1) month after transportation of the mortal remains/ burial in the event of Death.

Note:

1. The Company will examine and relax the time limit mentioned herein above depending upon the merits of the case.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine or have post-mortem examination of the Insured, as may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished and the post-mortem examination report if necessary, be furnished within the space of fourteen days after the demand is raised in writing.
3. In case of death of the insured person the policy automatically ceases to be operative, without any refund of premium under any circumstances.
4. No sum payable shall ordinarily carry any interest. In case of any extra ordinary delay on the part of insurer, such claims shall be paid by the insurer as specified in IRDA (Protection of Policyholder's Interest) regulations 2017 dated 22.06.2017



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5. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported or by any fraudulent statement or device, whether by the Insured or by any person on behalf of the Insured.

6.2 Documents required for processing a claim-

Basic documents required for claims

- i. Duly completed claim form
- ii. Photo Identity Proof of the insured person
- iii. Copy of FIR/ Panchnama / Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station
- iv. Copy of Medico Legal Certificate (wherever it is required as per the circumstance of the Accident) duly attested by the concerned Hospital
- v. Death certificate;
- vi. Post Mortem Report (if conducted);
- vii. Identity proof of Nominee or Family Pension Recipient Original Succession Certificate / Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased. Any other relevant document required by the Company for assessment of the claim
- viii. Any other relevant document required by the Company for assessment of the claim

6.3 Payment of claim

All claims under the policy shall be payable in Indian currency only.

6.4 Claim Settlement

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In 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.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.



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iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(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)

7. RENEWAL

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

The Company shall endeavour to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.

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 within the Grace period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period.

The cover for the Insured shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Accidental Death Coverage and no Renewal of contract will be permissible.

The Insured shall give immediate notice to the Company of any change in status of the pensioner or source of income of the insured person, other than the pension.

The Insured shall, on tendering any premium for the renewal of this policy, give notice in writing to the of any disease, physical defect or infirmity with which he has become affected since the payment of last preceding premium.

This policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.

Possibility of revision of the premium rates:

The company, with prior approval of IRDAI, may revise or modify the premium rates.

8. CANCELLATION

The Insured may cancel this Policy by giving 15days' written notice, and in such an event, the Company shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

The premium, on cancellation by insured, will be retained BY INSURER as follows:



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Period On Risk	Rate Of Premium To Be Retained
Up to one month	1/4th of the annual rate
Up to three months	1/2 of the annual rate
Up to six months	3/4th of the annual rate
Exceeding six months	Full annual rate

i) 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.

ii. 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.

9. NOMINATION

The insured person is required at the inception of the policy, to make a nomination of the eligible family pension recipient / recipients for the purpose of payment of claim under the policy in the event of Death of the policyholder. Any change in the nomination shall be communicated to the insurer in writing and such change shall be effective only when endorsement on the policy is made. In the event of death of the policyholder, Company will pay the nominee (as named in the policy / pension scheme) and in case there is no nominee ,to the legal representative of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

10. 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.

11. ARBITRATION

If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently be referred to the decision of a sole arbitrator to be appointed in writing by the parties to if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the shall be referred to a panel of three arbitrators ,comprising of two



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arbitrators ,one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended by Arbitration and Reconciliation (Amendment) Act, 2015 (No.3 of 2016).

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly agreed and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator / arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

12. FREE LOOK PERIOD

i) The free look period shall be applicable at the inception of the policy and

(1)The insured will be allowed a period of at least 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable.

(2) If the insured has not made any claim during the free look period, the insured shall be entitled to—(a) A refund of the premium paid less any expenses incurred by the insurer on medical examination of the insured persons and the stamp duty charges or; (b) where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or; (c)Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period; (d) In respect of unit linked policy, in addition to the above deductions, the insurer shall also be entitled to repurchase the unit at the price of the units as on the date of the return of the policy.

13. GRIEVANCE REDRESSAL

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

- i. Website: www.newindia.co.in
- ii. Toll free: 1800 209 1415
- iii. E-mail: As stated in the policy schedule
- iv. Fax : As stated in the policy schedule



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- v. Courier: As stated 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 New India Head Office.

For updated details of grievance officer, kindly refer the link at www.newindia.co.in

Insurance Ombudsman –The insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A. Insureds are advised to note the revised details of insurance ombudsman as and when amended as available in the website <http://ecoi.co.in/ombudsman.html> .

Annexure-A.

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

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat , UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, Jeevan Prakash Building,6th floor,TilakMarg, Relief Road, Ahmedabad – 380001. Tel.: 079-25501201 / 02 / 05/ 06 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Office of the Insurance Ombudsman, JeevanSoudhaBuilding,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@ecoi.co.in



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Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor,6, Malviya Nagar,Opp. irtel Office, Near New Market, Bhopal –462003. Tel.: 0755- 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in
Odisha	Office of the Insurance Ombudsman, 62, Forest Park, Bhubneshwar – 751009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab , Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O.No.101,102 & 103,2 nd Floor, Batra Building, Sector 17 – D, Chandigarh –160 017. Tel.: 0172 – 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in
Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman,Fatima Akhtar Court, 4th Floor, 453, Anna Salai,Teynampet, CHENNAI– 600018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in
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@ecoi.co.in
Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, JeevanNivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in



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Andhra Pradesh, Telangana and UT of Yanam – a part of the UT of Pondicherry	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@ecoi.co.in
Rajasthan	Office of the Insurance Ombudsman, JeevanNidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in
Kerala , UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam-682015. Tel.: 0484 - 2358759/2359338 Fax: 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	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@ecoi.co.in
Districts of Uttar Pradesh : Laitpur, 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.	Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in



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Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3 rd Floor, JeevanSevaAnnexe, S.V.Road, Santacruz (W), Mumbai -4 00054. Tel.: 022 -26106552 / 26106960 Fax: 022-26106052 Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshahr, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand.	Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna -800006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3 rd Floor, C.T.S.No.s.195 to 198, N.C.Kelkar Road, Narayan Peth, Pune- 411030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in

[Note to Insured: In case of any difficulty in locating the nearest Ombudsman, kindly get in touch our Toll free number or the nearest local NIA office for proper details]