

**CORONA KAVACH POLICY, THE NEW INDIA ASSURANCE CO. LTD.**

**POLICY CLAUSE**

**1. PREAMBLE**

This Policy is a contract of insurance issued by The New India Assurance Co. Ltd., (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**

If during the policy period one or more Insured Person (s) is required to be hospitalized for treatment of COVID at a Hospital or Home care Treatment following Medical Advice of a duly qualified Medical Practitioner, the Company shall indemnify medically necessary expenses towards the Coverage mentioned in the policy schedule.

Provided further that, 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 the Policy Period shall be the Sum Insured (Individual or Floater) opted and specified in the Schedule.

**3. DEFINITIONS**

The terms defined below and at other junctures in the Policy have the meanings ascribed to them wherever they appear in this Policy and, where, the context so requires, references to the singular include references to the plural; references to the male includes the female and references to any statutory enactment includes subsequent changes to the same.

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

**3.2. AYUSH Treatment** refers to hospitalization treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems.

**3.3. An AYUSH Hospital** is a healthcare facility wherein medical/surgical/para-surgical treatment procedures and interventions are carried out by AYUSH Medical Practitioner(s) comprising of any of the following:

- a. Central or State Government AYUSH Hospital or
- b. Teaching hospital attached to AYUSH College recognized by the Central Government/Central Council of Indian Medicine/Central Council for Homeopathy; or
- c. AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:
  - i. Having at least 5 in-patient beds;
  - ii. Having qualified AYUSH Medical Practitioner in charge round the clock;

- iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
  - iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.
- 3.4. Cashless Facility** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured person in accordance with the Policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization is approved.
- 3.5. Condition Precedent** means a Policy term or condition upon which the Company's liability under the Policy is conditional upon.
- 3.6. COVID:** For the purpose of this Policy, Corona virus Disease means COVID-19 as defined by the World Health Organization (WHO) and caused by the virus SARS-CoV2.
- 3.7. Day Care Treatment** means medical treatment, and/or surgical procedure which is:
- i. undertaken under general or local anesthesia in a hospital/day care centre in less than twenty four hours because of technological advancement, and
  - ii. which would have otherwise required a hospitalization of more than twenty-four hours.
  - iii. Treatment normally taken on an out-patient basis is not included in the scope of this definition.
- 3.8. Disclosure to information norm:** The policy shall be void and all premiums paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact by the policyholder.
- 3.9. Emergency Care:** Emergency care means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.
- 3.10. Family** means, the Family that consists of the proposer and any one or more of the family members as mentioned below:
- i. Legally wedded spouse.
  - ii. Parents and Parents-in-law.
  - iii. Dependent Children (i.e. natural or legally adopted) between the Day 1 to 25 years. If the child above 18 years of age is financially independent, he or she shall be ineligible for coverage.
- 3.11. Health Care Worker** for the purpose of this policy shall mean doctors, nurses, midwives, dental practitioners and other health professionals including laboratory assistants, pharmacists, physiotherapists, technicians and people working in hospitals.
- 3.12. Home Care Treatment** means treatment availed by the Insured Person at home for COVID on positive diagnosis of COVID in a Government authorized diagnostic Centre , which in normal course would require care and treatment at a hospital but is actually taken at home provided that:
- a) The Medical practitioner advises the Insured person to undergo treatment at home.
  - b) There is a continuous active line of treatment with monitoring of the health status by a medical practitioner for each day through the duration of the home care treatment.
  - c) Daily monitoring chart including records of treatment administered duly signed by the treating doctor is maintained.

**3.13. Hospital** means any institution established for in-patient care and day care treatment of disease/ injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under Schedule of Section 56(1) of the said Act, OR complies with all minimum criteria as under:

- i. has qualified nursing staff under its employment round the clock;
- ii. has at least ten inpatient beds, in those towns having a population of less than ten lakhs and fifteen inpatient beds in all other places;
- iii. has qualified medical practitioner (s) in charge round the clock;
- iv. has a fully equipped operation theatre of its own where surgical procedures are carried out
- v. maintains daily records of patients and shall make these accessible to the Company's authorized personnel.

For the purpose of this policy any other set-up designated by the Government as hospital for the treatment of COVID shall also be considered as hospital.

**3.14. Hospitalization** means admission in a hospital for a minimum period of twenty four (24) hours consecutive 'In-patient care' provided it will not include procedures/ treatments, where such admission could be for a period of less than twenty four (24) consecutive hours.

**3.15. In-Patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

**3.16. Insured Person** means person(s) named in the schedule of the Policy.

**3.17. Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**3.18. ICU (Intensive Care Unit) Charges** means the amount charged by a Hospital towards ICU expenses on a per day basis which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.

**3.19. Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow up prescription.

**3.20. Medical Expenses** means those expenses that an insured person has necessarily and actually incurred for medical treatment on account of illness or accident on the advice of a medical practitioner, as long as these are no more than would have been payable if the insured person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**3.21. 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 the scope and jurisdiction of the licence.

**3.22. Medically Necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- i. is required for the medical management of illness or injury suffered by the insured;

- ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii. must have been prescribed by a medical practitioner;
- iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**3.23. Network Provider** means hospitals enlisted by insurer, TPA or jointly by an insurer and TPA to provide medical services to an insured by a cashless facility.

**3.24. Non- Network Provider** means any hospital that is not part of the network.

**3.25. Notification of Claim** means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication.

**3.26. Out-Patient (OPD) Treatment** means treatment in which the insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a medical practitioner. The insured is not admitted as a day care or in-patient

**3.27. Pre-hospitalization Medical Expenses** means medical expenses incurred during the period of 15 days preceding the hospitalization of the Insured Person, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**3.28. Post-hospitalization Medical Expenses** means medical expenses incurred during the period of 30 days immediately after the insured person is discharged from the hospital provided that:

- i. Such Medical Expenses are for the same condition for which the insured person's hospitalization was required, and
- ii. The inpatient hospitalization claim for such hospitalization is admissible by the Insurance Company.

**3.29. Policy** means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured person, what is excluded from the cover and the terms & conditions on which the Policy is issued to the Insured person.

**3.30. Policy period** means period of three and half months (105 days) / six and half months (195 days)/ nine and half months (285 days) as mentioned in the schedule for which the Policy is issued.

**3.31. Policy Schedule** means the Policy Schedule attached to and forming part of Policy

**3.32. Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

**3.33. Room Rent** means the amount charged by a hospital towards Room and Boarding expenses and shall include the associated medical expenses.

**3.34. Sub-limit** means a cost sharing requirement under a health insurance policy in which an insurer would not be liable to pay any amount in excess of the pre-defined limit

**3.35. Sum Insured** means the pre-defined limit specified in the Policy Schedule. 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) or all Insured Persons (on Floater basis) during the Policy Period.

**3.36. 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 of suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

**3.37. Third Party Administrator (TPA)** means a Company registered with the Authority, and engaged by an insurer, for a fee or by whatever name called and as may be mentioned in the health services agreement, for providing health services.

**3.38. Waiting Period** means a period from the inception of this Policy during which COVID is not covered.

#### **4. BASE COVER:**

The cover listed below is in-built Policy benefit and shall be available to all Insured Persons in accordance with the procedures set out in this Policy.

##### **4.1. COVID Hospitalization Cover**

The Company shall indemnify medical expenses incurred for Hospitalization of the Insured Person during the Policy year for the treatment of COVID on Positive diagnosis of COVID through a government approved diagnostic test in a government authorized diagnostic centre including the expenses incurred on treatment of any comorbidity along with the treatment for COVID up to the Sum Insured specified in the policy schedule, for,

- i. Room Rent, Boarding, Nursing Expenses as provided by the Hospital / Nursing Home.
- ii. Intensive Care Unit (ICU) / Intensive Cardiac Care Unit (ICCU) expenses.
- iii. Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialist Fees whether paid directly to the treating doctor / surgeon or to the hospital
- iv. Anesthesia, blood, oxygen, operation theatre charges, surgical appliances, ventilator charges, medicines and drugs, costs towards diagnostics, diagnostic imaging modalities, PPE Kit, gloves, mask and such similar other expenses.
- v. Road Ambulance subject to a maximum of Rs.2000/- per hospitalization for the Ambulance services offered by a Hospital or by an Ambulance service provider, provided that the Ambulance is availed only in relation to COVID Hospitalization for which the Company has accepted a claim under section This also includes the cost of the transportation of the Insured Person from a Hospital to the another Hospital as prescribed by a Medical Practitioner.

##### **Note:**

1. Expenses of Hospitalization for a minimum period of 24 consecutive hours only shall be admissible.

##### **4.2. Home Care Treatment Expenses:**

Home Care Treatment means Treatment availed by the Insured Person at home for COVID on positive diagnosis of COVID in a Government authorized diagnostic Centre , which in normal course would require care and treatment at a hospital but is actually taken at home maximum up to 14 days per incident and Rs. 15,000/- per Insured provided that:

- a) The Medical practitioner advises the Insured person to undergo treatment at home.
- b) There is a continuous active line of treatment with monitoring of the health status by a medical practitioner for each day through the duration of the home care treatment.
- c) Daily monitoring chart including records of treatment administered duly signed by the treating doctor is maintained.
- d) Insured shall be permitted to avail the services as prescribed by the medical practitioner. Cashless or reimbursement facility shall be offered under homecare expenses subject to claim settlement policy disclosed in the website.
- e) In case the Insured intends to avail the services of non-network provider, claim shall be subject to reimbursement, a prior approval from the Insurer needs to be taken before availing such services.

In this benefit, the following shall be covered if prescribed by the treating medical practitioner and is related to treatment of COVID,

- a. Diagnostic tests undergone at home or at diagnostics centre
- b. Medicines prescribed in writing
- c. Consultation charges of the medical practitioner
- d. Nursing charges related to medical staff
- e. Medical procedures limited to parenteral administration of medicines
- f. Cost of Pulse Oximeter, Oxygen cylinder and Nebulizer

#### **4.3. AYUSH Treatment**

The Company shall indemnify medical expenses incurred for inpatient care treatment for COVID on Positive diagnosis of COVID test in a government authorized diagnostic centre including the expenses incurred on treatment of any comorbidity along with the treatment for COVID under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems of medicines during each Policy Year up to the limit of sum insured as specified in the policy schedule in any AYUSH Hospital.

Covered expenses shall be as specified under COVID Hospitalization Expenses (Section 4.1)

#### **4.4. Pre Hospitalization**

The company shall indemnify pre-hospitalization medical expenses incurred, related to an admissible hospitalization requiring inpatient care, for a fixed period of 15 days prior to the date of admissible hospitalization covered under the policy.

#### **4.5. Post Hospitalization**

The company shall indemnify post hospitalization medical expenses incurred, related to an admissible hospitalization requiring inpatient care, for a fixed period of 30days from the date of discharge from the hospital, following an admissible hospitalization covered under the policy.

- 4.6. The expenses that are not covered in this policy are placed under List-I of Annexure-A. The list of expenses that are to be subsumed into room charges, or procedure charges or costs of treatment are placed under List-II, List-III and List-IV of Annexure-A respectively.

## 5. OPTIONAL COVER:

The cover listed below is Optional Policy benefit and shall be available to Insured Persons in accordance with the terms set out in the Policy, if the listed cover is opted

**5.1 Hospital Daily Cash:** The Company shall pay the Insured Person 0.5% of sum insured per day for each 24 hours of continuous hospitalization for which the Company has accepted a claim under Section- 4.1 Hospitalization Cover.

The benefit shall be payable maximum up to 15 days during a policy period in respect of every insured person.

The total amount payable in respect of Covers 4.1, 4.2, 4.3, 4.4, 4.5 and 5.1, shall not exceed 100% of the Sum Insured during a policy period.

## 6. Waiting Period

The Company shall not be liable to make any payment under the policy in connection with or in respect of following expenses till the expiry of waiting period mentioned below:

### 6.1 First Fifteen Days Waiting Period

Expenses related to the treatment of COVID within 15 days from the first policy commencement date shall be excluded.

## 7. EXCLUSIONS

The Company shall not be liable to make any payment under the policy, in respect of any expenses incurred in connection with or in respect of:

### 7.1 Investigation & Evaluation(Code- Excl04)

Expenses related to any admission primarily for diagnostics and evaluation purposes. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment

### 7.2 Rest Cure, rehabilitation and respite care (Code- Excl05)

Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:

- i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
- ii. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

**7.3** Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or Home care treatment.

**7.4 Unproven Treatments:**

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness. However, treatment authorized by the government for the treatment of COVID shall be covered.

**7.5** Any claim in relation to COVID where it has been diagnosed prior to Policy Start Date.

**7.6** Any expenses incurred on Day Care treatment and OPD treatment

**7.7** Diagnosis /Treatment outside the geographical limits of India

**7.8** Testing done at a Diagnostic centre which is not authorized by the Government shall not be recognized under this Policy

**7.9** All covers under this Policy shall cease if the Insured Person travels to any country placed under Travel restriction by the Government of India.

**8. CLAIM PROCEDURE****8.1 Procedure for Cashless claims:**

- i. Treatment may be taken in a network provider and is subject to pre authorization by the Company or its authorized TPA.
- ii. Cashless request form available with the network provider and TPA shall be completed and sent to the Company/TPA for authorization.
- iii. The Company/ TPA upon getting cashless request form and related medical information from the insured person/ network provider will issue pre-authorization letter to the hospital after verification.
- iv. At the time of discharge, the insured person has to verify and sign the discharge papers, pay for non-medical and inadmissible expenses.
- v. The Company / TPA reserves the right to deny pre-authorization in case the insured person is unable to provide the relevant medical details.
- vi. In case of denial of cashless access, the insured person may obtain the treatment as per treating doctor's advice and submit the claim documents to the Company / TPA for reimbursement.

**8.2 Procedure for reimbursement of claims:**

For reimbursement of claims the insured person may submit the necessary documents to TPA (if applicable)/Company within the prescribed time limit as specified hereunder.

S No	Type of Claim	Prescribed Time limit
1.	Reimbursement of hospitalization and pre hospitalization expenses	Within thirty days of date of discharge from hospital



2.	Reimbursement of post hospitalization expenses	Within fifteen days from completion of post hospitalization treatment
3	Reimbursement of Home Care expenses	Within thirty days from completion of home care treatment

### 8.3 Notification of Claim

Notice with full particulars shall be sent to the Company/TPA (if applicable) as under:

- i. Within 24 hours from the date of emergency hospitalization.
- ii. At least 48 hours prior to admission in Hospital in case of a planned Hospitalization.

### 8.4 Documents to be submitted:

The claim is to be supported with the following documents and submitted within the prescribed time limit.

Benefits	Claims Documents Required
1. COVID Hospitalization Cover	<ol style="list-style-type: none"> <li>i. Duly filled and signed Claim Form</li> <li>ii. Copy of Insured Person's passport, if available (All pages)</li> <li>iii. Photo Identity proof of the patient (if insured person does not own a passport)</li> <li>iv. Medical practitioner's prescription advising admission</li> <li>v. Original bills with itemized break-up</li> <li>vi. Payment receipts</li> <li>vii. Discharge summary including complete medical history of the patient along with other details.</li> <li>viii. Investigation reports including Insured Person's Test Reports from Authorized COVID testing centre</li> <li>ix. OT notes or Surgeon's certificate giving details of the operation performed, wherever applicable</li> <li>x. Sticker/Invoice of the Implants, wherever applicable.</li> <li>xi. NEFT Details (to enable direct credit of claim amount in bank account) and cancelled cheque</li> <li>xii. KYC (Identity proof with Address) of the proposer, where claim liability is above Rs 1 Lakh as per AML Guidelines</li> <li>xiii. Legal heir/succession certificate, wherever applicable</li> <li>xiv. Any other relevant document required by Company/TPA for assessment of the claim.</li> </ol>
2. Home Care expenses	<ol style="list-style-type: none"> <li>i. Duly filled and signed Claim Form</li> <li>ii. Copy of Insured Person's passport, if available (All pages)</li> <li>iii. Photo Identity proof of the patient (if insured person does not own a passport)</li> <li>iv. Medical practitioner's prescription advising admission</li> <li>v. A certificate from medical practitioner advising treatment at home or consent from the Insured person on availing home care benefit.</li> <li>vi. Discharge Certificate from medical practitioner specifying date of start and completion of home care treatment.</li> </ol>

	vii. Daily monitoring chart including records of treatment administered duly signed by the treating doctor is maintained.
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**Note:**

1. The company shall only accept bills/invoices/medical treatment related documents only in the Insured Person's name for whom the claim is submitted
2. In the event of a claim lodged under the Policy and the original documents having been submitted to any other insurer, the Company shall accept the copy of the documents and claim settlement advice, duly certified by the other insurer subject to satisfaction of the Company
3. Any delay in notification or submission may be condoned on merit where delay is proved to be for reasons beyond the control of the Insured Person

**8.5 Claim Settlement (provision for Penal Interest)**

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

**8.6 Services Offered by TPA**

Servicing of claims, i.e., claim admissions and assessments, under this Policy by way of pre-authorization of cashless treatment or processing of claims other than cashless claims or both, as per the underlying terms and conditions of the policy.

The services offered by a TPA shall not include

- i. Claim settlement and claim rejection;
- ii. Any services directly to any insured person or to any other person unless such service is in accordance with the terms and conditions of the Agreement entered into with the Company.

**8.7 Payment of Claim**

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

**9. GENERAL TERMS & CONDITIONS**

**9.1 Disclosure of Information**

The Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact by the policyholder.

**9.2 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.

### **9.3 Records to be maintained**

The Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representatives to inspect such records. The Policyholder or Insured Person shall furnish such information as the Company may require for settlement of any claim under the Policy, within reasonable time limit and within the time limit specified in the Policy

### **9.4 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.

### **9.5 Notice & Communication**

- i. Any notice, direction, instruction or any other communication related to the Policy should be made in writing.
- ii. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule.
- iii. The Company shall communicate to the Insured at the address or through any other electronic mode mentioned in the schedule.

### **9.6 Territorial Limit**

All medical treatment for the purpose of this insurance will have to be taken in India only.

### **9.7 Multiple Policies**

- i. In case of multiple policies taken by an insured during a period from the same or one or more insurers to indemnify treatment costs, the policyholder shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer if chosen by the policy holder shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. Policyholder having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies, even if the sum insured is not exhausted. Then the Insurer(s) shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the policyholder shall have the right to choose insurers from whom he/she wants to claim the balance amount.
- iv. Where an insured has policies from more than one insurer to cover the same risk on indemnity basis, the insured shall only be indemnified the hospitalization costs in accordance with the terms and conditions of the chosen policy.

### **9.8 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 shall be forfeited.

Any amount already paid against claims made under the policy which are found fraudulent later under this policy 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.

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, with intent to deceive the insurer or to induce the insurer to issue an insurance Policy:

- a. the suggestion, as a fact of that which is not true and which the Insured Person does not believe to be true;
- b. the active concealment of a fact by the Insured Person having knowledge or belief of the fact;
- c. any other act fitted to deceive; and
- d. any such act or omission as the law specially declares to be fraudulent

The company shall not repudiate the policy 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 mis-statement of or suppression of material fact are within the knowledge of the insurer.

#### **9.9 Cancellation**

The Company may cancel the Policy at any time on grounds of mis-representation, non-disclosure of material facts, fraud by the Insured Person, by giving 7 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation, non-disclosure of material facts or fraud.

#### **9.10 Automatic change in Coverage under the policy**

The coverage for the Insured Person(s) shall automatically terminate:

In the case of demise of the insured person. However the cover shall continue for the remaining Insured Persons till the end of Policy Period. All relevant particulars in respect of such person (including his/her relationship with the insured person) must be submitted to the company along with the application. Provided no claim has been made, and termination takes place on account of death of the insured person, pro-rata refund of premium of the deceased insured person for the balance period of the policy will be effective.

#### **9.11 Territorial Jurisdiction**

All disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the Policy shall be determined by the Indian court and according to Indian law.

#### **9.12 Arbitration**

- i. If any dispute or difference shall arise as to the quantum to be paid by the Policy, (liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they cannot agree upon a single arbitrator within thirty days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under

and in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2015 (No. 3 of 2016).

- ii. It is clearly agreed and understood that no difference or dispute shall be preferable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of the policy.
- iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the policy that award by such arbitrator/arbitrators of the amount of expenses shall be first obtained.

#### **9.13 Endorsements (Changes in Policy)**

- i. This policy constitutes the complete contract of insurance. This Policy cannot be modified by anyone (including an insurance agent or broker) except the company. Any change made by the company shall be evidenced by a written endorsement signed and stamped.
- ii. The policyholder may be changed during the Policy Period only in case of his/her demise or him/her moving out of India. The new Policyholder must be the legal heir/immediate family member. Such change would be subject to acceptance by the company and payment of premium (if any).

#### **9.14 Terms and conditions of the Policy**

The terms and conditions contained herein and in the Policy Schedule shall be deemed to form part of the Policy and shall be read together as one document.

#### **9.15 Nomination**

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. 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. In the event of death of the policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to 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.

### **10. REDRESSAL OF GRIEVANCE**

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:** <https://www.newindia.co.in/portal/readMore/Offices>

**Fax :** <https://www.newindia.co.in/portal/readMore/Offices>

**Courier:** <https://www.newindia.co.in/portal/readMore/Offices>

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>

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

**Insurance Ombudsman** –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 for redressal of grievance. The contact details of the Insurance Ombudsman offices have been provided as Annexure-B.<sup>1</sup>[Insurers to take note of the change in domain of the email ids mentioned at Annexure – B, the domain may be changed from gbic.co.in to ecoi.co.in. Insurers are further advised to note the revised details of insurance ombudsman as and when amended as available in the website <http://ecoi.co.in/ombudsman.html> and ensure that updated details are prospectively incorporated in the policy documents for the information of the policyholders.]

11. Non-Disclosure of any Comorbidity condition/s of the persons covered shall reduce the admissible claim amount by 30%.

## 12. TABLE OF BENEFITS

<b>Name</b>	CORONA KAVACH POLICY, The New India Assurance Co Ltd
<b>Product Type</b>	Individual/ Floater
<b>Category of Cover</b>	Indemnity/Benefit
<b>Sum insured</b>	Rs 50,000/- (Fifty Thousand) to 5,00,000/- (Five Lakh) (in the multiples of fifty thousand) On Individual basis – SI shall apply to each individual family member On Floater basis – SI shall apply to the entire family
<b>Policy Period</b>	105 Days, 195 Days and 285 Days including waiting period of 15 days
<b>Eligibility</b>	Policy can be availed by persons between the age of 18 years and 65years, as Proposer. Proposer with higher age can obtain policy for family, without covering self. Policy can be availed for Self and the following family members i. legally wedded spouse. ii. Parents and Parents-in-law. iii. Dependent Children (i.e. natural or legally adopted) between the Day 1 to 25 years. If the child above 18 years of age is financially independent, he or she shall be ineligible for coverage in the subsequent renewals
<b>Hospitalization Expenses</b>	Medical Expenses of Hospitalization for Covid for a minimum period of 24 consecutive hours only shall be admissible
<b>Pre Hospitalization</b>	For 15days prior to the date of hospitalization
<b>Post Hospitalization</b>	For 30days from the date of discharge from the hospital
<b>Sub-limits</b>	Hospital Daily Cash: 0.5% of Sum Insured per day subject to maximum of 15 days in a policy period for every insured member

	Home Care Treatment: Maximum up to 14 days per incident and Rs. 15,000 per Insured
<b>AYUSH</b>	Medical Expenses incurred for Inpatient Care treatment for Covid under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems of medicines shall be covered up to sum insured during each Policy year as specified in the policy schedule.
<b>Home Care Treatment Expenses</b>	The Company shall indemnify costs of treatment incurred by the Insured person on availing treatment at home for Covid on Positive diagnosis of Covid in a government authorized diagnostic centre, which in the normal course would require care and treatment at a hospital but is actually taken while confined at home subject to policy terms and conditions.

#### Annexure-A

List I – Items for which coverage is not available in the policy

Sl No	Item
1	BABY FOOD
2	BABY UTILITIES CHARGES
3	BEAUTY SERVICES
4	BELTS/ BRACES
5	BUDS
6	COLD PACK/HOT PACK
7	CARRY BAGS
8	EMAIL / INTERNET CHARGES
9	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)
10	LEGGINGS
11	LAUNDRY CHARGES
12	MINERAL WATER
13	SANITARY PAD
14	TELEPHONE CHARGES
15	GUEST SERVICES
16	CREPE BANDAGE
17	DIAPER OF ANY TYPE
18	EYELET COLLAR
19	SLINGS
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES
21	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED
22	TELEVISION CHARGES
23	SURCHARGES
24	ATTENDANT CHARGES
25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)
26	BIRTH CERTIFICATE
27	CERTIFICATE CHARGES
28	COURIER CHARGES
29	CONVEYANCE CHARGES
30	MEDICAL CERTIFICATE
31	MEDICAL RECORDS
32	PHOTOCOPIES CHARGES
33	MORTUARY CHARGES

34	WALKING AIDS CHARGES
35	SPIROMETRE
36	STEAM INHALER
37	ARMSLING
38	THERMOMETER
39	CERVICAL COLLAR
40	SPLINT
41	DIABETIC FOOT WEAR
42	KNEE BRACES (LONG/ SHORT/ HINGED)
43	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
44	LUMBO SACRAL BELT
45	NIMBUS BED OR WATER OR AIR BED CHARGES
46	AMBULANCE COLLAR
47	AMBULANCE EQUIPMENT
48	ABDOMINAL BINDER
49	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
50	SUGAR FREE TABLETS
51	CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals payable)
52	ECG ELECTRODES
53	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]
54	KIDNEY TRAY
55	OUNCE GLASS
56	PELVIC TRACTION BELT
57	PAN CAN
58	TROLLY COVER
59	UROMETER, URINE JUG

List II – Items that are to be subsumed into Room Charges

Sl No	Item
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED)
2	HAND WASH
3	CRADLE CHARGES
4	COMB
5	EAU-DE-COLOGNE / ROOM FRESHNERS
6	GOWN including PPE
7	SLIPPERS
8	TISSUE PAPER
9	TOOTH PASTE
10	TOOTH BRUSH
11	BED PAN
12	FLEXI MASK
13	HAND HOLDER
14	SPUTUM CUP
15	DISINFECTANT LOTIONS
16	LUXURY TAX
17	HVAC
18	HOUSE KEEPING CHARGES



19	AIR CONDITIONER CHARGES
20	IM IV INJECTION CHARGES
21	CLEAN SHEET
22	BLANKET/WARMER BLANKET
23	ADMISSION KIT
24	DIABETIC CHART CHARGES
25	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES
26	DISCHARGE PROCEDURE CHARGES
27	DAILY CHART CHARGES
28	ENTRANCE PASS / VISITORS PASS CHARGES
29	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
30	FILE OPENING CHARGES
31	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)
32	PATIENT IDENTIFICATION BAND / NAME TAG
33	PULSEOXYMETER CHARGES

List III – Items that are to be subsumed into Procedure Charges

Sl No.	Item
1	HAIR REMOVAL CREAM
2	DISPOSABLES RAZORS CHARGES (for site preparations)
3	EYE PAD
4	EYE SHEILD
5	CAMERA COVER
6	DVD, CD CHARGES
7	GAUSE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPE COVER
12	SURGICAL BLADES, HARMONICSCALPEL,SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE
16	X-RAY FILM
17	BOYLES APPARATUS CHARGES
18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHOBUNDLE, GYNAEC BUNDLE

List IV – Items that are to be subsumed into costs of treatment

Sl No.	Item
1	ADMISSION/REGISTRATION CHARGES
2	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES

5	BIPAP MACHINE
6	CPAP/ CAPD EQUIPMENTS
7	INFUSION PUMP– COST
8	HYDROGEN PEROXIDE\SPIRIT\ DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES
10	HIV KIT
11	ANTISEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOL SWABES
16	SCRUB SOLUTION/STERILLIUM
17	Glucometer& Strips
18	URINE BAG

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

<p><b>AHMEDABAD - Shri Kuldip Singh</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p><b>BHOPAL - Shri Guru Saran Shrivastava</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a></p>
<p><b>BHUBANESHWAR - Shri Suresh Chandra Panda</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a></p>	<p><b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></p>
<p><b>CHENNAI - Shri M. Vasantha Krishna</b> 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: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></p>	<p><b>DELHI - Shri Sudhir Krishna</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></p>
<p><b>GUWAHATI - Shri Kiriti .B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a></p>	<p><b>HYDERABAD - Shri I. Suresh Babu</b> 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: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></p>
<p><b>ERNAKULAM - Ms. Poonam Bodra</b> 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: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a></p>	<p><b>KOLKATA - Shri P. K. Rath</b> 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: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a></p>
<p><b>LUCKNOW -Shri Justice Anil Kumar Srivastava</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a></p>	<p><b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a></p>
<p><b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@ecoi.co.in">bimalokpal.jaipur@ecoi.co.in</a></p>	<p><b>PUNE - Shri Vinay Sah</b> 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: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a></p>
<p><b>BENGALURU - Smt. Neerja Shah</b> 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: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></p>	<p><b>NOIDA - Shri Chandra Shekhar Prasad</b> 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: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></p>
<p><b>PATNA - Shri N. K. Singh</b> Office of the Insurance Ombudsman, 1st Floor,Kalpna Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></p>	