

*Leadership and beyond*

**न्यू इन्डिया एश्योरन्स**  
**THE NEW INDIA ASSURANCE CO.LTD**



TRIVANDRUM DIVISIONAL OFFICE – II -(761400  
REMA PLAZA , SS COIL ROAD, TRIVANDRUM – 695001  
Tel: (0471) 2330237 / 2331920 / 2323947 Fax:2329352



TVM/BKP/2018

25 JULY 2018

To  
The Principal  
College of Engineering  
Trivandrum

Dear Sir

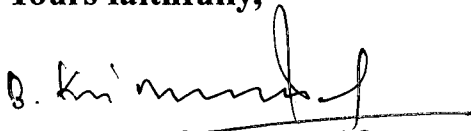
Re : MOU for Group Personal Accident Insurance Scheme for the students of  
your college  
Ref : Your Proceedings No- D1/01/2018/CET dated 25-5-2018

Kind attention is invited to the reference cited above.

Based on the discussion we had with you last month, we have drafted a  
Memorandum of Understanding for implementing Group Personal Accident  
Insurance Scheme for the students of your College. We would request you to  
please return the same duly signed after your perusal.

Thanking you and assuring our best prompt personalised service always,

Yours faithfully,

  
Dr. B. Krishna Prasad  
Divisional Manager.

Encl:a/a

To PTA

*Dr. B. Krishna Prasad*  
26/7/18

Vinod  
9447061235



**THE NEW INDIA ASSURANCE COMPANY LIMITED**

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**MEMORANDUM OF UNDERSTANDING**

This MEMORANDUM OF UNDERSTANDING is executed on this the ...18th.. day of JULY 2018 between The New India Assurance Company Ltd, Divisional Office II(761400) Thampanoor, Thiruvananthapuram ,having its Registered Office at Mumbai ( hereinafter referred to as 'the Insurer' which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in office and assigns)represented by it's Divisional Manager Dr.B.Krishna Prasad of the FIRST PART; and the Govt Engineering College (CET), Thiruvananthapuram (hereinafter referred to as 'the insurer' which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in office and assigns)represented by it's Principal Dr.David.J of the SECOND PART.

**GROUP PERSONAL ACCIDENT INSURANCE**

WHEREAS the Insured has approved this Group Personal Accident Insurance Scheme, by paying Rs 63,000 /- as Insurance premium inclusive of 18% Goods & Service Tax quoted by the insurer IT IS HEREBY DECLARED AND AGREED AS FOLLOWS:

The sum & benefits under the INSURANCE SCHEME are as under:-.

**Schedule**

Sum Insured per person = Rs.1 Lac

Minimum No of students to be covered = 1000

**Coverages:**

	<b>CONTINGENCY COVERED UNDER POLICY</b>	<b>AMOUNT OF COMPENSATION PAYABLE PER HEAD</b>
1	<b>DEATH</b>	<b>Rs.1 Lac</b>
2	<b>LOSS OF 2 LIMBS ,BOTH EYES OR ONE LIMB &amp; ONE EYE</b>	<b>Rs.1 Lac</b>
3	<b>LOSS OF ONE LIMB OR ONE EYE</b>	<b>Rs.50,000</b>
4	<b>PERMANENT TOTAL DISABLEMENT FROM INJURIES OTHER THAN THOSE MENTIONED ABOVE</b>	<b>Rs.1 Lac</b>

**Extension coverage:** Reimbursement of accidental in patient medical expenses for actuals incurred or Rs.50,000/- whichever is less. Medical extension benefit is payable only if the claim is admissible under any of the above sections.

WHEREAS the Insured has made to the insurer the proposals and/or declaration together with any statements and warranties then it shall be the basis of this contract and is/are deemed to be incorporate therein, for the insurance hereinafter set forth in respect of persons detailed in the Schedule of Insured Persons Now this Policy witness that subject to and in consideration of the payment made to the Insurer the premium for the period stated in the Schedule or for any further period for which the Insurer may accept payment for the renewal of this Policy and subject to the terms, provisions, exceptions and conditions herein expressed or contained or hereon endorsed, the Insurer shall pay to the INSURED to the extent and in the manner hereinafter provided that if any of the Insured Persons shall :

**SECTION 1 (Personal Accident cover)**

1. Sustain any bodily injury resulting solely directly from accident caused by external, violent and visible means, the sum hereinafter set forth in respect of any of the Insured persons specified in the Schedule.
  - (a) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured person, the Capital Sum Insured stated in the Schedule hereto, applicable to such insured person.
  - (b) If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
    - i) Sight of both eyes, or of the actual loss by "physical separation" of two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of sight of one eye and such loss of one entire hand or one entire foot, the Capital Sum Insure stated in the Schedule herein applicable to such Insured person.

- ii) Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured person.
- (c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of
  - i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured person.
  - ii) total and irrecoverable loss of use of a hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto, applicable to such Insured person.

**NOTE**

- For the purpose of Clauses (b) and (c) above, physical separation of a hand means separation at or above the wrist and of the foot means at or above the ankle.
- (d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Capital Sum Insured, stated in the Schedule hereto applicable to such insured person.

**SECTION 2 (Accidental hospitalization)**

- (di) In consideration of the payment of an additional premium it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any accident as specified in the Policy, for which a claim is made by the Insured and admitted by the Insurer.
- (dii) The Insurer shall reimburse to the Insured actual amount incurred at hospital or Rs.50,000/- whichever is less. Further, it is a condition precedent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted to and is approved by the Insurer.
- (diii) PROVIDED ALWAYS THAT :
- (div) This insurance shall not apply, in so far as it applies to a female to expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter.
- (dv) The Insurers shall not be liable to make any payment under this Policy in respect of :-
  1. Disease, Injury, Death or Disablement directly or indirectly due to War, Invasion, Act of Foreign Enemy Hostilities or Warlike Operations (whether war be declared to nor) or Civil Commotion or Rebellion Military, Naval or Air Service or Breach of Law of Hunting, steeple-chasing, Revolution, Insurrection, Mutiny, engaging in aviation other than a passenger (fare paying or otherwise) in any licensed Standard Type of Aircraft.
  2. Circumcision or Strictures or Vaccination or Innoculation or change of life or beauty treatment of any description or dental or eye treatment or Intentional self injury or insanity or dissipation or Nervous Break-down (which expression shall cover also general debility "run down" conditions and General "overhaul") or Venereal Disease or intemperance or the use of intoxicating drugs or liquors or any diseases, injury, death or disablement directly or indirectly due to any one or more of them.

**EXCEPTIONS**

**PROVIDED ALWAYS THAT :**

The Insurers shall not be liable under this Policy for :

1. Compensation under more than one of the foregoing Subclauses in respect of the same period of the same period of disablement of the Insured person.
2. Any other payment to the same person after a claim under one of the Sub-Clauses (a), (b), or (d) has been admitted and become payable. However, amounts relating to medical expenses would be payable in addition if applicable.

3. Any payment in case of more than one claim in respect of such insured person under the Policy during any one period of insurance by which the maximum liability of the Insurers specified in the schedule applicable to such Insured person would exceed the sum payable under sub-clause (a) of this Policy to such insured person. However, amount relating to medical expenses would be payable in addition if applicable.

4. Payment of compensation in respect of Death, injury of Disablement of the Insured person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) whilst engaging in Aviation or Ballooning whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, (d) directly or indirectly caused by venereal diseases, aids or insanity, (e) arising or resulting from the insured person committing any breach of law with criminal intent, (Standard type of Aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority 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.

5. Payment of compensation in respect of Death, Injury or Disablement of the Insured person due to or arising out of or directly or indirectly connected with or traceable to : War, Invasion, Act or foreign enemy, Hostilities (whether war be declared or not), Civil War, Rebellion, Revolution, Insurrection, Mutiny, Military or Usurped Power Seizure, Capture, Arrests, Restraints and Detainments of all kings, princes and people of whatsoever nation condition or quality.

6. Payment of Compensation in respect of death of, or bodily injury or any disease or illness to the Insured person -

(a) directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

(b) directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

Provided also that the due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured and/or Insured person be a condition precedent to any liability of the Insurer under this Policy.

7. Pregnancy Exclusion Clause : The Insurance under this Policy shall not extend to cover death or disablement resulting directly or indirectly caused by contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.

## CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this Policy, written notice with all particulars must be given to the Insurer immediately. In case of death, written notice also for the death must, unless reasonable cause is shown, be so given before interment, cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one Calendar month after such loss of sight or amputation.

2. Proof satisfactory to the Insurer shall be furnished of all matters upon which a claim is based. Any Medical or other agent of the Insurer shall be allowed to examine the insured person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Insurer and in the event of death, to make a postmortem examination of the body of the insured person. Such evidence as the Insurer may from time to time require shall be furnished and a postmortem examination report, if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured person shall undergo at the Insured's expense such operation or treatment as the Insurer may reasonably deem desirable provided that all sums payable :-

i) In case of death or PTD only after deleting by an endorsement the name of the insured person in respect of whom such sum shall become payable without any refund of premium.

ii) In case of PTD only after reducing by an endorsement CSI by amount admissible under the

claim in respect of person to whom such sum shall become payable.

**No sum payable under this policy shall carry interest.**

3. The Insurers 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 by any fraudulent statement or device, whether by the Insured or by any person on behalf of the Insured.
4. (a) The Insured shall give immediate notice to the Insurer of any change in his business or occupation.  
(b) The Insured shall be tendering any premium for the renewal of this Policy give notice in writing of the Insurer of any disease, physical defect or infirmity with which any of the insured person have become affected since payment of last preceding premium.
5. This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Insurer on or before the date of expiry of the Policy or of the subsequent renewal thereof. The renewal premium is to be agreed up on based on the claims experience of the previous years. The Insurer shall not however, be bound to give notice that such renewal premium is due.
6. The Insurer may at any time, by notice in writing, determine this Policy, provided that the Insurer shall in that case return to the Insured the then last paid premium less a prorata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed to the Insured at the address last registered in the Insurers books and shall be deemed to have been received by the Insured at the time when the same would be delivered in the ordinary course of post.  
OR the policy may be canceled at any time by the Insured by a notice in writing under a Certificate of posting or a Regd. A.D. Such notice shall be deemed to be effective from the date of despatch of the same by the Insured.  
PROVIDED no claim has arisen under the within mentioned Policy prior to the despatch of such notice by the Insured to the Insurer, the Insured would be entitled to the return of premium less premium at Company's short period rates for the period the policy has been in force.
7. The Insurer shall not be bound to take notice or be affected by any notice of any trust, charged, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured shall in all cases be an effective discharge to the Insurer.
8. If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to of if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration the same shall be referred to a panel of three arbitrators, comprising of 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.

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

It is hereby expressly stipulated 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 Insurer 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.

**Documents required for processing claims**

- (a) Duly completed claim form attested by official of insured
- (b) Report of attending Doctor either as a separate document or on the reverse of claim form if provision is made thereof
- (c) Investigation reports like laboratory test, X-rays and reports for confirming injury.
- (d) Police reports, wherever necessary
- (e) Medical bill corresponding to doctors prescription where medical extension is granted.
- (f) Detailed Discharge summary from attending hospital with date of admission, Nature of injury, Treatment details and Doctors certificate.
- (g) Disability certificate from attending doctor wherever applicable.

In case of fatal accident cases the following documents need to be submitted

- i) Death certificate
- ii) Post-mortem report
- iii) Coroner's report & Inquest report } wherever necessary / applicable

**NB :**

- (a) The original documents may be returned only if duly attested xerox copies are submitted.
- A. (b) Bills/ receipts are for company's records.

IN WITNESS THEREOF, both the parties Insured and Insurer have agreed to abide by the foregoing terms and conditions of the agreement.

**For Govt engineering College**

**For The New India Assurance Co.Ltd.**

~~Dr. David J.~~ Dr. Jiji C.V

**Dr.B.Krishna Prasad**

**PRINCIPAL**

**DIVISIONAL MANAGER**

Witnesses:

1 -

2 -