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Guidelines on Standardization of Exclusions in Health Insurance Contracts

INDEX

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GENERAL - Chapter - I

1. OBJECTIVE:

The objective of these Guidelines are to rationalise and standardize the exclusions in health Insurance Contracts that every Insurer shall comply with. Health Insurance has undergone various changes and improvements over the years. The Insurance Regulatory and Development Authority of India (Health Insurance) Regulations as well as the TPA (Third Party Administrators) Regulations have brought in standardization of various definitions / formats in the health insurance industry to promote uniformity keeping the customer in focus. The health insurance industry is keeping pace with the advancements in technologies that are taking place in the healthcare industry. With the increase in number of health insurance companies as well as health insurance products in the market, it has been desired that the health insurance industry adopts a uniform approach while incorporating exclusions in the health insurance products. In order to have a holistic and structured approach in devising appropriate guidelines, IRDAI, constituted a Working Group vide order Ref: IRDAI/HLT/ORD/Misc/113/07/2018 dated 24th July, 2018 to review the extant practices and make appropriate recommendations to meet the above objective. Report of the Working Group was published in IRDAI website on 02/11/2018.

2. APPLICABILITY:

These Guidelines are applicable to all General and Health Insurers offering indemnity based health insurance (excluding PA and Domestic / Overseas Travel) policies offering hospitalisation, domiciliary hospitalisation and day care treatment.

3. LEGAL AND OTHER PROVISIONS:

3.1 These guidelines are issued under the provisions of Section 34 (1) of Insurance Act, 1938 and Section 14 (2) (e) of the IRDAI Act 1999.

3.2 In order to enhance the health insurance coverage that is granted at the time of issuing a policy it is considered important to rationalise the exclusions that were hitherto prevalent in the health insurance policy contracts issued by all Insurers. Certain exclusions are prohibited to be incorporated in the health insurance policy contracts. Standardization of wordings of certain exclusions that are incorporated in the Health Insurance Contracts is also considered important to ensure uniformity across the industry. In order to enable the individuals that are suffering with any existing diseases get the health insurance coverage excluding the coverage to such existing disease, it is considered essential to let the Insurers accept such risks, subject to underwriting policy of the respective insurers, by permanently excluding the coverage to such existing diseases or illnesses.

3.3 Accordingly, these Guidelines are issued specifying (i) the exclusions that are not allowed in the Health Insurance Policies, (ii) Standard Wordings of some of the exclusions (iii) Existing Diseases that may be permanently excluded (iv) Modern Treatment Methods that shall be covered (v) Other Norms on Exclusions.

3.4 Exclusions not allowed in Health Insurance Policies are prescribed in Chapter II of these Guidelines. No Insurer shall incorporate any exclusion specified under this chapter as part of any of the Health Insurance Products. No exclusion that may potentially circumvent these exclusions is allowed in Health Insurance Products.

3.5 Standard Wordings of some of the exclusions that are prevalent in Health Insurance Policies are prescribed in Chapter III of these Guidelines. While every Insurer may endeavour to minimise the number of exclusions to enhance availability of health insurance coverage, where insurers prefer to incorporate these exclusions, they shall incorporate the same wordings in-verbatim in the policy contracts as prescribed in this chapter.

3.6 Existing Diseases allowed to be permanently excluded are prescribed in Chapter IV of these Guidelines. Every insurer may endeavour to extend health insurance coverage to all the persons to be insured who disclosed pre-existing disease at the point of underwriting in accordance to Regulation (8) of IRDAI (Health Insurance) Regulations, 2016. Insurers while granting health insurance coverage to the persons with the existing diseases referred in Chapter IV may levy suitable health loading based on objective criteria as laid down in the board approved underwriting policy. Where underwriting policy of the Insurer does not enable the Insurer to offer the Health Insurance Coverage for the given existing disease disclosed even after levying the loading, Insurers are allowed to permanently exclude the Health Insurance coverage to the existing disease specified in the within referred Chapter. Other than the diseases listed in Table – 1 of Chapter – IV, any other pre-existing disease disclosed by the person to be insured shall be covered subject to the norms applicable for preexisting diseases.

3.7 In order to ensure that the policyholders of health insurance policies are not denied getting access to the technologically and medically advanced treatment procedures, Insurers shall not exclude the treatment procedures specified in Chapter V.

3.8 Other norms related to exclusions are prescribed in Chapter VI of these Guidelines.

4. Definitions: The words used herein and defined in the Insurance Act, 1938, Insurance Regulatory and Development Authority Act, 1999 and Regulations notified thereunder shall have the same meaning as assigned to them respectively.

5. EFFECTIVE DATE:

The provisions of these Guidelines shall be applicable in respect of all health insurance products (Other than Personal Accident, Domestic and Overseas Travel Policies) (both Individual and Group) referred in Clause (2) above filed on or after 01st October, 2019. All existing health insurance products that are not in compliance with these Guidelines shall not be offered and promoted from 01st October, 2020 onwards.

This has the approval of the competent authority.

(D V S Ramesh)
General Manager (Health)

CHAPTER II

Exclusions not allowed in Health Insurance Policies:

1. On examining the extant wordings in the health insurance policy contracts and the prevailing exclusions, it is directed that the following exclusions shall not be allowed in health insurance (Other than PA & Travel) policies. No Health Insurance Policy shall incorporate the following exclusions in the terms and conditions of the policy contract.
   a. Diseases contracted after taking the health insurance policy, except for the conditions excluded for which standard wordings are prescribed in Chapter III.
   b. Injury or illness associated with hazardous activities. (Explanation: However, only treatment necessitated due to participation in adventure or hazardous sports is permitted as exclusion.)
   c. Impairment of Persons' intellectual faculties by usage of drugs, stimulants or depressants as prescribed by a medical practitioner.
   d. Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health under any circumstances unless in a vegetative state as certified by the treating medical practitioner. (Explanation: Expenses up to the date of confirmation by the treating doctor that the patient is in vegetative state shall be covered as per the terms and conditions of the policy contract).
   e. Treatment of mental illness, stress or psychological disorders and neurodegenerative disorders.
   f. Puberty and Menopause related Disorders: Treatment for any symptoms, Illness, complications arising due to physiological conditions associated with Puberty, Menopause such as menopausal bleeding or flushing.
   g. Age Related Macular Degeneration (ARMD)
   h. Behavioural and Neuro developmental Disorders:
      i. Disorders of adult personality ;
      ii. Disorders of speech and language including stammering, dyslexia;
   i. Expenses related to any admission primarily for enteral feedings.
   j. Internal congenital diseases, genetic diseases or disorders.
   k. If specified aetiology for the medical condition is not known.
   l. Failure to seek or follow medical advice or failure to follow treatment.

CHAPTER III

Standard Wordings for some of the exclusions in Health Insurance Policies:

1. To make the wordings of exclusions uniform and specific across the Industry, the wordings of the following exclusions are standardized. Where these exclusions or exclusions similar to the ones specified hereunder are used, Insurers shall incorporate the same wordings in verbatim in the health insurance policy contracts.
2. Against each exclusion a code number is specified. Insurers are directed to put in place operational and system procedures to capture exclusion code specific claim repudiations for the purpose of deriving data/information relating to exclusion wise repudiation of health insurance claims.

A. ***Exclusion Name: Pre-Existing Diseases*** **- Code- Excl01**

a) Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of #### months of continuous coverage after the date of inception of the first policy with insurer.
b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
c) If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of prior coverage.
d) Coverage under the policy after the expiry of ##### months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer.

(Explanation: Subject to product design the number of months, not exceeding 48 months, shall be specified or a reference may be given to the policy schedule)

B. ***Exclusion Name: Specified disease/procedure waiting period-*** **Code- Excl02**

a) Expenses related to the treatment of the listed Conditions, surgeries/treatments shall be excluded until the expiry of <####> months of continuous coverage after the date of inception of the first policy with us. This exclusion shall not be applicable for claims arising due to an accident. (Explanation: Subject to product design the number of months, not exceeding 48 months, shall be specified)
b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
c) If any of the specified disease/procedure falls under the waiting period specified for pre-Existing diseases, then the longer of the two waiting periods shall apply.
d) The waiting period for listed conditions shall apply even if contracted after the policy or declared and accepted without a specific exclusion.
e) If the Insured Person is continuously covered without any break as defined under the applicable norms on portability stipulated by IRDAI, then waiting period for the same would be reduced to the extent of prior coverage.

f) List of specific diseases/procedures (Explanation: "List of specific diseases / Procedures in respect of which waiting period is imposed shall be specified here or reference to be furnished".)

C. ***30-day waiting period-*** **Code- Excl03**

a) Expenses related to the treatment of any illness within 30 days from the first policy commencement date shall be excluded except claims arising due to an accident, provided the same are covered.
b) This exclusion shall not, however, apply if the Insured Person has Continuous Coverage for more than twelve months.
c) The within referred waiting period is made applicable to the enhanced sum insured in the event of granting higher sum insured subsequently.

D. ***Investigation & Evaluation-*** **Code- Excl04**

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

E. ***Exclusion Name: Rest Cure, rehabilitation and respite care-*** **Code- Excl05**

a) 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.

(Note: However, Insurers may endeavour to develop add-on riders to offer respite care and home care, especially, the coverage that kicks in at age 65 onwards, provided the coverage under base policy is continued without break.)

F. ***Obesity/ Weight Control:*** **Code- Excl06**

Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions:

1) Surgery to be conducted is upon the advice of the Doctor
2) The surgery/Procedure conducted should be supported by clinical protocols
3) The member has to be 18 years of age or older and
4) Body Mass Index (BMI);
   a) greater than or equal to 40 or
   b) greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
      i. Obesity-related cardiomyopathy
      ii. Coronary heart disease

iii. Severe Sleep Apnea
iv. Uncontrolled Type2 Diabetes

G. ***Change-of-Gender treatments:*** **Code- Excl07**

Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex.

H. ***Cosmetic or plastic Surgery:*** **Code- Excl08**

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.

I. ***Hazardous or Adventure sports:*** **Code- Excl09**

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

J. ***Breach of law:*** **Code- Excl10**

Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

K. ***Excluded Providers:*** **Code- Excl11**

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website / notified to the policyholders are not admissible. However, in case of life threatening situations following an accident, expenses up to the stage of stabilization are payable but not the complete claim.
(Explanation: Details of excluded providers shall be provided with the policy document. Insurers to use various means of communication to notify the policyholders, such as e-mail, SMS about the updated list being uploaded in the website.)

L. Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. **Code- Excl12**

M. Treatments received in heath hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. **Code- Excl13**

N. 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 day care procedure. **Code- Excl14**

O. ***Refractive Error:*** **Code- Excl15**

Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptres.

P. ***Unproven Treatments***: **Code- Excl16**

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.

Q. ***Birth control, Sterility and Infertility:*** **Code- Excl17**

Expenses related to Birth Control, sterility and infertility. This includes:

(i) *Any type of contraception, sterilization*

(ii) *Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI*

(iii) *Gestational Surrogacy*

(iv) *Reversal of sterilization*

R. **Maternity: Code Excl18**

i. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;

ii. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

CHAPTER IV

Existing Diseases allowed to be permanently excluded:

1. Notwithstanding the provisions of Clause (1) of Chapter- II, Insurers are allowed to incorporate the following existing diseases disclosed by the person to be insured at the time of underwriting as permanent exclusions with due consent of the proposer or person to be insured, where underwriting policy of the Insurer does not enable the Insurer to offer the Health Insurance Coverage for the given existing disease disclosed even after levying the loading.The permanent exclusion would be specific for the following listed conditions. However, it is emphasized that these permanent exclusions shall be allowed only in cases where the policyholder may be denied coverage as per the underwriting policy of the Insurer for the existing diseases disclosed at the time of underwriting.

TABLE - 1

Sr. No.	Disease	ICD Code
1	Sarcoidosis	D86.0-D86.9
2	Malignant Neoplasms	C00-C14 Malignant neoplasms of lip, oral cavity and pharynx, • C15-C26 Malignant neoplasms of digestive organs, • C30-C39 Malignant neoplasms of respiratory and intrathoracic organs• C40-C41 Malignant neoplasms of bone and articular cartilage• C43-C44 Melanoma and other malignant neoplasms of skin • C45-C49 Malignant neoplasms of mesothelial and soft tissue • C50-C50 Malignant neoplasms of breast • C51-C58 Malignant neoplasms of female genital organs • C60-C63 Malignant neoplasms of male genital organs • C64-C68 Malignant neoplasms of urinary tract • C69-C72 Malignant neoplasms of eye, brain and other parts of central nervous system • C73-C75 Malignant neoplasms of thyroid and other endocrine glands • C76-C80 Malignant neoplasms of ill-defined, other secondary and unspecified sites • C7A-C7A Malignant neuroendocrine tumours • C7B-

		C7B Secondary neuroendocrine tumours • C81-C96 Malignant neoplasms of lymphoid, hematopoietic and related tissue• D00-D09 In situ neoplasms • D10-D36 Benign neoplasms, except benign neuroendocrine tumours • D37-D48 Neoplasms of uncertain behaviour, polycythaemia vera and myelodysplastic syndromes • D3A-D3A Benign neuroendocrine tumours • D49-D49 Neoplasms of unspecified behaviour
3	Epilepsy	G40 Epilepsy
4	Heart Ailment Congenital heart disease and valvular heart disease	I49 Other cardiac arrhythmias, (I20-I25)Ischemic heart diseases, I50 Heart failure, I42Cardiomyopathy; I05-I09 - Chronic rheumaticheart diseases. • Q20 Congenital malformations of cardiac chambers and connections • Q21 Congenital malformations of cardiac septa • Q22 Congenital malformations of pulmonary and tricuspid valves • Q23 Congenital malformations of aortic and mitral valves • Q24 Other congenital malformations of heart • Q25 Congenital malformations of great arteries • Q26 Congenital malformations of great veins • Q27 Other congenital malformations of peripheral vascular system• Q28 Other congenital malformations of circulatory system • I00-I02 Acute rheumatic fever • I05-I09 • Chronic rheumatic heart diseases Nonrheumatic mitral valve disorders mitral (valve): • disease (I05.9) • failure (I05.8) • stenosis (I05.0). When of unspecified cause but with mention of: • diseases of aortic valve (I08.0), • mitral stenosis or obstruction (I05.0) when specified as congenital (Q23.2, Q23.3) when specified as rheumatic (I05), I34.0Mitral (valve) insufficiency • Mitral (valve): incompetence / regurgitation - • NOS or of specified cause, except rheumatic, I 34.1to I34.9 - Valvular heart disease.
5	Cerebrovascular disease (Stroke)	I67 Other cerebrovascular diseases, (I60-I69) Cerebrovascular diseases

6	Inflammatory Bowel Diseases	K 50.0 to K 50.9 (including Crohn's and Ulcerative colitis) K50.0 - Crohn's disease of small intestine; K50.1 -Crohn's disease of large intestine; K50.8 - Other Crohn's disease; K50.9 - Crohn's disease, unspecified. K51.0 - Ulcerative (chronic) enterocolitis; K51.8 -Other ulcerative colitis; K51.9 - Ulcerative colitis, unspecified.
7	Chronic Liver diseases	K70.0 To K74.6 Fibrosis and cirrhosis of liver; K71.7 - Toxic liver disease with fibrosis and cirrhosis of liver; K70.3 - Alcoholic cirrhosis of liver; I98.2 - K70.-Alcoholic liver disease; Oesophageal varices in diseases classified elsewhere. K 70 to K 74.6 (Fibrosis, cirrhosis, alcoholic liver disease, CLD)
8	Pancreatic diseases	K85-Acute pancreatitis; (Q 45.0 to Q 45.1) Congenital conditions of pancreas, K 86.1 to K 86.8 - Chronic pancreatitis
9	Chronic Kidney disease	N17-N19) Renal failure; I12.0 - Hypertensive renal disease with renal failure; I12.9 Hypertensive renal disease without renal failure; I13.1 - Hypertensive heart and renal disease with renal failure; I13.2 - Hypertensive heart and renal disease with both (congestive) heart failure and renal failure; N99.0 - Post procedural renal failure; O08.4 - Renal failure following abortion and ectopic and molar pregnancy; O90.4 - Postpartum acute renal failure; P96.0 - Congenital renal failure. Congenital malformations of the urinary system (Q 60 to Q64), diabetic nephropathy E14.2, N.083
10	Hepatitis B	B16.0 - Acute hepatitis B with delta-agent (coinfection) with hepatic coma; B16.1 – Acute hepatitis B with delta-agent (coinfection) without hepatic coma; B16.2 - Acute hepatitis B without delta-agent with hepatic coma; B16.9 –Acute hepatitis B without delta-agent and without hepatic coma; B17.0 –Acute delta-(super)infection of hepatitis B carrier; B18.0 -Chronic viral hepatitis B with delta-agent; B18.1 -Chronic viral hepatitis B without delta-agent;

11	Alzheimer's Disease, Parkinson's Disease -	G30.9 - Alzheimer's disease, unspecified; F00.9 - G30.9Dementia in Alzheimer's disease, unspecified, G20 - Parkinson's disease.
12	Demyelinating disease	G.35 to G 37
13	HIV & AIDS	B20.0 - HIV disease resulting in mycobacterial infection; B20.1 - HIV disease resulting in other bacterial infections; B20.2 - HIV disease resulting in cytomegaloviral disease; B20.3 - HIV disease resulting in other viral infections; B20.4 - HIV disease resulting in candidiasis; B20.5 - HIV disease resulting in other mycoses; B20.6 - HIV disease resulting in Pneumocystis carinii pneumonia; B20.7 - HIV disease resulting in multiple infections; B20.8 - HIV disease resulting in other infectious and parasitic diseases; B20.9 - HIV disease resulting in unspecified infectious or parasitic disease; B23.0 - Acute HIV infection syndrome; B24 - Unspecified human immunodeficiency virus [HIV] disease
14	Loss of Hearing	H90.0 - Conductive hearing loss, bilateral; H90.1 - Conductive hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.2 - Conductive hearing loss, unspecified; H90.3 - Sensorineural hearing loss, bilateral; H90.4 - Sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.6 - Mixed conductive and sensorineural hearing loss, bilateral; H90.7 - Mixed conductive and sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.8 - Mixed conductive and sensorineural hearing loss, unspecified; H91.0 - Ototoxic hearing loss; H91.9 - Hearing loss, unspecified
15.	Papulosquamous disorder of the skin	L40 - L45 Papulosquamous disorder of the skin including psoriasis lichen planus
16.	Avascular necrosis (osteonecrosis)	M 87 to M 87.9

2. With reference to Sl No. 13 of the above table, it is clarified that Insurers shall comply with the provisions of Section 3 (j) of the Human Immunodeficiency Virus and Acquired Immune Deficiency Syndrome (Prevention and Control) Act 2017 which specifies that no *person shall discriminate against the protected person on any ground including the denial of, or unfair treatment in the provision of insurance unless supported by actuarial studies.* While complying with the provisions of the HIV and AIDS (Prevention and Control) Act 2017, Insurers shall be bound by these provisions, where the Actuarial studies support the denial of the health insurance coverage, the above approach of allowing to incorporate HIV / AIDS (refer Sl No. 13) as the permanent exclusion at the time of underwriting, may be considered by the Insurers in order to enable these sections of policyholders to get the health insurance coverage for conditions other than the conditions referred in Sl No. 13 above.
3. Exclusion of coverage in respect of the existing diseases referred in Table – 1 of this chapter shall be limited to the ICD Codes of the respective diseases. No claim which does not relate to the ICD codes referred herein shall be denied by attributing to the diseases referred herein. The policyholders shall be entitled to costs of treatment in respect of any other treatments, other than, the treatment directly attributable to ICD Codes referred in Table – I above subject to terms and conditions of the policy contract.

CHAPTER V

Modern Treatment Methods and Advancement in Technologies:

1. To ensure that the policyholders are not denied availability of health insurance coverage to Modern Treatment Methods Insurers shall ensure that the following treatment procedures shall not be excluded in the health insurance policy contracts. These Procedures shall be covered (wherever medically indicated) either as in-patient or as part of domiciliary hospitalization or as day care treatment in a hospital.

   A. **Uterine Artery Embolization and HIFU**

   B. **Balloon Sinuplasty**

   C. **Deep Brain stimulation**

   D. **Oral chemotherapy**

   E. **Immunotherapy- Monoclonal Antibody to be given as injection**

   F. **Intra vitreal injections**

   G. **Robotic surgeries**

   H. **Stereotactic radio surgeries**

   I. **Bronchical Thermoplasty**

   J. **Vaporisation of the prostrate (Green laser treatment or holmium laser treatment)**

   K. **IONM - (Intra Operative Neuro Monitoring)**

   L. **Stem cell therapy:** Hematopoietic stem cells for bone marrow transplant for haematological conditions to be covered.

2. Subject to product design sub-limits may be imposed for any of the above treatments.

3. Insurers may endeavour to cover any other modern treatment methods

CHAPTER VI

Other guidelines related to exclusions:

1. Notwithstanding the provisions of Clause (1) of Chapter – II, Insurers are allowed to incorporate waiting periods for any specific disease condition(s) however to a maximum of 4 years. Subject to product design Insurers are also allowed to impose sub limits or annual policy limits for specific diseases / conditions; be it in terms of amount, percentage of sums insured or number of days of hospitalisation/ treatment in the policy. However, Insurers shall adopt an objective criterion while incorporating any of these limitations and shall be based on sound actuarial principles.

2. Insurers are advised to consider the following options to handle the cases of Non-declaration/Misrepresentation of material facts that are surfaced during the course of the policy contract. The options specified hereunder for the purpose of continuing the health insurance coverage to the policyholders and the underlying claim, if any, shall be subject to terms and conditions of the applicable policy contract.

   a) If the non-disclosed condition or disease is from the list of the Permanent exclusions specified in Chapter IV above the insurer can take consent from the policyholder or insured person and permanently exclude the existing disease and continue with the policy.

   b) If the non-disclosed condition is other than from the list of permanent exclusions, then the insurer can incorporate additional waiting period of not exceeding 4 years for the said undisclosed disease or condition from the date the non-disclosed condition was detected and continue with the policy subject to obtaining the prior consent of the policyholder or the insured person. The within referred additional waiting period that may be imposed for the undisclosed conditions is allowed notwithstanding the moratorium period referred in Clause no. 3 hereunder. However, the additional waiting period referred herein, shall be imposed, only in those cases where had the medical condition / disease been disclosed by the policyholder or the Insured person at the point of underwriting, the insurer would have imposed the waiting period not exceeding forty-eight months at the time of underwriting.

   c) Where the non-disclosed condition allows the Insurer to continue the coverage by levying extra premium or loading based on the objective criteria laid down in the Board approved underwriting policy, the Insurer may levy the same prospectively from the date of noticing the non-disclosed condition. However, in respect of policy contracts for a duration exceeding one year, if the undisclosed condition is surfaced before expiry of the policy term, the Insurer

may charge the extra premium or loading referred herein retrospectively from the first year of issuance of policy or renewal, whichever is later.

d) The above three options will not prejudice the rights of the insurer to invoke the cancellation clause of 'Disclosure to Information norm' under the policy for non-disclosure /misrepresentation subject to its underwriting policy.

3. After completion of eight continuous years under the policy no look back to be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of 8 continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance policy shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy. The moratorium period is applicable for health insurance policies issued by General and Health Insurers.
4. The wordings of the exclusions or waiting periods shall be specific and unambiguous. No open-ended exclusions like "Indirectly related to", "such as", "etc." are allowed while incorporating the exclusions and in the waiting periods.
5. Waiting period for life style conditions namely, Hypertension, Diabetes, Cardiac conditions is not allowed for more than 90 days except if these diseases are pre-existing and disclosed at the time of underwriting.
6. Insurers should not deny coverage for claims of Oral Chemo therapy, where Chemo therapy is allowed and Peritoneal Dialysis, where dialysis is allowed subject to product design.
7. Pre/Post hospitalization cover under Domiciliary Treatment benefit shall not be excluded where pre/post hospitalization cover is offered in case of in-patient hospitalization under the product and the underlying product covers domiciliary hospitalization. (Explanation: On a review of the definition given to domiciliary treatment, it is evident that this treatment is taken only under certain unavoidable circumstances that may be beyond the control of the policyholder. Hence, in fitness of things it is important that the policyholder can have pre / post hospitalization expenses as are otherwise made available in case of in-patient hospitalization.)