HOSPITAL CASH

PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, Sum Insured/ appropriate benefit will be paid by the Company.

PART I OF POLICY -SCHEDULE

Policy No **Issued at** **Stamp Duty**

1. Name of the Insured

Mailing address of the Insured

2. Period of Insurance (DDMMYYYY)

From: ☐☐☐☐☐☐☐☐ To: Midnight ☐☐☐☐☐☐☐☐

Time: ☐☐☐☐

3. Details of Insured

Name	Relationship with Policy Holder	Date of Birth (MM	Gender	Nominee	Relation of Nominee with	Pre-existing Illness	Premium (Rs.)

4. **TABLE OF BENEFITS -**

4.1 Hospital Cash Plan-1

(Sum Insured in Rs.)

S. No.	Benefits	
I	Hospital Confinement Benefit (Daily sum insured)	
II	Convalescence Benefit	

4.2 Hospital Cash Plan-2

(Sum Insured In Rs.)

S.NO.	Benefits	
I	Hospital Confinement Benefit (Daily sum insured)	
II	Accidental Hospital Confinement Benefit	
III	Convalescence Benefit	

4.3 Hospital Cash Plan-3

(Sum Insured In Rs.)

S. No	Benefits	
I	Hospital Confinement Benefit (Daily sum insured)	
II	Intensive Care Benefit	
III	Convalescence Benefit	

5. **Total number of Insured persons** ☐☐

6. **Total Premium (Rs.)** ☐☐☐☐☐☐☐☐

Net Premium (Rs.) ☐☐☐☐☐☐☐☐

Add: Service Tax @ 8% (Rs.) ☐☐☐☐☐☐☐☐

Total Amount (Rs.) ☐☐☐☐☐☐☐☐

Special Conditions

Any Physical, Medical or mental condition or treatment or service specifically excluded.
Pre-existing conditions specifically covered under the Policy

7. Territorial Scope:

8. **Third party Administrator (TPA) Details (if any) :**

Name
Contact Number

Signed for and on behalf of **ICICI Lombard General Insurance Company Limited**, at _____ on this date ☐☐☐☐☐☐☐☐

Authorized Signatory

COMPANY CONTACT DETAILS:

a) Toll-free number: 1800-209-8888

b) Postal Address:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House,

414, Veer Savarkar Marg,

Near Siddhi Viniyak Temple,

c) Prabhadevi, Mumbai 400025**E-mail:** insuranceonline@icicilombard.com

Premium Certificate- For the purpose of deduction under section 80D of Income Tax (Amendment) Act, 1961*(Applicable only for premium paid towards Health Sections under the Policy)

To

<The Proposer>

This is to certify that the Company has received Rs _____(Rupees _____Only) towards premium for Health sections under the Policy for the period from ____hrs _____to Midnight of _____ for Policy No: _____

Basic Premium	Service tax & Cess	Total Premium

Collection No:

Collection date: For **ICICI Lombard Insurance Company Limited**

Place of Issue:

Date of Issue: _____

For ICICI Lombard General Insurance Company Ltd

Authorised signatory

*** Note**

- This is subject to the provisions of section 80D of Income Tax Act, 1961 and amendments made thereof.
- Details of the Policy are as per the Part II and III of this Policy.
- This certificate must be surrendered to Us in case of cancellation of the Policy. In the event of incorrect representation of this declaration the liability shall be upon the Policyholder.
- In case You find any variations against Your proposal or any discrepancy in the Policy, please contact Us immediately on the numbers available on our website www.icicilombard.com.

PART II OF THE SCHEDULE

1. Definitions

For the purpose of this Policy, the terms specified below shall have the meaning set forth:

"Accident" means a sudden, unforeseen and involuntary event caused by external and visible means.

"Alternative treatments" are forms of treatments other than treatment "Allopathy" or "modem medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

Break in Policy - occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

"**Condition Precedent**" shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

"Confinement/ Confined" means admission to a Hospital for a minimum period of 24 hours as a registered in-patient, on the written advice of a Medical Practitioner.

"**Co-Payment**" is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified

Cashless Facility- means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

"Company" means ICICI Lombard General Insurance Company limited

"Congenital Anomaly" Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

Internal Congenital Anomaly

which is not in the visible and accessible parts of the body is called Internal Congenital Anomaly

External Congenital Anomaly

which is in the visible and accessible parts of the body is called External Congenital Anomaly.

"Commencement Date" shall mean the commencement date of the Policy as mentioned in Part I of the Schedule to the Policy or as otherwise notified by the Company in writing.

"**Day Care Centre"** means any institution established for day care treatment of sickness and / or injuries or a medical set -up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:-
-has qualified nursing staff under its employment
-has qualified medical practitioner (s) in charge
-has a fully equipped operation theatre of its own where surgical procedures are carried out-maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

"Day Care Treatment" refers to medical treatment, and/or surgical procedure which is:
i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
ii. which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

"**Deductible**" is a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

"Dental Treatment" is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

"**Domiciliary Hospitalization**" means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or

- the patient takes treatment at home on account of non availability of room in a hospital.

"**Emergency Care**" means management for a severe 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.

"Grace Period" means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity

benefits such as waiting periods and coverage of pre existing diseases. Coverage is not available for the period for which no premium is received..

"Hospital" means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- has qualified nursing staff under its employment round the clock;
- has qualified medical practitioner (s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out
- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

"**Hospitalization**" means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.

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

"Illness" - means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment

Acute condition - Acute condition is a medical condition that can be cured by Treatment

Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—

-it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests

-it needs ongoing or long-term control or relief of symptoms

- it requires your rehabilitation or for you to be specially trained to cope with it

-it continues indefinitely

-it comes back or is likely to come back.

"**Inpatient Care**" means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

"Insured" means the Individual(s) whose name(s) are specifically appearing as such in Part I of the Schedule to the Policy.

"**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.

"**Maternity expense** / treatment" shall include the following Medical treatment Expenses:

i. Medical Expenses for a delivery (including complicated deliveries and caesarean sections) incurred during Hospitalization;

ii. The lawful medical termination of pregnancy during the Policy Period limited to 2 deliveries or terminations or either during the lifetime of the Insured Person;

iii. Pre-natal and post-natal Medical Expenses for delivery or termination.

"**Medical Advise**" any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

"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.

"Medical Practitioner" is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

"**Medically Necessary**" treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

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

- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;

- must have been prescribed by a medical practitioner,

- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

"**Network Provider**" means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

"**Non-Network**" any hospital, day care centre or other provider that is not part of the network.

"'Nominee" means the person(s) nominated by the Insured to receive the insurance benefits under the Policy payable on the death of the Insured caused by an Accident. For the purpose of avoidance of doubt it is clarified that if the Insured is a minor, his guardian may appoint the Nominee

"Notification of Claim" is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

"OPD treatment" is one 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.

"Period of Insurance" means the period of time stated in the Schedule for which the Policy is valid.

"Pre-Existing Disease" Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

"Portability" means the right accorded to an individual health insurance policyholder (including family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer or from one plan to another plan of the same insurer, provided the previous policy has been maintained without any break.

"Qualified Nurse" is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

"**Reasonable Charges**" means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved .

"Renewal" defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

"Sum Insured" means the maximum specified coverage, as mentioned in Part I of the Schedule to this Policy, that each Insured is entitled to in respect of each benefit under this Policy.

"Senior Citizen"- means any person who has completed sixty or more years of age as on the date of commencement or renewal of a health insurance policy.

"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 or prolongation of life, performed in a hospital or day care centre by a medical practitioner

"Terrorism" means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization (s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

"**Unproven/Experimental treatment**" is treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.

2. Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, that during the Period of Insurance as stated in Part I of the Schedule, the Company will pay to the Insured, the amount of compensation in event the Insured suffers Hospital Confinement for more than 24 hours as per the categories of benefits mentioned hereunder.

A. Categories of Benefits – Hospital Cash Plan 1

I. **Hospital Confinement Benefit:** For each 24 hour period of a Hospital Confinement the benefit payable shall be the daily Sum Insured and shall be payable for a maximum period of 180 days.

II. **Convalescence Benefit:** If Hospital Confinement continues for a period of more than 21 consecutive days, the benefit payable will be as specified in Part I of the Schedule against this benefit. This benefit is paid once in a year for each insured event.

B. Categories of Benefits – Hospital Cash Plan 2

I. **Hospital Confinement Benefit:** For each 24 hour period of a Hospital Confinement the benefit payable shall be the daily Sum Insured and shall be payable for a maximum period of 180 days.

II. **Accident Hospital Confinement Benefit:** The benefit payable will be two times the sum payable under Hospital Confinement benefit under section (I) above for each 24 hour period of Hospital Confinement resulting on account of Bodily injury sustained by the Insured due to road, rail or air Accident.

III. **Convalescence Benefit:** If Hospital Confinement continues for a period of more than 21 consecutive days, the benefit payable will be as specified in Part I of the Schedule against this benefit. This benefit is paid once in a year for each insured event.

For purpose of avoidance of doubt, it is clarified that, if the claim becomes admissible under category II, benefit under category I would not be payable.

C. Categories of Benefits – Hospital Cash Plan 3

I. **Hospital Confinement Benefit:** For each 24 hour period of a Hospital Confinement the benefit payable shall be the daily Sum Insured and shall be payable for a maximum period of 180 days.

II. **Intensive Care Benefit:** The benefit payable will be three times the sum payable under Hospital Confinement benefit under section (I) above for each 24 hour period of Hospital Confinement where an Insured person is being Confined to an intensive care unit of a Hospital.

III. **Convalescence Benefit:** If Hospital Confinement continues for a period of more than 21 consecutive days, the benefit payable will be as specified in Part I of the Schedule against this benefit. This benefit is paid once in a year for each insured event.

For purpose of avoidance of doubt, it is clarified that, if the claim becomes admissible under category II, benefit under category I would not be payable.

The Policy covers persons between the age group of 91 days to 75 years.

Special conditions applicable to the Policy:

Reduced Benefit: Benefits payable are reduced by half for first 10 days of hospitalization for

a Insured persons who are above 60 years of age as on the date of the Proposal.

b Insured persons who are below 18 years of age as on the date of the Proposal.

3. Exclusions

The Company shall not be liable to make any payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Pre-existing Illness / conditions: The claims arising on account of or in connection with any Pre-existing Illness shall be excluded or restricted from scope of cover under this policy, until 48 months of continuous coverage has elapsed, since the inception of the first policy of the Insured with the Company.
2. Any Physical, Medical or mental condition or treatment or service which is specifically excluded in the Policy in Part I of the Schedule under Special Conditions.
3. Treatment undertaken within 30 days of commencement of first Policy except those that are incurred as a result of Bodily injury caused by an Accident. This exclusion doesn't apply for subsequent renewals with the Company without a break.
4. Treatment of following diseases within the first one years from the commencement of the Policy, will not be payable:
    - Cataract
    - Benign Prostatic Hypertrophy
    - Myomectomy, Hysterectomy unless because of malignancy
    - Hernia, Hydrocele
    - Fistula in anus, Piles
    - Arthritis, gout, rheumatism
    - Joint replacements unless due to accident
    - Sinusitis and related disorders
    - Stones in the urinary and biliary systems
    - Dilatation and curettage
    - Skin and all internal tumors/ cysts/nodules/ polyps of any kind including breast lumps unless malignant/ adenoids and hemorrhoids
    - Dialysis required for chronic renal failure

- Surgery on tonsils and sinuses
- Gastric and Duodenal ulcers

5. Circumcision unless necessary for treatment of a diseases or necessitated due to an Accident.
6. Treatment arising from or traceable to pregnancy (except ectopic pregnancy), childbirth including caesarean section.
7. Birth control procedures and hormone replacement therapy. This will not apply to ectopic pregnancy proved by diagnostic means and is certified to be life threatening by the Medical Practitioner.
8. Routine medical, eye and ear examinations, , laser surgery, , vaccinations, issue of medical certificates and examinations as to suitability for employment or travel.
9. All dental treatment or surgery of any kind unless requiring Hospital Confinement .
10. Treatment of obesity, general debility, convalescence, run-down condition or rest cure, congenital external/internal disease or defects of anomalies, sterility, venereal disease, intentional self – injury.
11. Any treatment relating to change of sex. Vaccination and inoculation of any kind, unless it is post animal bite.
12. Any sexually transmitted diseases.
13. Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV.
14. Treatment by a family member and self-medication or any treatment that is not scientifically recognized.
15. Any criminal act.

16. War, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion,
17. Alcohol or drug abuse
18. Illness or Injury whilst performing duties as a serving member of a military or a police force.
19. Prostheses, corrective devices and medical appliances which are not required intra-operatively or for the Illness for which the Insured was Confined.
20. Treatment of mental Illness, stress, psychiatric or psychological disorders, aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to Accident or as a part of any Illness.
21. Any losses directly or indirectly due to contamination due to an act of terrorism, regardless of any contributory causes (if the Company alleges that by reason of these exclusion any loss is not covered by this insurance, the burden of proving the contrary shall be upon the insured.
22. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
23. Experimental and unproven treatment, diagnostic tests and treatment not consistent with or incidental to the diagnosis and treatment or any Illness and Bodily injury for which Confinement is required.
24. Donor screening or treatment.
25. Any ayurvedic, homeopathic, naturopathy treatment, non- allopathic treatment or any other form of local medication.
26. Any treatment received outside India.
27. Treatment taken from persons not registered as Medical Practitioners under respective medical councils.
28. Domiciliary treatment
29. Any Industrial disaster
30. Any person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using

hard helmet and breathing apparatus, polo, snow and ice sports and those engaged in other professional sports.

31. Any Person whilst flying or taking part in aerial activities (including airline crew or cabin crew) except as a fare-paying passenger in a regular scheduled airline or air Charter Company.
['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.]

32. Illness or Injury whilst performing services as crane / lift operators and truck drivers.
33. Any Bodily injury or Illness contracted while performing as a professional diver.

4. **Claim Documents**

The Insured shall be required to furnish the following for or in support of a claim, within 30 days from the date of completion of treatment:

1. Photo copy of bills, receipt and discharge certificate / card from the Hospital.
2. Photocopy of First Information Report (F.I.R.) copy in case of an Accident.

The procedure for lodging the claim shall be as under:

a) Preliminary notice of claim with particulars relating to policy numbers, name of the Insured person in respect of whom claim is made, nature of Illness/Bodily injury and name, address and phone number of the attending Medical Practitioner/ Hospital/Nursing home should be given to the Company within 48 hours from the time of Confinement.
b) Insured person or the Insured's legal representative/Nominee has to call the 24-hour helpline to inform and take an eligibility number to confirm the communication. The eligibility number has to be quoted in the claim form.
c) Failure to furnish information within 48 hours shall not invalidate nor reduce the claim if it was not reasonably possible to give information within such time.
d) Any other document as required by the Company or Company's TPA to investigate the Claim or Our obligation to make payment for it.

5. Settlement/Rejection of Claim –The settlement of claims would be done by Us within 30 days of the receipt of the last necessary documents, any rejections if done, would be provided with proper reasons by Us. The role of the TPA (if any) would be limited to facilitate the flow of information between the Company and Insured.

Penal interest provision shall be as per Regulation 9(6) of (Protection of Policyholders' Interests) Regulations, 2002.

6. Terms of Renewal

The Policy can be renewed under the then prevailing Hospital Cash Plan 1 or its nearest substitute product Hospital Cash Plan 1 is withdrawn by the Company) approved by IRDA.
A health insurance policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured

Renewal Premium - Premium payable on renewal and on subsequent continuation of cover are subject to change with prior approval from IRDA.
Maximum Renewal Age – There will be life-long renewal without any age restriction for the cover.

7. Limitation period

Subject to other terms and conditions of the Policy, the Company shall not be liable to compensate the Insured, for any treatment after the expiry of 30 days from the date of discharge from the Hospital, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. Policy Related Terms and Conditions

I. Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately by the Insured or Insured's legal representative, as the case may be. In case of death, written notice must be given before internment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown.
II. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured Person(s) on the occasion of any alleged Bodily injury or Illness when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished.
III. The Insured shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured persons.

The Insured shall, on tendering any premium for the renewal of this Policy, give notice in writing to the Company of any Illness contracted by any of the Insured person(s) since the payment of the immediately preceding premium.

PART III OF THE SCHEDULE

Standard Terms and Conditions

1. Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against accidental loss or damage that may give rise to the claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Policy Holder/ Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk in relation to the declarations made in the proposal form the Company may, adjust the scope of cover and / or premium, if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall exercise all necessary co-operation in obtaining the medical records from the Hospital, and furnish them, as may require in relation to the claim within such reasonable time limit as specified in the Policy

6. No constructive Notice

Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

9. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

a) Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
b) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties for ascertaining the admissibility of the claim under the Policy.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the

other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

10. Fraudulent claims

If any claim 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 or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

11. Cancellation/termination

(a) Disclosure to information norm

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

(b) You may cancel this Policy by giving Us 15 days written notice and in such case We shall refund premium on short term basis for the unexpired Policy Period as per the rates detailed below, provided no claim has been payable on Your behalf under the Policy:

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Up to 1 month	75% of annual rate
Up to 3 months	50% of annual rate
Up to 6 months	25% of annual rate
Exceeding six months	Nil

12. Cause of Action/ Currency for payments

No Claims shall be payable under this Policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this Policy. All claims shall be payable in India in Indian Rupees only.

13. Contribution

If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would but for the existence of this Policy) and the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co-pay, in the same Claim (in whole or in part), then the Company shall not be liable to pay or contribute more than the Company rateable proportion of any Claim.
However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable

14. Free Look Up period

You would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review its terms and conditions. Where the Policy Holder disagrees to any of the terms or conditions of the Policy, he has the option to return the Policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by Us on medical examination of the Insured Person(s) and the stamp

duty charges. In case the request for cancellation comes 30 days after the Policy Period start date, pro-rata refund of premium would be paid to You

15. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

16. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this 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 to the dispute/difference, or 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. 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 hereinbefore provided, if the Company 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 the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

17. Renewal notice

a) We shall ordinarily renew the policy except on grounds of moral hazard, misrepresentation or fraud or non cooperation by the Insured. We shall not be bound to give notice that the renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to You that may result to enhance Our risk under the guarantee hereby given. Any change in the risk will be intimated by You to Us. Nothing herein or otherwise shall affect Our right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.
b) The Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to Us on or before the date of expiry of the Policy and in no case later than Grace Period of 30 days from the expiry of the Policy

18. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to
In case of the Insured, at his last known address.
In case of the Company:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House,

414, Veer Savarkar Marg,

Near Siddhi Viniyak Temple,

Prabhadevi, Mumbai 400025

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

19. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

20. Grievances

In case the Insured is aggrieved in any way, the Insured should do the following:

1. Call the Company at toll free number: 1800 209 8888 or email us at insuranceonline@icicilombard.com

2. If he is not satisfied with the resolution then he may successively write to the manager-service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

ICICI Lombard General Insurance Company Limited

ICICI Lombard House

414, Veer Savarkar Marg,

Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai 400025

If the issue still remains unresolved, he may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of his grievance.

The details of Insurance Ombudsman are available below:

Ombudsman Offices	
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, LaneOpp.SaleemFunctionPalace A.C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2nd Flr., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj,LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh,	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017

J & K, Chandigarh	
Orissa	62, Forest Park, BHUBANESWAR - 751 009

The updated details are also available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: www.generalinsurancecouncil.org.in, website of the company www.icicilombard.com or from any of the offices of the Company