



दि ओरिएण्टल इंश्योरेंस कम्पनी लिमिटेड

THE ORIENTAL INSURANCE COMPANY LIMITED

पंजीकृत कार्यालय :- ओरिएण्टल हाऊस, पो.बॉ. नं- 7037, ए-25/27 आसफ अली रोड, नई दिल्ली

Regd. Office: Oriental House, P.B. No. 7037] A-25/27, Asaf Ali Road, New Delhi

## POLICY

**MICRO SWASTHYA BIMA POLICY (INDIVIDUAL)**  
**UIN: OICHLIP21530V022021**

Issuing Office

Whereas, the insured, designated in the schedule hereto has by a proposal and declaration which shall be the basis of this contract and is deemed to be incorporated herein has applied to Oriental Insurance Company Ltd (herein after called the Company) for the insurance hereinafter set forth in respect of Employees/ Members (including their eligible family members) named in the schedule hereto (hereinafter called the Insured person) and has paid premium as consideration for such insurance.

### COVERAGE

#### SECTION 1

##### Hospitalisation

Subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertakes that if during the period stated in the Schedule any Insured Person shall contract any disease or suffer from any illness (herein after called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any such insured person upon the advice of a duly qualified Physician/Medical Specialist/Medical Practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur Hospitalisation Expenses for Medical/Surgical treatment at any Govt. Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient the Company will pay directly or through TPA to the Hospital / or Insured person the amount of such expenses subject to limits as are reasonably and necessarily incurred in respect thereof by or on behalf of such Insured Person but not exceeding the Sum Insured for that person (all claims in aggregate) in one period of Insurance stated in the schedule hereto.

In the event of any claim becoming admissible under this scheme, the company will pay directly or through TPA to the Hospital or insured person the amount of such expenses as would fall under different heads subject to limits mentioned below and as are reasonably and necessarily incurred thereof by or on behalf of such insured person.

Hospitalization Benefits includes the following:

ICU/Room, Boarding expenses as provided by the Hospital/Nursing Home, Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees, Nursing Expenses, Anesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, drugs, Diagnostic Material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, artificial limbs.

##### AYUSH Treatment

The Company shall indemnify medical expenses incurred for inpatient care treatment under Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homeopathy systems of medicines during each Policy Year up to the limit of sum insured as specified in the policy schedule in any AYUSH Hospital

**Transportation:** Cost of transportation of Insured to hospital upto Rs.250/- during policy period

**Meals:** Cost of meals for the patient not exceeding Rs.50/- per day of hospitalization and not exceeding Rs.500/- during policy period.

N.B. Company's liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured of Rs.10,000/- or 20,000/- per person as mentioned in the Schedule.

### **Modern Treatment Methods and Advancement in Technologies:**

The following treatment procedures are 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. BronchicalThermoplasty**
- J. Vaporisation of the prostate (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.

**Telemedicine-** Expenses incurred by insured on telemedicine/Tele-consultation with a registered medical practitioner for Diagnosis & treatment of a disease/illness covered under the Policy. Such reasonable incurred expenses will be reimbursable wherever consultation with a Registered medical practitioner is allowed in the terms and conditions of policy contract and shall be subject to Limits/Sub limits prescribed in Policy Schedule. Telemedicine offered shall be in compliance with the Telemedicine Practice Guidelines dated 25th of March 2020 by MCI and as amended from time to time." The limit of amount payable for telemedicine is Maximum Rs. 2,000/- per insured &/or per family, for a policy period.

**HIV/ AIDS Cover** The Company shall indemnify the Hospital or the Insured the Medical Expenses (including Pre and Post Hospitalization Expenses) related to following stages of HIV infection: a. Acute HIV infection – acute flu-like symptoms b. Clinical latency – usually asymptomatic or mild symptoms c. AIDS – full-blown disease; CD4 < 200

**MENTAL ILLNESS COVER** The Company shall indemnify the Hospital or the Insured the Medical Expenses (including Pre and Post Hospitalization Expenses) only under certain conditions as:- 1. Illness covered under definition of mental illness\*. 2. Hospitalization in Mental Health Establishment as defined under definitions clause\*. 3. Hospitalization as advised by Mental Health Professional as defined under definitions clause\*. 4. Mental Conditions associated with the abuse of alcohol and drugs are excluded. 5. Mental Retardation and associated complications arising therein are excluded. 6. Any kind of Psychological counseling, cognitive/ family/ group/ behavior/ palliative therapy or other kinds of psychotherapy for which Hospitalization is not necessary shall not be covered. \* For starred items, refer definitions clause.

### **DEFINITIONS:**

**ACCIDENT:** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**AMBULANCE SERVICES:** means ambulance service charges reasonably and necessarily incurred in shifting the insured person from residence to hospital for admission in emergency ward / ICU or from one Hospital / Nursing Home to another Hospital / Nursing Home, by registered ambulance only. The ambulance service charges are payable only if the hospitalization expenses are admissible under the policy.

**AYUSH:** AYUSH treatment refers to the Medical and/or hospitalization treatments given under Ayurveda, Yoga and Naturopathy, Unani, Siddha, and Homeopathy systems.

**ANY ONE ILLNESS:** means continuous period of Illness and it includes relapse within 45 days from the date of last consultation with the Hospital /Nursing Home where treatment was taken.

**CASHLESS FACILITY:** means a facility extended by the insurer to the insured where the payments of the costs of the 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 of pre- authorization approved.

**CONGENITAL ANOMALY:** refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

**a. Internal Congenital Anomaly:** which is not in the visible and accessible parts of the body

**b. External Congenital Anomaly:** which is in the visible and accessible parts of the body

**CONDITION PRECEDENT:** means a policy term or condition upon which the Insurer's liability under the policy is conditional.

**CO-PAYMENT:** is a cost-sharing requirement under a health insurance policy that provides that the policy holder/insured will bear a specified percentage of the admissible claim amount. A Co-payment does not reduce the Sum Insured.

**DAILY HOSPITAL CASH ALLOWANCE:** When an insured person is hospitalized and a claim is admitted under the policy, then the insured person shall be paid a daily cash allowance as specified in section 1.2 A (f). However, a deductible of 2 days per hospitalization shall apply, i.e Daily cash allowance will become payable from the third day onwards of continuous hospitalization.

**DAY CARE CENTRE:** means any institution established for day care treatment of illness 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:-

i. has qualified nursing staff under its employment,

ii. has qualified medical practitioner (s) in charge,

iii. has a fully equipped operation theatre of its own, where surgical procedures are carried out

iv. 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.

Procedures / treatments usually done in out patient department are not payable under the policy even if converted to Day Care surgery / procedure or taken as an in patient in a hospital for more than 24 hours.

**DEDUCTIBLE:** is a cost-sharing requirement under this policy that provides that the Company will not be liable for a specified period, which will apply before any Benefits are payable by the Company. A deductible does not reduce the Daily Cash Benefit Period. Deductible is applicable per event.

**DOMICILIARY HOSPITALISATION:** 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:

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

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

**DENTAL TREATMENT:** Dental treatment means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and Surgery

**FAMILY:** consists of the proposer and any one or more of the family members as mentioned below:

i. legally wedded spouse.

ii. dependent Children (i.e. natural or legally adopted) between the age 3 months to 18 years. However male child can be covered upto the age of 25 years if he is a bonafide regular student and financially dependent on the proposer. Female child can be covered until she gets married. Divorced and widowed daughters, are also eligible for coverage under the policy, irrespective of age. If the child above 18 years is financially independent or if the girl child is married, he or she shall be ineligible for coverage in the subsequent renewals.

iii. Parents / Parents-in-law (either of them).

iv. Unmarried siblings, if financially dependent on the Insured.

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

- a) has qualified nursing staff under its employment round the clock;
- b) has at least 10 In-patient beds, in towns having a population of less than 10,00,000 and at least 15 In-patient beds in all other places;
- c) has qualified Medical Practitioner (s) in charge round the clock;
- d) has a fully equipped operation theatre of its own where surgical procedures are carried out
- e) Maintains daily records of patients and makes these accessible to the Insurance Company's authorized personnel.

\*Following are the enactments specified under the schedule of Section 56 of Clinical Establishment (Registration and Regulation) Act, 2010 as of October 2013. Please refer to the Act for amendments, if any:

1. The Andhra Pradesh Private Medical care Establishments (Registration and Regulations) Act, 2002
2. The Bombay Nursing Homes Registration Act, 1949
3. The Delhi Nursing Home Registration Act, 1953
4. The Madhya Pradesh Upcharya Griha Tatha Rujopchar Sanbadhu Sthapamaue (Ragistikaran Tatha Anugyapan) Adhiniyam, 1973.
5. The Manipur Homes and Clinics Registration Act, 1992.
6. The Nagaland Health Care Establishments Act, 1997
7. The Orissa Clinical Establishments (Control and Regulations) Act, 1990
8. The Punjab State Nursing Home Registration Act, 1991
9. The West Bengal Clinical Establishment Act, 1950

**HOSPITALISATION:** means admission in a Hospital for a minimum period of twenty four (24) in-patient care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.

**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.

**INSURED PERSON :** means person(s) named in the schedule of the policy

**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.

**a. Acute condition** - is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.

**b. Chronic condition** - is a disease, illness, or injury that has one or more of the following characteristics:

- i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
- ii. it needs ongoing or long-term control or relief of symptoms
- iii. it requires rehabilitation or to be specially trained to cope with it
- iv. it continues indefinitely
- v. it comes back or is likely to come back.

**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.

**IN-PATIENT:** means an Insured person who is admitted to hospital and stays for at least 24 hours for the sole purpose of receiving the treatment for suffered ailment / illness / disease / injury / accident during the currency of the policy.

**I .D. CARD:** means the card issued to the Insured Person by the TPA to avail Cashless facility in the Network Hospital.

**MEDICAL ADVICE:** means 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 disease 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.

**MEDICALLY NECESSARY TREATMENT:** any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- i. is required for the medical management of the illness or injury suffered by the insured:
- ii. must not exceed the level of care necessary to provide safe, adequate, and appropriate medical care in scope, duration, or intensity:
- iii. must have been prescribed by a Medical Practitioner:
- iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**MEDICAL PRACTITIONER:** means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

**NETWORK PROVIDER:** means Hospitals or healthcare providers enlisted by an insurer, TPA or jointly by an insurer and TPA to provide medical services to an insured by a cashless facility.

**NON-NETWORK:** Any Hospital, day care centre or other provider that is not part of the Network.

**NOTIFICATION OF CLAIM:** means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication.

**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.

**PRE-HOSPITALISATION EXPENSES:** means medical expenses incurred during the period upto 30 days prior to the date of admission in the hospital, provided that:

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

**POST-HOSPITALISATION EXPENSES:** means medical expenses incurred for a period upto 60 days from the date of discharge from the hospital, provided that:

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

**PRE EXISTING DISEASE:** means any condition, ailment or Injury or disease :

- a).That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or, its reinstatement.
- b). For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the Policy or its reinstatement.

**POLICY PERIOD :** means the period of coverage as mentioned in the schedule

**PORTABILITY:** means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

**QUALIFIED NURSE:** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

**REASONABLE AND CUSTOMARY 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 :** 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 gaining credit for pre-existing diseases, time bound exclusions and for all waiting periods.

**ROOM RENT:** means the amount charged by a Hospital towards room and boarding expenses and shall include the associated medical expenses.

**SUBROGATION:** means the right of the Insurer to assume the rights of the Insured Person to recover expenses paid out under the policy that may be recovered from any other source.

**SURGERY/ SURGICAL OPERATION:** 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 a day care centre by a medical practitioner

**THIRD PARTY ADMINISTRATOR (TPA):** means any person who is licensed under the IRDA (Third Party Administrators – Health Service) Regulations, 2001 by the Authority, and is engaged, for a fee or remuneration by an insurance company, for the purposes of providing health services.

**UNPROVEN/EXPERIMENTAL TREATMENT:** Treatment means the treatment including drug drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

**AYUSH Hospital:**

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

**a. Central or State Government AYUSH Hospital; or**

**b.** Teaching hospital attached to AYUSH College recognized by the Central Government /Central Council of Indian Medicine/ Central Council for Homeopathy; or

**c.** AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:

- i. Having at least five in- patient beds;
- ii. Having qualified AYUSH Medical Practitioner in charge round the clock;
- iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

**AYUSH Day Care Centre:**

AYUSH Day Care Centre means and includes Community Health Centre (CHC), Primary health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or surgical/para-surgical interventions or both under the supervision of registered AYUSH Medical Practitioner (s) on day care basis without inpatient services and must comply with all the following criterion:

- i. Having qualified registered AYUSH Medical Practitioner (s) in charge.
- ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iii. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

**Migration :** "Migration" means, the right accorded to health insurance policy holders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.

**Portability:** "Portability" means, the right accorded to individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer.



**Mental Illness:** “mental illness” means a substantial disorder of thinking, mood, perception, orientation or memory that grossly impairs judgment, behaviour, capacity to recognise reality or ability to meet the ordinary demands of life, mental conditions associated with the abuse of alcohol and drugs, but does not include mental retardation which is a condition of arrested or incomplete development of mind of a person, specially characterised by sub normality of intelligence.

**Mental Health Establishment:**“mental health establishment” means any health establishment, including Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy establishment, by whatever name called, either wholly or partly, meant for the care of persons with mental illness, established, owned, controlled or maintained by the appropriate Government, local authority, trust, whether private or public, corporation, co- operative society, organisation or any other entity or person, where persons with mental illness are admitted and reside at, or kept in, for care, treatment, convalescence and rehabilitation, either temporarily or otherwise; and includes any general hospital or general nursing home established or maintained by the appropriate Government, local authority, trust, whether private or public, corporation, co-operative society, organisation or any other entity or person; but does not include a family residential place where a person with mental illness resides with his relatives or friends.

**Mental health professional:**

- (i) a psychiatrist or
- (ii) a professional registered with the concerned State Authority under section 55; or
- (iii) a professional having a post-graduate degree (Ayurveda) in Mano VigyanAvum Manas Roga or a post-graduate degree (Homoeopathy) in Psychiatry or a post-graduate degree (Unani) in Moalijat (Nafasiyatt) or a post-graduate degree (Siddha) in SirappuMaruthuvam.

**Exclusions: Waiting Period:**

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

**Pre-existing Diseases - code –Excl 01**

- a). Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with the insurer or its reinstatement.
- 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 the prior coverage.
- d). Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by insurer or its reinstatement.

**Specified disease / procedure waiting period- code- Excl 02**

- a). Expenses related to the treatment of the listed Conditions, surgeries/treatments shall be excluded until the expiry of the specified waiting period of the 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.
- b). incase 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). The expenses on treatment of following ailments / diseases / surgeries, if contracted and / or manifested after inception of first Policy(subject to continuity being maintained), are not payable during the waiting period specified below.

and related disorders.

**2 Years**

Xiii

Surgery of gallbladder and **2 Years**

	bile duct excluding malignancy.	
Xiv	Surgery of genito-urinary system excluding malignancy.	<b>2 Years</b>
Xv	Pilonidal Sinus.	<b>2 Years</b>
Xvi	Gout and Rheumatism.	<b>2 Years</b>
Xvii	Hypertension.	<b>90 days*</b>
Xviii	Diabetes.	<b>90 days*</b>
*Subject to application of condition 22 of the policy.		
Xix	Calculus diseases.	<b>2 Years</b>
Xx	Surgery for prolapsed inter vertebral disk unless arising from accident.	<b>2 Years</b>
Xxi	Surgery of varicose veins and varicose ulcers.	<b>2 Years</b>
Xxii	Congenital internal diseases.	<b>2 Years</b>
Xxiii	Joint Replacement due to Degenerative condition.	<b>4 Years</b>
Xxiv	Age related osteoarthritis and Osteoporosis.	<b>4 Years</b>

**If the above diseases are pre-existing at the time of inception, Exclusion no.4.1 for pre-existing disease shall be applicable.**

**Note:** If the continuity of the renewal is not maintained then subsequent cover will be treated as fresh Policy and clauses 4.1., 4.2, 4.3 shall apply afresh, unless agreed by the Company and suitable endorsement passed on the Policy, by the duly authorized official of the Company. Similarly, if the Sum Insured is enhanced subsequent to the inception of the first Policy, clauses 4.1, 4.2 and 4.3 shall apply afresh on the enhanced portion of the Sum Insured.

**30 day waiting period- code – Excl 03**

- 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.

**GENERAL EXCLUSIONS:** The Company shall not be liable to make any payment under this Policy in respect of any expense whatsoever incurred by any Insured Person in connection with or in respect of:

**Investigation & Evaluation – Code – Excl 04**

- 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.

**Rest Cure, rehabilitation and respite care – Code –Excl 05**

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.

**Obesity/Weight Control : Code- Excl 06**

Expenses related to the surgical treatment of obesity that does not fulfill 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 failures of less invasive methods of weight loss:

i). Obesity – related cardiomyopathy ii). Coronary heart diseases

iii). Severe Sleep Apnea.

iv). Uncontrolled Type 2 Diabetes.

#### **Change of Gender Treatments : Code – Excl 07**

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

#### **Cosmetic or Plastic Surgery- Code- Excl 08**

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an accident, burns(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.

#### **Hazardous or Adventure sports- Code- Excl 09**

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.

#### **Breach of law – Code –Excl 010**

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

#### **Excluded Providers- Code – Excl 011**

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 policy holders are not admissible. However, in case of life threatening situations or following an accident, expenses upto the stage of stabilization are payable but not complete claim.

Treatment for, Alcoholic drug or substance abuse or any addictive condition and consequences thereof. – Code- Excl01

Treatments received in health 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- Excl013

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- Excl014

#### **Refractive Error- Code- Excl 015**

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

#### **Unproven Treatments- Code – excl 016**

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.

#### **Sterility and Infertility- Code- Excl 017**

Expenses related to 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.

lii). Gestation Surrogacy. iv). Reversal of sterilization.

#### **Maternity- Code- Excl 018**

i). Medical treatment expenses traceable to childbirth ( including complicated deliveries and cesarean 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. (The above exclusion is not applicable in Diamond Plan to the extent given under 1.5)

War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.

a) Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion: Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any illness, incapacitating disablement or death.

b) Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any illness, incapacitating disablement or death.

c) Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any illness, incapacitating disablement or death.

Any expenses incurred on OPD treatment.

Treatment taken outside the geographical limits of India.

Pre and post hospitalization expenses unrelated with disease / injury for which hospitalization claim has been admitted under the policy.

**If the proposer is suffering or has suffered from any of the following diseases, as per serial no 1-16 listed in the below table at the time of taking the policy, the specific ICD codes mentioned therein will be permanently excluded from the policy coverage:**

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

3  
4

Epilepsy  
Heart Ailment Congenital heart  
disease and valvular heart  
disease

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 behavior  
G40 Epilepsy  
I49 Other cardiac arrhythmias, (I20-I25) Ischemic heart diseases, I50 Heart failure, I42 Cardiomyopathy; I05-I09 - Chronic rheumatic heart 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), I34.0 Mitral (valve) insufficiency •

Mitral (valve): incompetence / regurgitation - • NOS or of specified cause, except rheumatic, I 34.1 to 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 - G30.9 Dementia 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 -
14.	Acute HIV infection syndrome; B24 - Unspecified human immunodeficiency virus [HIV] disease 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

#### 4. CONDITIONS

**ENTIRE CONTRACT:** This policy /prospectus/ proposal form and declaration given by the insured constitute the complete contract. Insurer may alter the terms and conditions of this policy/contract. Any alteration that may be made by the insurer shall only be evidenced by a duly signed and sealed endorsement on the policy.

**COMMUNICATION:** Every notice or communication to be given or made under this policy shall be delivered in writing at the address of the policy issuing office / Third Party Administrator as shown in the Schedule.

**PAYMENT OF PREMIUM:** The premium under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorized official of the Company.

The due payment

of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured Person in so far as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsements of this policy shall be valid, unless made in writing and signed by an authorized official of the Company.

**CONDITION PRECEDENT TO ADMISSION OF LIABILITY:**

The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy.



**NOTICE OF CLAIM:** Immediate notice of claim with particulars relating to Policy Number, ID Card No., Name of insured person in respect of whom claim is made, Nature of disease / injury and Name and Address of the attending medical practitioner / Hospital/Nursing Home etc. should be given to the Company / TPA while taking treatment in the Hospital / Nursing Home by Fax, Email. Such notice should be given within 48 hours of admission but before discharge from Hospital / Nursing Home, unless waived in writing.

**CLAIM DOCUMENTS:** Final claim along with original Bills/Cash memos/reports, claim form and documents as listed below should be submitted to the Company / TPA within 15 days of discharge from the Hospital / Nursing Home.

- a. Original bills, all receipts and discharge certificate / card from the hospital.
- b. All documents pertaining to the illness, starting from the date it was first detected, i.e Doctor's consultations reports / history
- c. Medical history of the patient recorded by the Hospital.
- d. Original Cash-memo from the hospital (s) / chemist (s) supported by proper prescription.
- e. Original receipt, pathological and other test reports from a pathologist / radiologist including film etc supported by the note from attending Medical Practitioner / Surgeon demanding such tests.
- f. Original attending Consultants / Anesthetists / Specialist certificates regarding diagnosis and bills / receipts etc.
- g. Surgeon's original certificate stating diagnosis and nature of operation performed along with bills / receipts etc.
- h. MLC/FIR/Post Mortem Report,( if applicable)
- i. Disability certificate, Death certificate ( if applicable)
- j. Details of previous policies, if the details are already not with TPA.
- k. Any other information required by Company/TPA.

All documents must be duly attested by the Insured person/claimant.

In case of post hospitalization treatment (limited to 60 days) all supporting claim papers / documents as listed above should also be submitted within 15 days from completion of such treatment ( up to 60 days or actual period whichever is less ) to the Company / T.P.A. In addition insured Person should also provide the Company / TPA such additional information and assistance as the Company / TPA may require in dealing with the claim.

Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time limit. Otherwise Company has a right to reject the claim.

**CLAIM SETTLEMENT (provision for Penal Interest):**

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstance of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above bank rate from the date of receipt of last necessary document to the date of payment of claim.

**("Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due).**

**PROCEDURE FOR AVAILING CASHLESS ACCESS SERVICES IN NETWORK HOSPITAL/NURSING HOME:**

- i) Claim in respect of Cashless Access Services will be through the Company/ TPA provided admission is in a networked Hospital / Nursing Home and is subject to pre admission authorization. The Company / TPA shall, upon getting the related medical details / relevant information from the insured person / network Hospital / Nursing Home, verify that the person is eligible to claim under the policy and after satisfying itself will issue a pre- authorization letter / guarantee of payment letter to the Hospital / Nursing Home mentioning the sum guaranteed as payable, also the ailment for which the person is seeking to be admitted as in-patient.

ii) The Company / TPA reserves the right to deny pre-authorization in case the hospital / insured person is unable to provide the relevant information / medical details as required by the Company / TPA. In such circumstances denial of Cashless Access should in no way be construed as denial of liability. The insured person may obtain the treatment as per his/her treating doctor's advice and later on submit the full claim papers to the TPA/Insurer within 15 days of the discharge from Hospital / Nursing Home for consideration of Company / TPA.

iii) Should any information be available to the Company / TPA which makes the claim inadmissible or doubtful, and warrants further investigations, the authorization of cashless facility may be withdrawn. However this shall be done by the Company / TPA before the patient is discharged from the Hospital and notice to this effect given to the treating hospital / insured.

iv) List of network hospitals is available on our official website- [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in) and will also be provided by the concerned TPA.

**MEDICAL RECORDS:**

(i) The insured person hereby agrees to and authorizes the disclosure, to the Company / TPA or any other person nominated by the Company, of any and all Medical records and information held by any Institution / Hospital or Person from which the insured person has obtained any medical or other treatment to the extent reasonably required by the Company / TPA in connection with any claim made under this policy or the Company's liability there under.

(ii) The Company / TPA agree that they will preserve the confidentiality of any documentation and information that comes into their possession pursuant to (i) above and will only use it in connection with any claim made under this policy or the Company's liability there under.

(iii) Any medical practitioner authorized by the Company / TPA shall be allowed to examine the Insured Person in case of any alleged injury or disease requiring Hospitalization when and so often as the same may reasonably be required on behalf of the Company / TPA.

**PAYMENT OF CLAIM:** All medical treatment for the purpose of this insurance will have to be taken in India only and all claims shall be payable in Indian currency only.

**PROPORTIONATE CLAUSE** - If the Insured Person is admitted in the hospital in a room where the room category or the Room Rent incurred is higher than the eligibility as specified in the Policy Schedule/ Certificate of Insurance, then the Policyholder/ Insured Person shall bear a rateable proportion of the total & specified Associated Medical Expenses (including surcharge or taxes thereon) in the proportion of the difference between the Room Rent of the entitled room category/eligible Room Rent to the Room Rent actually incurred. However, this will not be applicable in respect of Medicines/Pharmacy/ Drugs, Consumables, Medical Devices/ implants and Cost of Diagnostics.

**ASSOCIATED MEDICAL EXPENSES :**

- Doctor's fees / Consultant fees/RMO fees
- Nursing expenses including administration charges/ transfusion charges/ injection charges
- Surgeon fees / Asst Surgeon fees
- Anesthesia fees
- Procedure charges of any kind which includes :-
  - I) Chemotherapy/Radiotherapy charges
  - II) Nebulisation
  - III) Hemodialysis
  - IV) PICC line insertion
  - V) Catheterisation charges
  - VI) Tracheostomy etc.
  - VII) IV charges
  - VIII) Blood transfusion charges
  - IX) Dialysis
  - X) Surgery Charges
  - XI) OT charges including OT gas, equipment charges

**SUBROGATION:** In the event of a claim paid under the policy, the Company shall assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**CONTRIBUTION:** Contribution is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

If two or more policies are taken by the insured during a period from one or more insurers, the contribution clause shall not be applicable where the cover/ benefit offered:

- i. is fixed in nature:
- ii. does not have any relation to the treatment costs;

**COMPLETE DISCHARGE :** Any payment to the Insured Person or his/ her nominees or his/ her legal representative or to the Hospital/Nursing Home or Assignee, as the case may be, for any benefit under the Policy shall be a valid and an effectual discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

**REPUDIATION:**

i. The Company, shall repudiate the claim if not payable under the policy. The Company / TPA shall mention the reasons for repudiation in writing to the insured person. The insured person shall have the right to appeal / approach the Grievance Redressal Cell of the company at its policy issuing office, concerned Divisional Office, concerned Regional Office or of the Head Office, situated at A-25/27, Asaf Ali Road, New Delhi-110002.

If the insured is not satisfied with the reply of the Grievance Cell under (i), he may approach the Insurance Ombudsman, established by the Central Government for redressal of grievance. The Insurance Ombudsman is empowered to adjudicate on personal lines of insurance claims upto Rs.30 lacs.

**GRIEVANCE REDRESSAL:**

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

**Website:** [www.orientalinsurance.org.in](http://www.orientalinsurance.org.in)

**Toll free:** 1800118485 Or 011- 33208485

**E-mail:** [csd@orientalinsurance.co.in](mailto:csd@orientalinsurance.co.in)

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at:

**Customer Service Department 4th Floor, Agarwal House Asaf Ali Road, New Delhi-110002.**

For updated details of grievance officer, kindly refer the link

<https://orientalinsurance.org.in/documents/10182/7605007/List+of+Nodal+Officer+.pdf/992a7f9b-aef7-5cac-c613-ffc05d578a3e>

**Insurance Ombudsman** –If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The contact details of the Insurance Ombudsman offices have been provided as Annexure-III & revised details of insurance ombudsman as and when amended as available in the website <http://ecoi.co.in/ombudsman.html>.

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

**DISCLAIMER OF CLAIM:** If the Company shall disclaim liability and communicates in writing (either through the TPA or by itself) to the Insured in respect of any claim hereunder and such claim has not within 12 calendar months from the date of such disclaimer been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**ARBITRATION CLAUSE:** If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties 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 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 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 award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

**FRAUD:**

If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule, who shall be jointly and severally liable for such repayment.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent, with intent to deceive the insurer or to induce the insurer to issue an insurance Policy:

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

The company shall not repudiate the policy on the ground of fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis- statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

**CANCELLATION CLAUSE:**

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

**Period on Risk Rate of premium to be charged**

Upto 1 Month 1/4th of the annual rate

Upto 3 Months 1/2 of the annual rate

Upto 6 Months 3/4th of the annual rate

Exceeding 6 months Full annual rate

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the Insured person under the Policy.

b). The Company may cancel the Policy at any time on grounds of misrepresentation, non- disclosure of material facts fraud by the insured Person, by giving 30(thirty) days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation non- disclosure of material facts or fraud.

**7. FREE LOOK PERIOD:** The insured person is allowed free look period of fifteen days from the date of receipt of the Policy document to review the terms and conditions of the Policy and to return the same if not acceptable.

If the Insured has not made any claim during the free look period, and exercises this option, the Insured shall be entitled to,

- i. A refund of the premium paid less any expenses incurred by the Company on medical examination of the Insured Persons and the stamp duty charges or
- ii. where the risk has already commenced and the option of return of the Policy is exercised by the Insured, a deduction towards the proportionate risk premium for period on cover or
- iii. where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

**6. GRACE PERIOD:** In the event of delay in renewal of the policy, a grace period of 30 days is allowed. However, no coverage shall be available during the grace period and any disease/injury contracted during the break period shall not be covered and shall be treated as Pre-existing disease

**7. RENEWAL OF POLICY:** The policy shall ordinarily be renewable except on grounds of fraud, Misrepresentation by the insured person.

- I. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years
- II. Request for renewal along with requisite premium shall be received by the Company before the end of the Policy Period.
- III. The Company shall not be responsible or liable for non-renewal of policy due to non-receipt or delayed receipt (i.e. After the due date) of the proposal form or of the medical practitioners report wherever required or due to any other reason whatsoever.
- IV. Notwithstanding this, however, the decision to accept or reject for coverage any person upon renewal of this insurance shall rest solely with the Company. The company may at its discretion revise the premium rates and / or the terms & condition of the policy every year upon renewal thereof. Renewal of this policy is not automatic;
- V. Premium due must be paid by the proposer to the company before the due date.
- VI. The Company shall endeavor to give notice for renewal. However, the Company is not under obligation to give notice for renewal.

**MIGRATION:** The insured person will have the option to migrate the policy to other health insurance products/plans offered by the Company by applying for migration of the policy at least 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the Company, the insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration.

For Detailed Guidelines on Migration, kindly refer the link:-

[https://www.irdai.gov.in/ADMINCMS/cms/whatsNew\\_Layout.aspx?page=PageNo3987&flag=1](https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1)

**13. Portability:** The Insured Person will have the option to port the Policy to other insurers by applying to such insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed insured person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on Portability, kindly refer the link:

[https://www.irdai.gov.in/ADMINCMS/cms/whatsNew\\_Layout.aspx?page=PageNo3987&flag=1](https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1)

#### **14. MORATORIUM PERIOD**

After completion of eight continuous years under this 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 eight 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 claim 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 contract.

#### **15. Nomination:**

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. For Claim settlement under reimbursement, the Company will pay the policyholder. In the event of death of the policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the Policyholder whose discharge shall be treated as full and final discharge of its liability under the Policy.

**JURISDICTION:** All disputes or differences under or in relation to the policy shall be determined by the Indian Courts and according to the Indian laws.

**21. IRDA REGULATION :** This Policy is subject to IRDAI (Protection of Policy holders' interest) Regulation, 2017 and IRDAI (Health Insurance) Regulations 2016 and Guidelines on Standardization in health insurance, as amended from time to time.

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

**(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)**

**Appendix I Day care procedures / surgeries**

- |          |   |
|----------|---|
| <b>A</b> | <b>Microsurgical Operations on the Middle Ear</b>                 |
| 1        | Stapedotomy   |
| 2        | Stapedectomy  |
| 3        | Revision of a stapedectomy  |
| 4        | Myringoplasty (Type -I Tympanoplasty) of a tympanoplasty          |
| <b>B</b> | <b>Other operations on the middle &amp; internal ear</b>          |
| 7        | Myringotomy   |
| 8        | Removal of a tympanic drain                                       |
| 9        | Incision of the mastoid process and middle ear                    |
| 10       | Mastoidectomy   |
| 11       | Reconstruction of the middle ear                                  |
| 12       | Fenestration of the inner ear                                     |
| 13       | Revision of a fenestration of the inner ear                       |
| 14       | Incision (opening) and destruction (elimination) of the inner ear |
| <b>C</b> | <b>Operations on the nose &amp; the nasal sinuses</b>             |
| 15       | Excision and destruction of diseased tissue of the nose           |
| 16       | Operations on the turbinates (nasal concha)                       |
| 17       | Nasal sinus aspiration  |
| <b>D</b> | <b>Operations on the eyes</b>                                     |
| 18       | Incision of tear glands   |
| 19       | Incision of diseased eyelids                                      |
| 20       | Excision and destruction of diseased tissue of the eyelid         |
| 21       | Operations on the canthus and epicanthus                          |
| 22       | Corrective surgery for entropion and ectropion                    |
| 23       | Corrective surgery for blepharoptosis                             |
| 24       | Removal of a foreign body from the                                |



	conjunctiva
25	Removal of a foreign body from the cornea
26	Incision of the cornea
27	Operations for pterygium
28	Removal of a foreign body from the lens of the eye
29	Removal of a foreign body from the posterior chamber of the eye
30	Removal of a foreign body from the orbit and eyeball
31	Operation of cataract
<b>E</b>	<b>Operations on the skin &amp; subcutaneous tissues</b>
32	Incision of a pilonidal sinus
33	Free skin transplantation, donor site
34	Free skin transplantation, recipient site
35	Revision of skin plasty
36	Simple restoration of surface continuity of the skin and subcutaneous tissues
37	Destruction of diseased tissue in the skin and subcutaneous tissues
38	Local excision of diseased tissue of the skin and subcutaneous tissues
39	Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues
40	Chemosurgery to the skin
<b>F</b>	<b>Operations on the tongue</b>
41	Incision, excision and destruction of diseased tissue of the tongue
42	Partial glossectomy
43	Glossectomy
44	Reconstruction of the tongue
<b>G</b>	<b>Operations on the salivary glands &amp; salivary ducts</b>
45	Incision and lancing of a salivary gland and a salivary duct
46	Excision of diseased tissue of a salivary gland and a salivary duct
47	Resection of a salivary gland
48	Reconstruction of a salivary gland and a salivary duct
<b>H</b>	<b>Other operations on the mouth &amp; face</b>
49	External incision and drainage in the region of the mouth, jaw and face
50	Incision of the hard and soft palate
51	Excision and destruction of diseased hard and soft palate

52	Incision, excision and destruction in the mouth
53	Plastic surgery to the floor of the mouth
54	Palatoplasty
I	Operations on the tonsils & adenoids
55	Transoral incision and drainage of a pharyngeal abscess
56	Tonsillectomy without adenoidectomy
57	Tonsillectomy with adenoidectomy
58	Excision and destruction of a lingual tonsil
J	Trauma surgery and orthopaedics
59	Incision on bone, septic and aseptic
60	Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis
61	Reduction of dislocation under GA
62	Arthroscopic knee aspiration
K	Operations on the breast
63	Incision of the breast
64	Operations on the nipple
L	Operations on the digestive tract
65	Incision and excision of tissue in the perianal region
66	Surgical treatment of anal fistulas
67	Surgical treatment of haemorrhoids
68	Division of the anal sphincter (sphincterotomy)
69	Ultrasound guided aspirations
70	sclerotherapy
M	Operations on the female sexual organs
71	Incision of the ovary
72	Insufflation of the Fallopian tubes
73	Dilatation of the cervical canal
74	Conisation of the uterine cervix
75	Incision of the uterus (hysterotomy)
76	Therapeutic curettage
77	Culdotomy
78	Incision of the vagina
<b>seminal vesicles</b>	
82	Incision of the prostate
83	Transurethral excision and destruction of prostate tissue
84	Transurethral and percutaneous destruction of prostate tissue
85	Open surgical excision and destruction of prostate tissue
86	Radical prostatovesiculectomy
87	Incision and excision of periprostatic tissue
88	Operations on seminal vesicles
O	<b>Operations on the scrotum &amp; tunica</b>

	<b>vaginalis testis</b>
89	Incision of the scrotum and tunica vaginalis testis
90	Operation on a testicular hydrocele
91	Excision and destruction of diseased scrotal tissue
92	Plastic reconstruction of the scrotum and tunica vaginalis testis
<b>P</b>	<b>Operations on the testes</b>
93	Incision of the testes
94	Excision and destruction of diseased tissue of the testes
95	Unilateral orchidectomy
96	Bilateral orchidectomy
97	Orchidopexy
98	Abdominal exploration in cryptorchidism
99	Surgical repositioning of an abdominal testis
100	Reconstruction of the testis
101	Implantation, exchange and removal of a testicular prosthesis
<b>Q</b>	<b>Operations on the spermatic cord, epididymis und ductus deferens</b>
102	Surgical treatment of a varicocele and a hydrocele of the spermatic Cord
103	Excision in the area of the epididymis
104	Epididymectomy
105	Reconstruction of the spermatic cord
106	Reconstruction of the ductus deferens and epididymis
<b>R</b>	<b>Operations on the penis</b>
107	Operations on the foreskin
108	Local excision and destruction of diseased tissue of the penis
109	Amputation of the penis
110	Plastic reconstruction of the penis
<b>S</b>	<b>Operations on the urinary system</b>
111	Cystoscopical removal of stones
<b>T</b>	<b>Other Operations</b>
112	Lithotripsy
113	Coronary angiography
114	Haemodialysis
115	Radiotherapy for Cancer
116	Cancer Chemotherapy

## Annexure I

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

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

31	MEDICAL RECORDS
32	PHOTOCOPY CHARGES
33	MORTUARY CHARGES
34	WALKING AIDS CHARGES
35	OXYGEN CYLINDER ( FOR USAGE OUTSIDE THE HOSPITAL)
36	SPACER
37	SPIROMETER
38	NEBULIZER KIT
39	STEAM INHALER
40	ARMSLING
41	THERMOMETER
42	CERVICAL COLLAR
43	SPLINT
44	DIABETIC FOOT WEAR
45	KNEE BRACES (LONG/SHORT/HINGED)
46	KNEE IMMOBOLIZER/SHOULDER IMMOBOLIZER
47	LUMBO SCARLET BELT
48	NIMBUS BED OR WATER OR AIR BED CHARGES
49	AMBULANCE COLLAR
50	AMBULANCE EQUIPMENT
51	ABDOMINAL BINDER
52	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES
53	SUGAR FREE TABLETS
54	CREAMS, POWDERS, LOTIONS ( Toiletries are not payable, only prescribed medical pharmaceuticals payable)
55	ECG ELECTRODES
56	GLOVES
57	NEBULISATION KIT
58	ANY KIT WITH NO DETAILS MENTIONED (DELIVERY KIT, ORTHOKIT, RECOVERY KIT ETC.)
59	KIDNEY TRAY
60	MASK
61	OUNCE GLASS
62	OXYGEN MASK
63	PELVIC TRACTION BELT
64	PAN CAN
65	TROLLY COVER
66	UROMETER, URINE JUG
67	AMBULANCE
68	VASOFIX SAFETY

**List II- Items that are to be subsumed into Room Charges**

<b>Sl. No</b>	<b>ITEMS</b>
.	
1	BABY CHARGES ( UNLESS SPECIFIED/INDICATED)
2	HAND WASH
3	SHOE COVER

4	CAPS
5	CRADLE CHARGES
6	COMB
7	EAU-DE-COLOGNE/ROOM FRESHNERS
8	FOOT COVER
11	TISSUE PAPER
12	TOOTH PASTE
13	TOOTH BRUSH
14	BED PAN
15	FACE MASK
16	FLEXI MASK
17	HAND HOLDER
18	SPUTUM CUP
19	DISINFECTANT LOTIONS
20	LUXURY TAX
21	HVAC
22	HOUSE KEEPING CHARGES
23	AIR CONDITIONER CHARGES
24	IM IV INJECTION CHARGES
25	CLEAN SHEET
26	BLANKET/ WARMER BLANKET
27	ADMISSION KIT
28	DIABETIC CHART CHARGES
29	DOCUMENTATION CHARGES/ADMINISTRATIVE CHARGES
30	DISCHARGE PROCEDURE CHARGES
31	DAILY CHART CHARGES
32	ENTRANCE PASS/ VISITORS PASS CHARGES
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
34	FILE OPENING CHARGES
35	INCIDENTAL EXPENSES/ MISC. CHARGES (NOT EXPLAINED)
36	PATIENT IDENTIFICATION BAND /NAME TAG
37	PULSWOXYMETER CHARGES

**List III - Items that are to be subsumed into Procedure Charges**

<b>Sl. No.</b>	<b>Items</b>
1	HAIR REMOVAL CREAM
2	DISPOSABLE RAZORS CHRGES ( FOR SITE PREPARATION)
3	EYE PAD
4	EYE SHIELD
5	CAMERA COVER
6	DVD, CD CHARGES



7	GAUZE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPIC COVER
12	SURGICAL BLADES, HARMONIC SCALPEL, SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE
16	X-RAY FILM
17	BOYLES APPRATUS CHARGES
18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHO BUNDLE, GYNAE BUNDLE

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

Sl. No.	Items
1	ADMISSION /REGISTRATION CHARGES
2	HOSPITALIZATION FOR EVALUATION/ DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES
5	BIPAP MACHINE
6	CPAD/CAPD EQUIPMENTS
7	INFUSION PUMP COST
8	HYDROGEN PEROXIDE/SPIRIT/DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES
10	HIV KIT
11	ANTESEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOL SWAB
16	SCRUB SOLUTIONS/STERILLIUM
17	GLUCOMETER & STRIPS
18	URINE BAG

**Section II: Personal Accident**

If the Insured Person shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means, and if such injury shall within 12 calendar months of its occurrence lead to death or disablement as specified below, then the Company shall pay to the Insured Person and/or nominee wherever applicable the sum hereinafter set forth :

**Benefits**

S.No.	Benefits	Sum Insured
1.	Death of Insured Person solely due to accident	Rs. 10,000/- or 20,000/-
2.	Permanent Total Disablement or Loss of one limb and one eye Or loss of both eyes and/or loss of both limbs of Insured Persons solely due to accident.	Rs.10,000/- or 20,000/-
3.	Loss of one limb/sight in one eye of Insured Person solely due to accident.	Rs. 5,000/- or 10,000/-

**Note: Maximum benefit is Rs 10,000/- or 20, 000/-**

**Definitions:**

**Permanent Total Disablement** by accident means such disablement of a permanent nature, as incapacitates an insured person for all work which he/she was capable of performing at the time of the accident resulting in such disablement.

**Death or Permanent Total Disability** by accident means death or permanent total disability caused by external, violent and visible means would also include Death and or Permanent Total Disablement arising out of or traceable to slipping and/or falling from the mountainous terrain; biting by insects, snakes and/or animals; drowning washing away in floods, landslides, rock slides, earthquake, cyclone and other convulsions of nature and/or calamities; murder and terrorist activities.

**Exclusions Applicable to Section-II**

The Company shall not be liable under this section of policy for:

1. Compensation under more than one of the above sub clauses Nos. 1,2&3 in respect of disablement and or death.
2. Payment or compensation in respect of death, injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability already existing on the date of commencement of this policy.
3. Death, Injury or disablement arising directly or indirectly from or traceable to:
  - a) Intentional self injury, suicide or attempted suicide
  - b) Pregnancy or in consequence thereof
  - 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 or engaging in hazardous sports of any kind whatsoever.
  - d) Whilst under the influence of intoxication, liquor or drugs.
  - e) Directly or indirectly caused by venereal diseases or insanity
  - f) Arising or resulting from the insured committing any breach of law with criminal intent.
  - g) War and/or warlike perils, nuclear perils contamination, radioactivity.

**Conditions Applicable to Section I and 2**

1. Every notice of communication to be given or made under this policy shall be delivered in writing at the address of the insurer/TPA as shown in the Schedule.
2. The Premium payable under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by the duly authorized official of the Company. The due payment of the premium and the observance and fulfillment of the terms, provisions, conditions and endorsement of this policy by the insured person in so far as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsement on this policy shall be valid unless made in writing and signed by an authorized official of the Company.
3. Upon the happening of any event, which may give rise to a claim under this policy notice with full particulars shall be sent to the insurer/TPA named in the Schedule immediately and in case of emergency within 24 hours of Hospitalization.
4. All supporting documents relating to the claim must be filed with insurer/TPA within 7 days from the date of discharge from the hospital.

NOTE: Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the TPA/Company that under the circumstances which the Insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time limit.

5. The Insured person shall obtain and furnish to the company or the TPA with all original bills, receipts and other documents upon which a claim is based and shall also give the TPA/Company may require in dealing with the claim.

6. Any Medical Practitioner authorized by the TPA/Company shall be allowed to examine the Insured person/records of the hospital in case of any alleged injury or disease requiring hospitalization when and so often as the same may reasonably be required on behalf of the TPA/Company.
7. In case of death due to accident (applicable for Section-II) a post mortem report/death certificate from a Govt. Hospital shall be submitted along with other documents of proof of death.
8. The Company shall not be liable to make any payment under this policy in respect of any claim
  - a) If the Policy has been obtained by misrepresentation of material facts;
  - b) If such claim be in any manner be fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.
9. If at the time when any claim arises under this policy there is in existence any other insurance (other than Cancer Insurance Policy in collaboration with Indian Cancer Society) whether it be effected by or on behalf of any insured person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, liability, compensation, costs or expenses. The benefits under this policy shall be in excess of the benefits available under the Cancer Insurance Policy.
10. The Policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal and the Company at any time cancel this policy by sending the Insured 30 (thirty) days notice by Registered Letter at Insured's last known address and in such event the Company shall refund to the Insured a prorata premium for unexpired period of Insurance. The Company shall however, remain liable for any claim which arises prior to the date of cancellation. The Insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's Short period rate only (table given here below) provided no claim has occurred upto the date of cancellation.

Period of risk	Rate of premium to be charged
Upto 1 month	¼ of the annual rate
Upto 3 months	½ of the annual rate
Upto 6 months	¾ of the annual rate
Exceeding 6 months	Full annual rate

11. If any dispute or difference shall arise as to the quantum to be paid under the Policy, (liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they can not 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 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

12. If the Company/TPA shall disclaim liability to the Insured for any claim hereunder and if the Insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
13. All medical surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.
14. **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. Coverage is not available for the period for which no premium is received.
15. **Notification of claim** is the process of notifying a claim to the insurer by specifying the timelines as well as the address / telephone number to which it should be notified.

#### Claims Minimization Clause (Section-I & II)

The Insured will at all times cooperate with a Company/TPA to contain claims ratio by ensuring that the treatment charges and other expenses are reasonable and necessary and will be subject to further sub-limits as may be required.

#### IMPORTANT

#### Free Look Period

This Policy shall have a free look period. The free look period shall be applicable at the inception of the policy and:

1. The insured will be allowed a period of at least 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable
2. If the insured has not made any claim during the free look period, the insured shall be entitled to
  - a. A refund of the premium paid less any expenses incurred by the insurer on medical examination of the insured persons and the stamp duty charges or;
  - b. where the risk has already commenced and the option of return of the policy is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
  - c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

