THE ORIENTAL INSURANCE COMPANY LIMITED

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

Issuing Office

UNIVERSAL HEALTH INSURANCE POLICY

UIN:IRDA/NL-HLT/OIC/P-H/V.I/44/14-15

Whereas, the Insured, designated in the Schedule hereto has by a proposal and declaration dated as stated in the Schedule 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.

SECTION I : Hospitalisation Expenses

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 Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient the Company will pay through TPA to the Hospital / Nursing Home 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/family (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 through TPA to the Hospital/ Nursing Home 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.

Hospitalisation Benefits		Limits
A	(i)Room, Boarding expenses as provided by the Hospital/Nursing Home (ii) If admitted in IC Unit	Upto to 0.5% of Sum Insured per day Upto 1% of Sum Insured per day
B	Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees, Nursing Expenses	Upto Rs.15% of Sum Insured per illness/ Injury
C	Anesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, drugs, Diagnostic material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, artificial limbs.	Up to 15% of Sum Insured per illness/Injury
D	Maternity Benefit – ONE CHILD ONLY (with 12 months waiting period)	Rs.2,500/- for normal delivery and Rs.5,000/- for caesarean delivery.

N.B:

a) Company's Liability in respect of all claims including Maternity Benefit admitted during the period of Insurance shall not exceed the Sum Insured of Rs.30,000/- per person or family as mentioned in the schedule)

b) Total expenses incurred for any one illness is limited to Rs.15000/- (other than Maternity Benefit)

c) The Policy is extended to include one Maternity Benefit with liability under the Section being restricted to Rs.2,500/- for normal delivery and Rs.5,000/- for caesarean delivery. A waiting period of 12 months from inception of the policy is applicable. The above amount would also cover the medical expenses incurred in respect of new born child upto 3 months. However, this benefit is within the overall limit of Sum Insured of Rs.30,000/-

d) Total expenses incurred for any one illness is limited to Rs.15, 000/-.

e) This benefit is available only once to an insured person during the currency of the policy or its subsequent renewals. i.e. only once during the life time of insured person.

2 DEFINITIONS :

2.1.1 **An accident** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

2.1.2 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 o f more than 24 hours.

NOTE: Treatment normally taken on an out-patient basis is not included in the scope o f this definition.

2.1.3 **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.

2.1.4 **Hospital** means any institution established for **institution established for inpatient care and day care treatment of illness and /or injury and which has been registered as a Hospital with the local authority under the Clinical Establishments (Registration and Regulation) Act 2010 or under the enactment** specified under schedule of Section 56(1) of the said act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- Has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
- 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.

2.1.5 **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

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

2.1.7 **Medical Practitioner** is 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 Homeopathy set up by Government of India or State Government and is thereby entitled to practice medicine within its jurisdiction: and is acting within the scope and jurisdiction of license.

2.1.7 **Medically Necessary treatment** is defined as any treatment, tests, medication, or stay in hospital or part o f 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 o f 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.

2.1.8 **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.

2.1.9 **Qualified Nurse** is a person who holds a valid registration from the Nursing Council o f India or the Nursing Council of any state in India

2.1.10 **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 .

2.1.11 **Surgical or surgical procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction o f deformities and defects, diagnosis and cure o f diseases, relief o f suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner

2.1.12 **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.**

2.1.13 **Hospitalisation** 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.

2.1.14 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.**

2.1.15 **Day Care Centre** means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with local authorities, where 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 record of patients and will make these accessible to the insurance company's authorized personnel..

2.1.16 **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.

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

2.1.18 **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 o f 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.

2.1.19 **Newborn Baby** means those babies born during the Policy Period and is aged between 1 day and 90 days, both days inclusive.

2.1.20 Maternity Expense shall include:

(a) Medical Treatment Expenses traceable to child birth (including complicated deliveries and caesarean sections incurred during hospitalization)

(b) Expenses towards lawful medical termination of pregnancy during the policy period.

2.1.21 **Hospital/Nursing Home'**, shall not include an establishment which is a place of rest, a place for the aged, a place for drug addiction or place of alcoholics, a hotel or a similar place.

2.1.22 **Expenses of Hospitalisation** for minimum period of 24 hours are admissible. However this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (Kidney Stone removal), D & C, Tonsillectomy taken in the Hospital/Nursing Home and the Insured is discharged on the same day. The treatment will be considered under Hospitalisation Benefit. This condition will also not apply in case of stay in Hospital of less than 24 hours provided

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

3.1.2. **Any one illness** means continuous Period of illness and it includes relapse within 60 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.

3.1.3. **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.

3.1.5 **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.

3.1.6 **Unproven/experimental treatment** means treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

3.1.7 **Contribution** means is essentially the right of an insurer to call upon other insurer liable to the same insured to share the cost of an indemnity claim on a retable proportion of sum insured with clause shall not apply to any benefit offered on fixed benefit basis.

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

4 Exclusions

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

4.1 Injury or disease directly or indirectly caused by or arising from or attributable to War , Invasion Act or Foreign Enemy Warlike operations (whether war be declared or not).

4.2 Circumcision unless necessary for treatment or a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to as accident or as part of any illness.

4.3 The cost of spectacles, contact lenses and hearing aids.

4.4 Any Dental treatment or surgery which is a corrective, cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalization for treatment.

4.5 Convalescence general debility `Run Down' condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury and use of intoxicating drugs / alcohol.

4.6 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotrophic Virus Type III (HTLB-III) or Lymphadinopathy Associated Virus (LAV) or the Mutants Derivative or variations Deficiency Syndrome or any Syndrome or condition or a similar kind commonly referred to as AIDS.

4.7 Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence of presence of any ailment, sickness or injury for which confinement is required at a Hospital/Nursing Home.

4.8 Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.

4.9 Injury or disease directly or indirectly caused by or contributed to by nuclear weapons/materials.

4.10 Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these including caesarean section.

4.11 Naturopathy treatment.

4.12 Treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

SECTION II: Coverage for Earning Head of the family as declared in the Schedule

A. If the Earning Head of the family shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means, and if such injury shall within six calendar months of its occurrence lead to death then the Company shall pay to the Insured a sum of Rs.25,000/-.

B. If the Earning Head of the family is hospitalized due to accident/ diseases/illness for which there is a valid claim admitted under Section I of the Policy then after a waiting period of three days the Company shall pay to the Earning Head of the family a compensation of Rs.50 per day from the fourth day of hospitalization upto a maximum of 15 days per policy period.

4. EXCLUSIONS:

4.13 Payment or compensation in respect of death 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.

4.14 Death arising directly or indirectly from or traceable to :

1. Intentional self injury, suicide or attempted suicide
2. Pregnancy or any complication in consequence thereof
3. 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.
4. Whilst under the influence of intoxication, liquor or drugs
5. Directly or indirectly caused by venereal diseases or insanity
6. Arising or resulting from the insured committing any breach of law with criminal intent.
7. War and war like perils, nuclear perils, radioactivity etc.

5. Conditions applicable to Sections –I & II:

5.1 Every notice of communication to be given or made under this policy shall be delivered in writing at the address of the TPA office as shown in the Schedule.

5.2 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 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.

5.3 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 TPA named in the Schedule immediately and in case of emergency within 24 hours of Hospitalization.

5.4 All supporting documents relating to the claim must be filed with 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.

5.5 The Insured person shall obtain and furnish the TPA with all original bills, receipts and other documents upon which a claim is based and shall also give the TPA such additional information and assistance as the TPA/Company may require in dealing with the Claim.

5.6 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.

5.7 In case of death of earning member of the family due to accident a post-mortem report must be submitted along with other documents of proof of death.

5.8 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.

5.9 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.

5.10 It will be 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.

5.11 It will be the right of an insurer to call upon other insurers, liable to the same insured, to share the cost o f an indemnity claim on a ratable proportion.

5.12 The Policy may be renewed be mutual consent. The Company shall not however be bound to give notice that it is due for renewal and the Company may 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 arise 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 up to the date of cancellation.

Period of risk	Rate of premium to be charged
Up to 1month	1/4 of the annual rate
Up to 3 months	1/2 of the annual rate
Up to 6 months	3/4 of the annual rate
Exceeding 6 months	Full annual rate

5.13 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.

5.14 If the TPA/Company 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.

5.15 All medical surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

5.16 Grace period of 15 days will be available 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. Coverage is not available for the period for which no premium is received.

5.17 Renewal of 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.

5.18 IRDA REGULATION NO. 5. This policy is subject to regulation 5 of IRDA (Protection of Policy Holder interest) regulation.

Claims Minimization Clause :
The Insured will at all times cooperate with a TPA / Company 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.

Premium Adjustment Clause :
If the Claim ratio exceeds 80% of the premium paid the renewal rate will be adjusted so as to ensure that the claims ratio remains within 80% of the premium paid. For arriving at the claims ratio, the first ten months will be taken into consideration and an average for the whole year will be taken and premium charged provisionally. The final adjustment if any, will be made at the end of 60 days in the new policy period after full incurred claims figures are available. In subsequent years the claim ratio will be taken on the average of 2 or 3 years as the case may be.

IMPORTANT
Free Look Period

All new individual Policy except those with tenure of less than a year 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.