# Health Insurance Aditya Birla Health Insurance Co. Limited

(A subsidiary of Aditya Birla Capital Ltd.)



# OPD Add-on - Policy Terms and Conditions

# I. PREAMBLE

The Add-on covers specified herein can only be purchased along with the Base Policy and cannot be bought in isolation or as a separate product.

This Policy has been issued on the basis of the Disclosure to Information Norm, including the information and declarations provided by You in respect of the Insured Persons in the Proposal Form and any other information or details submitted in relation to the Proposal Form.

This Policy is a contract of insurance between You and Us which is subject to the receipt and acceptance of premium in full by Us in respect of the Insured Persons, the terms, conditions and exclusions stated in this Policy for the Add-on covers below, and also the terms, conditions, exclusions and applicable endorsements of the Base Policy, as specified in the Policy/ Policy Schedule / Product Benefit Table of this Policy.

These Add-on covers shall be available only if the same are opted and specifically mentioned in the Policy Schedule.

If the Add-on covers is available in the Base Policy as optional cover then one can opt either of it.

Same Add-on covers are allowed to be taken with multiple Base Policies, subject to Underwriting.

Ilf any claim arising as a result of an Injury or Illness that occurs during the Policy Period becomes payable, then We shall pay the Benefits specified under this Policy in accordance with the terms, conditions and exclusions Specified in the Policy Schedule/ Product Benefit Table of this policy.

# II. DEFINITIONS

# A. Standard Definition

- 1. Accident: Means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 2. 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 is approved.
- 3. Condition Precedent: Means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 4. Disclosure to information norm: 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
- 5. 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
- 6. 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 its scope and jurisdiction of license.
- 7. Illness: A sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment
  - i. Acute condition 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
  - ii. Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
    - (a) It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
    - (b) It needs ongoing or long-term control or relief of symptoms
    - (c) It requires rehabilitation for the patient or for the patient to be specially trained to cope with it
    - (d) It continues indefinitely
    - (e) It recurs or is likely to recur
- 8. Injury: Means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 9. Inpatient Care: Means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- 10. Medical Advice: Means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- 11. Medical Expenses: Means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- 12. 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 its scope and jurisdiction of license.

- 13. Migration: Means the right accorded to health insurance policyholders (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.
- **14. Medically Necessary Treatment:** Medically necessary treatment means 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.
- 15. Network Provider: Means hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless facility.
- 16. Non- Network Provider: Means any hospital, day care centre or other provider that is not part of the network.
- 17. Notification of Claim: Means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- 18. OPD treatment: Means the 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.
- 19. 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.
- 20. 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.
- 21. Renewal: Means 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

# B. Specific Definition

- 22. Age or Aged: Shall mean the completed age as on last birthday, and which means completed years as at the Policy Start date.
- 23. Annexure: A document attached and marked as Annexure to this Policy.
- 24. Add-on covers: Benefits as specified in Section III of this Policy terms and conditions.
- 25. Base Policy: Retail Indemnity Health Insurance issued by Us including its terms and conditions, any annexure thereto and the Policy Schedule (as amended from time to time), the information statements in the proposal form and the Policy wording (including endorsements, if any) and to which this Add-on cover is attached
- 26. Benefit: : Any benefit shown in the Policy Schedule/ Product Benefit Table.
- 27. Dependent Child: Shall mean a child (natural or legally adopted or stepchild), who is financially dependent on You and does not have his / her independent source of income, is up to the Age of 25 years.
- 28. Diagnosis: Shall means diagnosis by a Medical Practitioner, supported by clinical, radiological, histological, histo-pathological and laboratory evidence and also surgical evidence wherever applicable.
- 29. Empanelled Service Providers: Service provider (Doctor's clinic, Diagnostic centre, Medicine, Drug vendor, medical service Provider and Home care treatment provider) enlisted by Us, TPA or jointly by Us and TPA to provide OPD medical services to an insured by a cashless facility.
- 30. Expiry Date: Date on which this Add-on expires as specified in the Policy Schedule.
- **31. Family Floater Policy:** A policy named as a Family Floater Policy in the Policy Schedule under which the family Members named as Insured Persons in the Policy Schedule are covered. The relationships covered in a Family Floater Policy are as follows:
  - 1. Self
  - 2. legally married spouse as long as they continue to be married
  - 3. Dependent Children (up to 4) (i.e. natural or legally adopted) between the age 3 months to 25 years
- **32.** Individual Policy: Policy named as an Individual Policy in the Policy Schedule or Certificate of Insurance under which one or more persons are covered as Insured Persons.
- **33.** Insured Person: Person(s) named in the Policy Schedule who is/are covered under this Policy and in respect of whom the appropriate premium has been received.
- 34. IRDAI: The Insurance Regulatory and Development Authority of India.
- **35.** Material facts: 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
- **36.** Monthly Premium: Shall mean the applicable annual premium with respect to the Insured Person(s) split in 12months in equal proportion only for the purpose of calculation of Benefit under this Policy
- **37. Policy:** Policy document containing the terms and conditions, the Proposal Form, Policy Schedule, Add-On Benefits as specified herein and any Annexures which form a part of this and the Base Policy, including endorsements, as amended from time to time which shall form a part of the Policy and shall be read together.
- **38.** Policy Period: The period between the Start Date and the Expiry Date as specified in the Policy Schedule or the date of cancellation of this Policy, whichever is earlier.

- **39.** Policy Schedule: Schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits/Add-ons under the Policy are subject to, including any Annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- 40. Policy Year: Period of 12 consecutive months commencing from the Start Date.
- 41. Start Date: The inception date of the add-ons specified under this Policy as specified in the Policy Schedule.

#### 42. Sum Insured:

- i) For an Individual Policy, the amount specified in the Policy Schedule against an Insured Person which is Our maximum, total and cumulative liability for any and all claims arising during a Policy Year in respect of that Insured Person.
- ii) For a Family Floater Policy, the amount specified in the Policy Schedule which is Our maximum, total and cumulative liability for any and all claims arising during a Policy Year in respect of any and all Insured Persons.
- **43. Specialist Medical Practitioner:** Means a medical practitioner holding specialized qualification and having additional specialized expertise in any one or more types of medicine, including Gynaecology, Orthopaedic, Paediatrics, Ophthalmologist, Physiotherapist, Nutritionist.
- **44.** Third Party Administrator (TPA): A Company registered under the IRDAI (Third Party Administrators Health Services) Regulations 2016 (as may be amended, replaced or modified) by the IRDAI, and is engaged by an insurer, for a fee or by whatever name called and as may be mentioned in the health services agreement, for providing health services. The updated list of TPAs (along with complete address and contact numbers) shall be Available on Our website.
- **45. Waiting Period:** Time bound exclusion period related to condition(s) specified in the Policy Schedule or Certificate of Insurance or Policy which shall be served before a claim related to such condition(s) becomes admissible
- 46. We/Our/Us means Aditya Birla Health Insurance Company Limited.
- 47. You/Your/Policyholder means the person named in the Policy Schedule as the policyholder and who has concluded this Policy with Us.

# III. BENEFIT

Benefits under Section III are subject to the terms and conditions under this Policy. The Sum Insured and/or the sub-limit for each Benefit shall be specified against that Benefit in the Policy Schedule / Product Benefit Table of this Policy.

This Add-on is available only on Individual Basis irrespective of Base Policy Type

# 1) OPD Cover

# What is covered

The Benefits listed below shall be available to all Insured Persons in accordance with the Plan opted for and procedures set out in this Policy wording.

# a) Physical Outpatient Consultations:

We shall indemnify charges incurred by the Insured Person towards the Medically Necessary out-patient consultations from a General Medical Practitioner and/or Specialist Medical practitioner as per the Plan opted on cashless basis within Our Empanelled Service Provider in relation to any Illness or Injury diagnosed during the Policy period.

# b) Virtual Consultation- Tele-Consultation / Video-Consultation:

We shall indemnify charges incurred by the Insured Person towards the Medically Necessary Virtual consultations as per the Plan opted on cashless basis within Our Empanelled Service Provider in relation to any Illness or Injury diagnosed during the Policy period.

For the purpose of this benefit Virtual consultation shall mean consultation provided by a Medical Practitioner or Health care professional through telephone as Tele-consultation or/and via Video as Video-consultation.

Specialist Medical Practitioner: Means a medical practitioner holding specialized qualification and having additional specialized expertise in any one or more types of medicine, including Gynaecology, Orthopaedic, Paediatrics, Ophthalmologist, Physiotherapist, Nutritionist.

**General 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 its scope and jurisdiction of license.

# Conditions:

- (i) All Benefits under this Add-on can be availed only on cashless basis via our mobile application and are subject to the terms and conditions, of this Add-on.
- (ii) All services shall be provided through our Empanelled Service Provider subject to availability at the time of appointment.
- (iii) Any unutilized physical specialist consultations cannot be carried forward to the next policy year.
- (iv) Choosing the services under this Add-on is purely upon the Insured Person's own discretion and if obtained, it is the Insured Person's sole and absolute discretion to follow the suggestion for any advice related to his/her health.
- (v) The Insured Person(s) should seek assistance/second opinion from a medical practitioner should they still have any concerns about their health even post availing services from empanelled service providers.
- (vi) In no event shall We be liable for any direct, indirect, punitive, incidental, special, or consequential damages or any other damages whatsoever caused to You/Insured Person while receiving the services from any Medical Practitioners in empanelled service providers or arising out of or in relation to any opinion, advice, prescription, actual or alleged errors, omissions and representations made by such Medical Practitioner.
- (vii) All claims under this Add-on shall be paid in accordance with the procedure set out in Section VI (Claim Procedure).

### Benefit under OPD Add-on includes:

Option 1	a) Unlimited Physical Outpatient consultations given by a General Medical Practitioner in relation to any Illness/Injury suffered by the Insured Person during the Policy period.
Option 2	a) Unlimited Physical Outpatient consultations given by a General Medical Practitioner in relation to any Illness/ Injury suffered by the Insured Person during the Policy period.
	b) Unlimited virtual consultation given by a Medical Practitioner for any illness/injury suffered by the insured person during the policy period For the purpose of this Benefit virtual consultation shall mean consultation provided by a General Medical Practitioner through tele or video mode.
Option 3	a) Unlimited Physical Outpatient consultations given by a General Medical Practitioner in relation to any Illness/ Injury suffered by the Insured Person during the Policy period.
	b) Unlimited virtual consultation given by a Medical Practitioner for any illness/injury suffered by the insured person during the policy period.
	For the purpose of this Benefit virtual consultation shall mean consultation provided by a Medical Practitioner through tele or video mode.
	c) 2 Physical Specialist Consultations (Gynaecology, Orthopaedic, Paediatrics, Ophthalmologist, Physiotherapist, Nutritionist) in Network of empanelled service provider referred/prescribed by General Practitioner in relation to any illness or injury suffered by the insured person during the policy period.

Insured can use Our mobile application for scheduling an appointment for availing services Covered under this benefit.

# IV. EXCLUSIONS

Waiting Periods and Permanent Exclusions including Co-pay's applicable on the Base Policy shall not apply to this Add-on.

# V. GENERAL TERMS & CONDITIONS

### A. Standard General terms & Conditions

# 1. 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 Facts by the Policyholder.

# 2. 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.

# 3. Complete Discharge

Any payment to the Policyholder, Insured Person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

# 4. Multiple Policies

- (1) In case of multiple policies taken by an Insured Person during a period from one or more insurers to indemnify treatment costs, the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the Insured Person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- (2) Insured Person having multiple policies shall also have the right to prefer claims under this Policy for the amounts disallowed under any other policy / policies even if the Sum Insured is not exhausted. Then the Company shall independently settle the claim subject to the terms and conditions of this Policy.
- (3) If the amount to be claimed exceeds the Sum Insured under a single policy, the Insured Person shall have the right to choose insurer from whom he/she wants to claim the balance amount.

  Where an Insured Person has policies from more than one insurer to cover the same risk on indemnity basis, the Insured Person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.

# 5. Frauc

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 and the premium paid shall be forfeited.

Any amount already paid against claims made under this Policy but which are found fraudulent later shall be repaid by all recipient(s)/Policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the Company.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent or the hospital/doctor/any other party acting on behalf of the Insured Person, with intent to deceive the Company or to induce the Company 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 claim and / or forfeit the Policy benefits 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 misstatement of or suppression of material fact are within the knowledge of the Company.

### 6. Cancellation

### 1. Cancellation by You

The Policyholder may cancel this Policy by giving 15 days written notice and in such an event, the Company shall refund premium for the unexpired Policy Period as detailed in below grid

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.

In force Period-Up to	Refund			
iii force Period-Op to	1 Year	2 Year	3 Year	
1 Month	75.00%	85.00%	90.00%	
3 months	50.00%	75.00%	85.00%	
6 months	25.00%	60.00%	75.00%	
12 months		50.00%	60.00%	
15 months	NIL	30.00%	50.00%	
18 months		20.00%	35.00%	
24 months		NIL	30.00%	
30 months			15.00%	
30+ months			NIL	

### 2. Automatic Cancellation:

a. Individual & Family Policy:

The Policy shall automatically terminate on the death of all Insured Persons.

c. Refund:

A refund in accordance with the grid above shall be payable if there is an automatic cancellation of the Policy provided that no claim has been filed under the Policy by or on behalf of any Insured Person.

#### 3. Cancellation by Us:

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 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

#### 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 atleast 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/frmGuidelines\_Layout.aspx?page=PageNo3987&flag=1]

# 7. 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/frmGuidelines\_Layout.aspx?page=PageNo3987&flag=1]

# 8. Renewal of Policy

The Policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the Insured Person.

- (i) The Company shall endeavor to give notice for Renewal. However, the Company is not under obligation to give any notice for Renewal.
- (ii) Renewal shall not be denied on the ground that the Insured Person had made a claim or claims in the preceding Policy Years.
- (iii) Request for Renewal along with requisite premium shall be received by the Company before the end of the Policy Period.
- (iv) At the end of the Policy Period, the Policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the Grace Period.
- (v) No loading shall apply on Renewals based on individual claims experience.

# 9. Withdrawal of Policy

- (i) In the likelihood of this product being withdrawn in future, the Company will intimate the Policy holder about the same 90 days prior to expiry of the Policy.
- (ii) Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as Cumulative Bonus, waiver of waiting period. as per IRDAI guidelines, provided the Policy has been maintained without a break.

# 10. Moratorium Period

After completion of eight continuous years under the Policy, no look back would 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 with Us and subsequently completion of eight continuous years would be applicable from date of enhancement of Sum 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 Policy would however be subject to all limits, sub limits, co-payments as per the terms and conditions of the Policy contract

# 11. Premium Payment in instalments

If the Insured Person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in the Policy Schedule/Certificate of Insurance, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the Policy)

- (I) Grace Period of 15 days would be given to pay the instalment premium due for the Policy.
- (ii) During such Grace Period, coverage will not be available from the due date of instalment premium till the date of receipt of premium by Company.
- (iii) The Insured Person will get the accrued continuity benefit in respect of the "Waiting Periods", "Specific Waiting Periods" in the event of payment of premium within the stipulated Grace Period.
- (iv) No interest will be charged If the instalment premium is not paid on the due date
- (v) In case of instalment premium due not received within the Grace Period, the Policy will get cancelled.
- (vi) In the event of a claim, all subsequent premium instalments shall immediately become due and payable.

The Company has the right to recover and deduct all the pending instalments from the claim amount due under the Policy.

# 12. Possibility of Revision of Terms of the Policy including Premium rates

The Company, with prior approval of IRDAI, may revise or modify the terms of the Policy including the premium rates. The Insured Person shall be notified three months before the changes are effected.

### 13. Free Look Period

The free look period shall be applicable on new individual health insurance policies and not on Renewals or at the time of porting/migrating the Policy

The Insured Person shall be allowed free look period of fifteen days (30 days in case of contracts with a term of 3 years, offered over distance marketing mode) from 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 Person has not made any claim during the free look period, the Insured Person shall be entitled to

- i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the Insured Person 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 Person, a deduction towards the proportionate risk premium for period of cover or
  - Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

# 14. Redressal Procedure

In case of a grievance, You can contact Us with the details through:

Our website: https://www.adityabirlahealth.com/healthinsurance

Toll Free: 1800 270 7000

Email: care.healthinsurance@adityabirla.com

Address: Aditya Birla Health Insurance Co. Limited 9th Floor, Tower 1, One World Centre, Jupiter Mills Compound, 841, Senapati Bapat Marg, Elphinstone Road, Mumbai 400013

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.

For updated details of grievance officer, kindly refer the link <a href="https://www.adityabirlacapital.com/healthinsurance/#!/homepage">https://www.adityabirlacapital.com/healthinsurance/#!/homepage</a>

For senior citizens, please contact Our respective branch office or call at 1800 270 7000 or write an e- mail at seniorcitizen.abh@adityabirla.com

The Insured Person/Policyholder can also walk-in and approach the grievance cell at any of Our branches. If in case the Insured Person/Policyholder is not satisfied with the response then they can contact Our Head of Customer Service at the following email <a href="mailto:headcustomercare.abh@adityabirla.com">headcustomercare.abh@adityabirla.com</a>

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 as per Insurance Ombudsman Rules 2017. The contact details of the Ombudsman offices are provided on Our website and in this Policy at Annexure III.

Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://www.igms.irdai.gov.in/

# 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. 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 the Company's liability under the Policy.

# 16. Claim Settlement (Provision for Penal Interest)

- a. 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.
- b. 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.
- c. However, where the circumstances 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.
- d. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "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)

# B. Specific General terms & Conditions

### 17. Material Change

Material information to be disclosed includes every matter that You are aware of, or could reasonably be expected to know, that relates to questions in the Proposal Form and which is relevant to Us in order to accept the risk of insurance and if so on what terms. You must exercise the same duty to disclose those matters to Us before the Renewal, extension, or endorsement of the contract and communicate the same to Us in the Change Request form. The Policy terms and conditions will not be altered.

# 18. Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective or valid unless approved in writing by Us, which approval shall be evidenced by a written endorsement, signed and stamped by Us.

#### 19. No Constructive Notice

Any knowledge or information of any circumstance or condition in relation to the Policyholder/ Insured Person which is in Our possession and not specifically informed by the Policyholder / Insured Person shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

### 20. Records to be maintained

You or the Insured Person, as the case may be shall keep an accurate record containing all relevant medical records and shall allow Us or Our representative(s) to inspect such records. You or the Insured Person as the case may be, shall furnish such information as may be required by Us under this Policy at any time during the Policy Period and up to three years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under this Policy.

#### 21. Grace Period

The Policy may be renewed by mutual consent and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy. We will not be liable to pay for any claim arising out of an Illness/ Injury/ Accident/ Condition that occurred during the Grace Period. The provisions of Section 64VB of the Insurance Act shall be applicable. All policies Renewed within the Grace Period shall be eligible for continuity of cover. If the Policy is not Renewed within the Grace Period then We may agree to issue a fresh Policy subject to Our underwriting guidelines and no continuity of benefits shall be available from the expired Policy.

# 22. Communications & Notices

Any communication or notice or instruction under this Policy shall be in writing and will be sent to:

- i. The Policyholder's, at the address/e-mail ID as specified in the Policy Schedule /Proposal Form or provided to Us by the Policyholder/Insured Person
- ii. To Us, at the address specified in the Policy Schedule.
- iii. No insurance agents, brokers, other person or entity is authorised to receive any notice on the behalf of Us unless explicitly stated in writing by Us.

### 23. Electronic Transactions

You agree to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirms that all transactions effected facilities for conducting remote transactions such as the internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and/or claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.

Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to You. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated / confirmed by You.

# 24. Policy Dispute

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

# 25. Assignment

As per the Base Policy

# 26. Territorial Jurisdiction

All benefits are available in India only and all claims shall be payable in India in Indian Rupees only.

# VI. CLAIMS PROCESS FOR OPD ADD-ON

- 1. The Insured Person will have to download the mobile application. Post download the insured person will have to complete the registration process and login to the home page.
- 2. On the home page, the Insured person will have to go to visit the outpatient service section to avail the service.

A schematic representation of the claims process is as below



