National Insurance Company Limited
Regd. Office 3, Middleton Street, Post Box 9229, Kolkata 700 071
CIN - U10200WB1906GOI001713 IRDA Regn. No. - 58

Critical Illness insurance Policy

1 Recital clause

Whereas the insured person 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 National insurance company Ltd., (herein after called the company) for the insurance herein after set forth in respect of person(s) named in the schedule hereto (herein after called the insured person) and has paid premium as consideration for such insurance.

2 Operative clause

Now the policy witnesses that, subject to the terms, definition, exclusions and conditions contained herein or endorsed or otherwise expressed hereon, the company undertakes that if during the policy period stated in the schedule or during the continuance of the policy by renewal, any insured person being diagnosed, as suffering from a critical illness as described below, symptoms (and/or the treatment) of which were not present in such insured person at any time prior to inception of this policy, the company shall pay to the insured person, the sum insured as mentioned in the schedule.

3 Definitions

3.1 Contract means prospectus, proposal, policy, policy schedule, and declaration given by the insured person constitute the contract of the policy. Any alteration with the mutual consent of the insured person and the insurer can be made only by a duly signed and sealed endorsement on the policy.

3.2 Critical illness means stroke resulting in permanent symptoms, cancer of specified severity, kidney failure requiring regular dialysis, major organ/ bone marrow transplant, multiple sclerosis with persisting symptoms and open chest CABG (Coronary Artery Bypass Graf) as mentioned in the policy.

Critical illness also includes permanent paralysis of limbs and blindness if mentioned in the schedule.

3.2.1 Stroke resulting in permanent symptoms
Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 (three) months has to be produced.

The following are not covered
i. Transient ischemic attacks (TIA)
ii. Traumatic injury of the brain
iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

3.2.2 Cancer of specified severity
A malignant tumour characterised by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy and confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

The following are not covered
i. Tumours showing the malignant changes of carcinoma in situ and tumours which are histologically described as premalignant or non invasive, including but not limited to Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
ii. Any skin cancer other than invasive malignant melanoma
iii. All tumours of the prostate unless histologically classified as having a Gleason score greater than 6 (six) or having progressed to at least clinical TNM classification T2N0M0.
iv. Papillary micro - carcinoma of the thyroid less than 1 (one) cm in diameter
v. Chronic lymphocyctic leukaemia less than RAI stage 3 (three)
vi. Microcarcinoma of the bladder
vii. All tumours in the presence of HIV infection.

3.2.3 Kidney failure requiring regular dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

3.2.4 Major organ/ Bone marrow transplant

The actual undergoing of a transplant of:

i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or

ii. Human bone marrow using haematopoietic stem cells.

The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are not covered

i. Other stem-cell transplants

ii. Where only islets of langerhans are transplanted

3.2.5 Multiple Sclerosis with persisting symptoms

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

i. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;

ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.

The following are not covered

Other causes of neurological damage such as SLE and HIV.

3.2.6 Open chest CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/ are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist medical practitioner.

The following are not covered

i. Angioplasty and/or any other intra-arterial procedures

ii. Any key-hole or laser surgery.

3.3 Contribution means the right of an company to call upon other insurers, liable to the same insured, to share the cost o f an indemnity claim on a ratable proportion.

3.4 Diagnosis means diagnosis by a medical practitioner, supported by clinical, radiological, and histological and laboratory evidence, acceptable to the Company.

3.5 Grace period means 30 (thirty) days immediately following the premium due date during which a payment can be made to renew or continue the policy in force without loss of continuity benefits such as waiting period. Coverage is not available for the period for which no premium is received.

3.6 Insured person means person(s) named in the schedule of the policy.

3.7 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 the licence.

3.8 Notification of claim means the process o f notifying a claim to the company or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

3.9 Policy period means period of one year as mentioned in the schedule for which the policy is issued.

3.10 Sum insured means the sum insured as mentioned in the schedule. The sum insured represents maximum liability of the company for each insured person for a claim during the policy period.

3.11 Survival period means survival of 30 (thirty) days immediately following the critical illness diagnosis.

3.12 Waiting period means a period from the inception of the first policy during which benefits are not available.

4 Exclusions

4.1 Waiting period
No claim will be payable, if a critical illness as specified in the policy incepts or manifests during the first 90 (ninety) days of the inception of the policy.

4.2. Pre existing condition
The company shall not be liable for a critical illness and/or its symptoms (and/or the treatment) of which were present in the insured person at any time before inception of the policy or the date on which cover was granted to such insured person, or which manifest themselves within a period of 90 (ninety) days from such date, whether or not the insured person had knowledge that the symptoms or treatment were related to such critical illness. In the event of any interruption in cover, the terms of this exclusion will apply as new from recommencement of cover.

4.3 Smoking
No claim will be payable if the insured person smokes 40 (forty) or more cigarettes / cigars or equivalent tobacco intake in a day.

4.4 The company shall not pay any benefit to any insured person who suffers a critical illness which arises or is caused by or associated with:

4.4.1 Non Prescribed drug
The ingestion of drugs other than those prescribed by a practicing and duly qualified member of the medical profession.

4.4.2 Drug addiction
The ingestion of medicines, prescribed or not, for treatment of drug addiction and any treatment relating to drug addiction.

4.4.3 Suicide
Any attempt by the insured person at suicide or any, injury, which is self inflicted or in any manner willfully caused by or on behalf of the insured person.

4.4.4 AIDS, HIV
AIDS (Acquired Immunodeficiency Syndrome) or HIV (Human Immunodeficiency Virus). AIDS and HIV will be interpreted as broadly as possible so as to include all or any mutants, derivatives or variations thereof. The onus will always be on the insured person to show that any event was not caused by or did not arise through AIDS or HIV.

4.4.5 Radioactivity
Any illness or injury directly or indirectly caused by or contributed to by nuclear weapons/materials or contributed to by or arising from ionising radiation or contamination by radioactivity by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

4.4.6 War group perils
War, invasion, act of foreign enemy, hostilities, civil war, rebellion, revolution, insurrection, mutiny, military, or usurped power, seizure, capture, arrest, restraints and detainment of all kings, Princes and People of whatever nation condition or quality whatsoever.

5 Conditions

5.1 Disclosure of information
The policy shall be void and all premium paid hereon shall be forfeited to the company, in the event of mis-representation, mis-description or non-disclosure of any material fact.

5.2 Claim Procedure

5.2.1 Notification of claim
Upon detection of any critical illness, which may give rise to a claim under this section, notice with full particulars shall be sent to the company within 15 (fifteen) days from the date of diagnosis of the disease.

5.2.2 Documents
Claim documents as mentioned hereunder must be submitted to the company after 30 (thirty) days from the date of diagnosis of the disease.

i. Discharge summary/ Doctor's certificate confirming diagnosis of the critical illness along with date of diagnosis.
ii. Pathological/Radiological/ other diagnostic test reports confirming the diagnosis of the critical illness.
iii. Any other documents required by the company

5.2.3 Claim Settlement

i. On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 30 (thirty) days offer a settlement of the claim to the insured.
ii. If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured person in writing and within a period of 30 (thirty) days from the receipt of the final document(s) or investigation report (if any), as the case may be.
iii. Upon acceptance of an offer of settlement as stated above by the insured, the payment of the amount due shall be made within 7 (seven) days from the date of acceptance of the offer by the company.
iv. In the cases of delay in the payment, the company shall pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is paid.

5.2.4 All Certificates, information and evidence required by the company shall be furnished in the form prescribed and without expense to the Company. The insured person shall submit to medical examination on behalf of and at the expense of the company as often as shall be required in connection with any claim.

Waiver
Time limit for claim notification and submission of documents may be waived in cases where it is proved to the satisfaction of the company, that the circumstances under which insured person was placed, it was not possible to intimate the claim/submit the documents within the prescribed time limit.

5.3 Restricted cover
The amount payable for Open chest CABG shall be limited to 20% of the sum insured.

5.4 Payment of claim
All claims under the policy shall be payable in Indian currency through NEFT/ RTGS only.

5.5 Survival Period
The insured person needs to survive for 30 (thirty) days after the diagnosis of the critical illness in order to make a claim.

5.6 Critical illnesses, must be confirmed by a medical practitioner appointed by the company and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the company.

5.7 The company shall compensate the insured person on behalf of the insured person only once in respect of any particular critical illness.

5.8 Nomination
The insured is mandatorily 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.
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 case of any insured person other than the insured under the policy, for the purpose of payment of claims in the event of death, the default nominee would be the insured.
No assignment of this policy or the benefits there under shall be permitted.

5.9 Contribution
In case of multiple policies which provide fixed benefits, on the occurrence of the insured event in accordance with the terms and conditions of the policies, the company shall make the claim payments independent of payments received under other similar polices.

5.10 Cessation of cover
The cover under the policy will cease upon payment of the sum insured on the happening of a critical illness and no further payment will be made for any consequent disease or any dependent disease or **any other critical illness**.

5.11 Fraud
The company shall not be liable to make any payment under the policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the insured person or by any other person acting on his behalf.

5.12 Cancellation
The company may at any time cancel the policy (on grounds of fraud, moral hazard, misrepresentation or noncooperation) by sending the insured person 30 (thirty) days notice by registered letter at insured person person's last known address and in such event the company shall not allow any refund.

The insured person may at any time cancel the policy and in such an event the company shall allow refund of premium after charging premium at company's short period rate mentioned below provided no claim occurred up to the date of cancellation.

Minimum Premium Chargeable	
If policy was in force for 30 days	25 %
If policy was in force for 90 days	50 %
If policy was in force for 180 days	75 %
If policy was in force for 240 days and above	100 %

No premium will be refunded on cancellation if a claim in reported under the Policy.

5.13 Multiple policies
5.13.1 The insured person must give at least 30 (thirty) days' notice to the company of his intention to effect another policy (by any other name) covering the critical illness to be issued by another Insurer before effecting such cover. Failure to give such notice shall render the policy liable to be cancelled or the benefits under the policy shall be forfeited.

5.13.2 An insured person shall not be covered under more than one critical illness insurance policy issued by the Company. In the event that an insured person is covered under more than one such insurance policy, the company shall only pay under one insurance and will refund any duplicated premium, which may have been paid by or on behalf of the insured person.

5.14 Renewal of policy
This policy will be valid for the period mentioned in the Schedule. The policy may be renewed by mutual consent. The company is not bound to give notice that it is due for renewal. Renewal of the policy cannot be denied other than on grounds of fraud, moral hazard, misrepresentation or noncooperation. In the event of break in the policy a grace period of 30 (thirty) days is allowed. Coverage is not available during the grace period.

5.15 Disclaimer
If the company shall disclaim liability to the insured person for any claim hereunder and if the insured person shall not within 12 (twelve) 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.

5.16 Territorial jurisdiction
All disputes or differences under or in relation to the policy shall be determined by the Indian court and according to Indian law.

5.17 Withdrawal of Product
In case the policy is withdrawn in future, the company shall provide the option to the insured person to switch over to a similar policy at terms and premium applicable to the new policy.

5.18 Revision of terms of the policy
The company, in future, may revise or modify the terms of the policy including the premium rates based on experience. The insured person shall be notified three months before the changes are effected.

5.19 Free look period
The insured person is allowed a period of 15 (fifteen) days from date of receipt of policy to review the terms and conditions of the policy, and to return the same if not acceptable.
If the insured person has exercised the option of free look period and 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 on cover

The free look provision is not applicable to renewal of the policy.

6 Redressal of grievance
In case of any grievance relating to servicing the policy, the insured person may submit in writing to the policy issuing office or regional office for redressal. If the grievance remains unaddressed, insured person may contact Customer Relationship Management Dept., National insurance company Limited, Chhabildas towers, 6A, Middleton Street, Kolkata - 700071.
If the insured person is not satisfied, the grievance may be referred to "Health insurance Management Dept.", National insurance company Limited, 3 Middleton Street, Kolkata - 700071.

The insured person can also approach the office of insurance Ombudsman of the respective area/region for redressal of grievance.

7 Add on
Whereas the insured by a proposal and declaration, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to National Insurance Company Limited (herein called the Company) for the insurance herein after set forth and has paid the premium as consideration for such insurance in respect of the insured person as mentioned in the schedule.

Subject otherwise to the terms, definitions, exclusions, and conditions of the policy, critical illness is extended to include the following.

7.1 Permanent paralysis of limbs
Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 (three) months.

7.2 Blindness
Total and permanent loss of sight in both eyes due to accident or sickness.