

**Universal Health  
Insurance Policy (APL)  
IRDA/NL-HLT/NIA/P-H/V.I/337/13-14**

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- 1.0** 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 THE NEW INDIA ASSURANCE COMPANY LIMITED (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.
- 1.1** 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 defined) or sustain any Injury (hereinafter defined) and if such Illness or Injury shall require any such Insured person upon the advice of a duly qualified Medical Practitioner (hereinafter defined) or of a duly qualified Surgeon to incur Hospitalisation Expenses for Medical/Surgical treatment at any Hospital in India as herein defined as an Inpatient the Company will pay through TPA to the Hospital or Insured person the amount of such expenses subject to limits as are Reasonably and Customarily and Medically 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.
- 1.2** In the event of any claim becoming admissible under this scheme, the company will pay 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 Customarily and Medically necessarily incurred thereof by or on behalf of such insured person.
- 2.0 COVERAGES**  
**SECTION I: Hospitalisation Expenses**

<b>Hospitalisation Benefits</b>		<b>Limits</b>
A	(i) Room, Boarding expenses as provided by the Hospital/Nursing Home (ii) If admitted in IC Unit	i) Upto to 0.5% of Sum Insured per day ii) Upto 1% of Sum Insured per day
B	Surgeon, Anesthetist, 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

N.B. (a) Total expenses incurred for Any one Illness is limited to Rs.15,000/-.

(b) Company's liability in respect of all claims admitted during the period of Insurance shall not exceed the Sum Insured of Rs.30000/- per person or family as mentioned in the Schedule.

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

If the Earning Head of the family shall sustain any bodily injury resulting solely and directly from accident caused by external, 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/-.

## **SECTION III: Disability Compensation for earning Head of the Family**

Disability compensation at the rate of Rs. 50/- per day up to maximum of period of 15 days in a policy year with a time excess of 3 days is payable 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.

### **3.0 DEFINITIONS**

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

**3.2 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 may have been taken.

**3.3 CANCELLATION:** Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days.

**3.4 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.

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

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

**3.6.1 CONGENITAL INTERNAL ANOMALY** means a Congenital Anomaly which is not in the visible and accessible parts of the body.

**3.6.2 CONGENITAL EXTERNAL ANOMALY** means a Congenital Anomaly which is in the visible and accessible parts of the body

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

**3.8 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 ratable proportion.

**3.9 DAY CARE TREATMENT:** Day care treatment refers to medical treatment, and/or Surgical Procedure which is:

- Undertaken under General or Local Anesthesia in a Hospital/Day Care Centre in less than 24 hrs because of technological advancement, and
- Which would have otherwise required a Hospitalisation of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

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

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

**3.12 DOMICILIARY HOSPITALISATION:** Domiciliary Hospitalisation means medical treatment for an Illness/Injury which in the normal course would require care and treatment at a Hospital but is actually taken while confined at home under any of the following circumstances:

- The condition of the patient is such that he/she is not in a condition to be removed to a Hospital, or
- The patient takes treatment at home on account of non-availability of room in a Hospital.

**3.13 HOSPITAL:** A hospital means any institution established for Inpatient 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 Establishment (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 as under:

- has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- has qualified nursing staff under its employment round the clock;
- has qualified medical practitioner (s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out
- maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

**3.14.1 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.

Dialysis	Chemotherapy
Radiotherapy	Eye Surgery
Lithotripsy (kidney stone removal)	D & C
Tonsillectomy	

**OR** any other Surgeries / Procedures agreed by TPA/COMPANY which require less than 24 hours Hospitalisation due to subsequent advancement in Medical Technology.

**Note:** Procedures/treatments usually done in outpatient department are not payable under the Policy even if converted as an Inpatient in the Hospital for more than 24 consecutive hours.

**3.14.2 DAY CARE CENTRE:** A 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 the local authorities, wherever applicable, and is under supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under:

- 1) has qualified nursing staff under its employment;
- 2) has qualified Medical Practitioner/s in charge;
- 3) Has a fully equipped operation theatre of its own where Surgical Procedures are carried out;
- 4) Maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

**3.15 ILLNESS:** 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.

**3.16 INJURY:** 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.

**3.17 INPATIENT CARE:** Inpatient Care means treatment for which the insured person has to stay in a Hospital for more than 24 hours for a covered event.

**3.18 INSURED PERSON** means You and each of the others who are covered under this Policy as shown in the Schedule.

**3.19 INTENSIVE CARE UNIT (ICU)** means an identified section, ward or wing of a Hospital which is under the constant supervision of a dedicated Medical Practitioner, 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.

**3.20 MATERNITY EXPENSES:** Maternity expense shall include:

- a. Medical Treatment Expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during Hospitalisation),
- b. Expenses towards lawful medical termination of pregnancy during the Policy Period.

**3.21 MEDICAL ADVICE:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

**3.22 MEDICAL EXPENSES:** Medical Expenses means those expenses that an Insured Person has

necessarily and actually incurred for medical treatment on account of Illness or Injury 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.

**3.23 MEDICALLY NECESSARY** treatment is defined as any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which

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

**3.24 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 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 his license.

Note: The Medical Practitioner should not be the insured or close family members.

**3.25 NETWORK HOSPITAL:** All such Hospitals, Day Care Centers or other providers that the Insurance Company / TPA have mutually agreed with, to provide services like cashless access to policyholders. The list is available with the insurer/TPA and subject to amendment from time to time.

**3.26 NON-NETWORK HOSPITAL:** Any Hospital, Day Care centre or other provider that is not part of the Network.

**3.27 OPD TREATMENT:** 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 Inpatient.

**3.28 PERIOD OF INSURANCE** means the period for which this Policy is taken as specified in the Schedule.

**3.29 PRE-EXISTING CONDITION/DISEASE:** Any condition, ailment or Injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months prior to the first policy issued by the insurer.

**3.30 PRE-HOSPITALISATION MEDICAL EXPENSES** mean Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:

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

**3.31 POST-HOSPITALISATION MEDICAL EXPENSES** mean Medical Expenses incurred immediately after the Insured Person is discharged from the Hospital provided that:

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

**3.32 PORTABILITY:** Portability means the right accorded to an individual health insurance policy holder (including family cover) to transfer the credit gained by the insured for Pre-Existing Condition/Disease and time bound exclusions if the policyholder chooses to switch from one insurer to another insurer or from one plan to another plan of the same insurer, provided the previous policy has been maintained without any break.

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

**3.34 REASONABLE AND CUSTOMARY CHARGES:** 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 .

**3.35 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 all waiting periods.

**3.36 ROOM RENT:** Room Rent means the amount charged by a Hospital for the occupancy of a bed per day (twenty four hours) basis and shall include associated medical expenses.

**3.37 SUM INSURED** is the maximum amount of coverage opted for each Insured Person and shown in the Schedule.

**3.38 SURGERY** means manual and / or operative procedure (s) required for treatment of an Illness or Injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital or Day Care Centre by a Medical Practitioner.

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

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

#### **4.0 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 PRE-EXISTING DISEASES/CONDITION BENEFITS** will not be available for any condition(s) as defined in the policy, until 48 months of continuous coverage have elapsed, since inception of the first policy with us.

**4.2** Any Illness, other than those stated in Clause 4.3, contracted by the Insured Person during the first 30 days from the commencement date of the policy. This condition 4.2 shall not however, apply in case of the Insured person having been covered under this scheme or Group Insurance Scheme with any of the Indian Insurance companies for a continuous period of preceding 12 months without any break. The exclusion does not apply to treatment for Injury.

**Note:** These exclusions 4.1 and 4.2 shall not however apply if,

- a. In the opinion of Panel of Medical Practitioners constituted by the Company for the purpose, the Insured Person could not have known of the existence of the Disease or any symptoms or complaints thereof at the time of making the proposal for insurance to the Company, AND
  - b. Insured had not taken any consultation, treatment or medication in respect of Hospitalisation for which claim has been lodged under the policy prior to taking the insurance.
- 4.3** During the first year of the operation of the policy the expenses incurred on treatment of diseases such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Disease, Fistula in anus, Piles, Sinusitis and related disorders are not payable. If these diseases (other than Congenital Internal Diseases/ Defects) are pre-existing at the time of proposal they will not be covered even during subsequent period of renewal. If the Insured is aware of the existing of Congenital Internal Disease/Defect before inception of the policy, the same will be treated as pre-existing.
- 4.4** 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).
- 4.5** 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.
- 4.6** The cost of spectacles, contact lenses and hearing aids.
- 4.7** 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 Hospitalisation for treatment.
- 4.8** 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.
- 4.9** All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic 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.
- 4.10** 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.

**4.11** Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Medical Practitioner.

**4.12** Injury directly or indirectly caused by or contributed to by nuclear weapons/materials.

**4.13** Maternity Expenses.

**4.14** Naturopathy treatment

**4.15** Payment or compensation in respect of death directly or indirectly arising out of or contributed to or traceable to any disability already existing on the date of commencement of this policy.

**4.16** 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.

**4.17** Any expenses relating to cost of items detailed in Annexure I.

**4.18** Treatment for Age Related Macular Degeneration (ARMD) , treatments such as Rotational Field Quantum Magnetic Resonance (RFQMR), External Counter Pulsation (ECP), Enhanced External Counter Pulsation (EECP), Hyperbaric Oxygen Therapy.

## **5.0 CONDITIONS:**

**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 PREMIUM PAYMENT:** 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 NOTICE OF CLAIM:** Preliminary notice of claim with particulars relating to Policy Number, name of insured person in respect of whom claim is to be made, nature of Illness/Injury

and Name and Address of the attending Medical Practitioner/Hospital should be given to the Company/TPA within 24 hours of Hospitalisation in respect of claims.

Final claim along with claim form and documents listed below should be submitted to the Policy issuing Office/TPA not later than 7 days from the date of discharge from the Hospital. The insured may also be required to give the Company/TPA such additional information and assistance as the Company/TPA may require in dealing with the claim.

- a. Bill, Receipt and Discharge certificate / card from the Hospital.
- b. Cash Memos from the Hospitals(s) / Chemists(s), supported by proper prescriptions.
- c. Receipt and Pathological test reports from Pathologist supported by the note from the attending Medical Practitioner / Surgeon recommending such Pathological tests / pathological.
- d. Surgeon's certificate stating nature of operation performed and Surgeons' bill and receipt.
- e. Attending Doctor's/ Consultant's/ Specialist's / Anesthetist's bill and receipt, and certificate regarding diagnosis.
- f. Certificate from attending Medical Practitioner / Surgeon that the patient is fully cured.

**Waiver:** Waiver of period of intimation may be considered in extreme cases of hardships where it is proved to the satisfaction of the Company/TPA 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. This waiver cannot be claimed as a matter of right.

**5.4 PHYSICAL EXAMINATION:** 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 Hospitalisation when and so often as the same may reasonably be required on behalf of the TPA/Company.

**5.5** 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.

**5.6** 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.

**5.7 CONTRIBUTION:** If two or more policies are taken by the Insured Person during a period from one or more insurers to indemnify treatment costs, the Company shall not apply the contribution clause, but the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his policies.

1. In all such cases the Company shall be obliged to settle the claim without insisting on the contribution clause as long as the claim is within the limits of and according to the terms of the policy.
2. If the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co-pay, the Insured Person shall have the right to choose insurers by whom the claim to be settled. In such cases, the insurer may settle the claim with contribution clause.

3. Except in benefit policies, in cases 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 Hospitalisation costs in accordance with the terms and conditions of the policy.

**Note:** The insured Person must disclose such other insurance at the time of making a claim under this Policy.

**5.8 CANCELLATION CLAUSE:** 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 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 prorate 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 1 month	1/4 of the annual rate
Up to 3 month	1/2 of the annual rate
Up to 6 month	3/4 of the annual rate
Exceeding 6 months	Full Annual Rate

**5.9** 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 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.

**5.10 DISCLAIMER OF CLAIM:** 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.

**5.11** All medical treatments and /or Surgeries under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

**5.12 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.

**5.13 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.

**5.14 FRAUD, MISREPRESENTATION, CONCEALMENT:** The policy shall be null and void and no benefits shall be payable in the event of misrepresentation, misdescription or nondisclosure of any material fact/particulars 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/her behalf.

**5.15 RENEWAL CLAUSE:**

The Company sends renewal notice as a matter of courtesy. If the insured does not receive the renewal notice it will not amount to any deficiency of service.

The Company shall not be responsible or liable for non-renewal of the policy due to non-receipt /delayed receipt of renewal notice or due to any other reason whatsoever.

We shall be entitled to decline renewal if:

- a) Any fraud, moral hazard/misrepresentation or suppression by You or any one acting on Your behalf is found either in obtaining insurance or subsequently in relation thereto, or non-cooperation of the Insured Person, or
- b) We have discontinued issue of the Policy, in which event You shall however have the option for renewal under any similar Policy being issued by Us; provided however, benefits payable shall be subject to the terms contained in such other Policy, or
- c) You fail to remit Premium for renewal before expiry of the Period of Insurance. We may accept renewal of the Policy if it is effected within thirty days of the expiry of the Period of Insurance. On such acceptance of renewal, We however shall not be liable for any claim arising out of Illness contracted or Injury sustained or Hospitalisation commencing in the interim period after expiry of the earlier Policy and prior to date of commencement of subsequent Policy.

**5.16 MEDICAL EXPENSES FOLLOWING UNDER TWO POLICY PERIODS:** If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available sum insured in the two policy periods, including the deductibles for each policy period. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/due date of premium of health insurance policy, if not received earlier.

**5.17 REPUDIATION OF CLAIM:** A claim, which is not covered under the Policy conditions, can be rejected. All the documents submitted to TPA shall be electronically collected by Us for settlement and denial of the claims by the appropriate authority.

With Our prior approval Communication of repudiation shall be sent to You, explicitly mentioning the grounds for repudiation, through Our TPA.

#### **5.18 FREE LOOK PERIOD:**

The free look period shall be applicable at the inception of the policy.

The insured will be allowed a period of 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.

If the insured has not made any claim during the free look period, the insured shall be entitled to:

1. 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;
2. 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;
3. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

**5.19 PROTECTION OF POLICY HOLDERS' INTEREST:** This policy is subject to IRDA (Protection of Policyholders' Interest) Regulation, 2002.

**5.20 GRIEVANCE REDRESSAL:** In the event of Insured has any grievance relating to the insurance, You may contact any of the Grievance Cells at Regional Offices of the Company or Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office falls. The contact details of the office of the Insurance Ombudsman are provided in the Annexure II.

#### **5.21 PAYMENT OF CLAIM**

The insurer shall settle the claim, including rejection, within thirty days of the receipt of the last necessary document.

On receipt of the duly completed documents either from the insured or Hospital the claim shall be processed as per the conditions of the policy. Upon acceptance of claim by the insured for settlement, the insurer or their representative (TPA) shall transfer the funds within seven working days. In case of any extra ordinary delay, such claims shall be paid by the insurer or their representative (TPA) with a penal interest at a rate which is 2% above the bank rate at the beginning of the financial year in which the claim is reviewed

All admissible claims shall be payable in Indian Currency only.

#### **5.22 ARBITRATION:**

If we admit liability for any claim but any difference or dispute arises as to the amount payable for any claim the same shall be decided by reference to Arbitration. The Arbitrator shall be appointed in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

No reference to Arbitration shall be made unless We have Admitted our liability for a claim in writing. If a claim is declined and within 12 calendar months from such disclaimer any suit or proceeding is not filed then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**5.23 PORTABILITY CLAUSE:** This policy is subject to portability guidelines issued by IRDA.

**5.24 PERIOD OF POLICY:** This insurance policy is issued for a period of one year.



**ANNEXURE I: LIST OF EXPENSES EXCLUDED ("NON-MEDICAL")**

SNO	LIST OF EXPENSES EXCLUDED ("NON-MEDICAL")	SUGGESTIONS
<b>TOILETRIES/COSMETICS/ PERSONAL COMFORT OR CONVENIENCE ITEMS</b>		
1	HAIR REMOVAL CREAM	Not Payable
2	BABY CHARGES (UNLESS SPECIFIED/INDICATED)	Not Payable
3	BABY FOOD	Not Payable
4	BABY UTILITES CHARGES	Not Payable
5	BABY SET	Not Payable
6	BABY BOTTLES	Not Payable
7	BRUSH	Not Payable
8	COSY TOWEL	Not Payable
9	HAND WASH	Not Payable
10	M01STUR1SER PASTE BRUSH	Not Payable
11	POWDER	Not Payable
12	RAZOR	Payable
13	SHOE COVER	Not Payable
14	BEAUTY SERVICES	Not Payable
15	BELTS/ BRACES	Essential and may be paid specifically for cases who have undergone surgery of thoracic or lumbar spine.
16	BUDS	Not Payable
17	BARBER CHARGES	Not Payable
18	CAPS	Not Payable
19	COLD PACK/HOT PACK	Not Payable
20	CARRY BAGS	Not Payable
21	CRADLE CHARGES	Not Payable
22	COMB	Not Payable
23	DISPOSABLES RAZORS CHARGES ( for site preparations)	Payable
24	EAU-DE-COLOGNE / ROOM FRESHNERS	Not Payable
25	EYE PAD	Not Payable
26	EYE SHEILD	Not Payable
27	EMAIL / INTERNET CHARGES	Not Payable
28	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)	Not Payable
29	FOOT COVER	Not Payable
30	GOWN	Not Payable
31	LEGGINGS	Essential in bariatric and varicose vein surgery and should be considered for these conditions where surgery itself is payable.
32	LAUNDRY CHARGES	Not Payable
33	MINERAL WATER	Not Payable
34	OIL CHARGES	Not Payable
35	SANITARY PAD	Not Payable
36	SLIPPERS	Not Payable
37	TELEPHONE CHARGES	Not Payable
38	TISSUE PAPER	Not Payable
39	TOOTH PASTE	Not Payable
40	TOOTH BRUSH	Not Payable
41	GUEST SERVICES	Not Payable
42	BED PAN	Not Payable

43	BED UNDER PAD CHARGES	Not Payable
44	CAMERA COVER	Not Payable
45	CLINIPLAST	Not Payable
46	CREPE BANDAGE	Not Payable/ Payable by the patient
47	CURAPORE	Not Payable
48	DIAPER OF ANY TYPE	Not Payable
49	DVD, CD CHARGES	Not Payable ( However if CD is specifically sought by In surer/TPA then payable)
50	EYELET COLLAR	Not Payable
51	FACE MASK	Not Payable
52	FLEXI MASK	Not Payable
53	GAUSE SOFT	Not Payable
54	GAUZE	Not Payable
55	HAND HOLDER	Not Payable
56	HANSAPLAST/ADHESIVE BANDAGES	Not Payable
57	INFANT FOOD	Not Payable
58	SLINGS	Reasonable costs for one sling in case of upper arm fractures should be considered
<b>ITEMS SPECIFICALLY EXCLUDED IN THE POLICIES</b>		
59	WEIGHT CONTROL PROGRAMS/ SUPPLIES/ SERVICES	Not Payable
60	COST OF SPECTACLES/ CONTACT LENSES/ HEARING AIDS ETC.,	Not Payable
61	DENTAL TREATMENT EXPENSES THAT DO NOT REQUIRE HOSPITALISATION	Not Payable
62	HORMONE REPLACEMENT THERAPY	Not Payable
63	HOME VISIT CHARGES	Not Payable
64	INFERTILITY/ SUBFERTILITY/ ASSISTED CONCEPTION PROCEDURE	Not Payable
65	OBESITY (INCLUDING MORBID OBESITY) TREATMENT IF EXCLUDED IN POLICY	Not Payable
66	PSYCHIATRIC & PSYCHOSOMATIC DISORDERS	Not Payable
67	CORRECTIVE SURGERY FOR REFRACTIVE ERROR	Not Payable
68	TREATMENT OF SEXUALLY TRANSMITTED DISEASES	Not Payable
69	DONOR SCREENING CHARGES	Not Payable
70	ADMISSION/REGISTRATION CHARGES	Not Payable
71	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE	Not Payable
72	EXPENSES FOR INVESTIGATION/ TREATMENT IRRELEVANT TO THE DISEASE FOR WHICH ADMITTED OR DIAGNOSED	Not Payable
73	ANY EXPENSES WHEN THE PATIENT IS DIAGNOSED WITH RETRO VIRUS + OR SUFFERING FROM /HIV/ AIDS ETC IS DETECTED/ DIRECTLY OR INDIRECTLY	Not Payable
74	STEM CELL IMPLANTATION/ SURGERY and storage	Not Payable
<b>ITEMS WHICH FORM PART OF HOSPITAL SERVICES WHERE SEPARATE CONSUMABLES ARE NOT PAYABLE BUT THE SERVICE IS</b>		
75	WARD AND THEATRE BOOKING CHARGES	Payable under OT Charges, not separately
76	ARTHROSCOPY & ENDOSCOPY INSTRUMENTS	Rental charged by the Hospital payable. Purchase of Instruments Not Payable.

77	MICROSCOPE COVER	Payable under OT Charges, not separately
78	SURGICAL BLADES, HARMONIC SCALPEL, SHAVER	Payable under OT Charges, not separately
79	SURGICAL DRILL	Payable under OT Charges, not separately
80	EYE KIT	Payable under OT Charges, not separately
81	EYE DRAPE	Payable under OT Charges, not separately
82	X-RAY FILM	Payable under Radiology Charges, not as consumable
83	SPUTUM CUP	Payable under Investigation Charges, not as consumable
84	BOYLES APPARATUS CHARGES	Part of OT Charges, not separately
85	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES	Part of Cost of Blood, not payable
86	Antiseptic or disinfectant lotions	Not Payable - Part of Dressing Charges
87	BAND AIDS, BANDAGES, STERILE INJECTIONS, NEEDLES, SYRINGES	Not Payable - Part of Dressing charges
88	COTTON	Not Payable -Part of Dressing Charges
89	COTTON BANDAGE	Not Payable- Part of Dressing Charges
90	MICROPORE/ SURGICAL TAPE	Not Payable – Part of Dressing Charges
91	BLADE	Not Payable
92	APRON	Not Payable
93	TORNIQUET	Not Payable
94	ORTHOBUNDLE, GYNAEC BUNDLE	Not Payable, Part of Dressing Charges
95	URINE CONTAINER	Not Payable
<b>ELEMENTS OF ROOM CHARGE</b>		
96	LUXURY TAX	Actual tax levied by government is payable. Part of room charge for sub limits
97	HVAC	Part of room charge, Not Payable separately
98	HOUSE KEEPING CHARGES	Part of room charge, Not Payable separately
99	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED	Part of room charge, Not Payable separately
100	TELEVISION & AIR CONDITIONER CHARGES	Part of room charge, Not Payable separately
101	SURCHARGES	Part of room charge, Not Payable separately
102	ATTENDANT CHARGES	Part of room charge, Not Payable separately
103	IM IV INJECTION CHARGES	Part of nursing charge, Not Payable separately
104	CLEAN SHEET	Part of Laundry / Housekeeping, Not Payable separately

105	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)	Patient Diet provided by Hospital is payable
106	BLANKET/WARMER BLANKET	Part of room charge, Not Payable separately
<b>ADMINISTRATIVE OR NON - MEDICAL CHARGES</b>		
107	ADMISSION KIT	Not Payable
108	BIRTH CERTIFICATE	Not Payable
109	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES	Not Payable
110	CERTIFICATE CHARGES	Not Payable
111	COURIER CHARGES	Not Payable
112	CONVENYANCE CHARGES	Not Payable
113	DIABETIC CHART CHARGES	Not Payable
114	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES	Not Payable
115	DISCHARGE PROCEDURE CHARGES	Not Payable
116	DAILY CHART CHARGES	Not Payable
117	ENTRANCE PASS / VISITORS PASS CHARGES	Not Payable
118	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE	Payable under Post-Hospitalisation where admissible
119	FILE OPENING CHARGES	Not Payable
120	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)	Not Payable
121	MEDICAL CERTIFICATE	Not Payable
122	MAINTENANCE CHARGES	Not Payable
123	MEDICAL RECORDS	Not Payable
124	PREPARATION CHARGES	Not Payable
125	PHOTOCOPIES CHARGES	Not Payable
126	PATIENT IDENTIFICATION BAND / NAME TAG	Not Payable
127	WASHING CHARGES	Not Payable
128	MEDICINE BOX	Not Payable
129	MORTUARY CHARGES	Payable up to 24 hrs, shifting charges not payable
130	MEDICO LEGAL CASE CHARGES (MLC CHARGES)	Not Payable
<b>EXTERNAL DURABLE DEVICES</b>		
131	WALKING AIDS CHARGES	Not Payable
132	BIPAP MACHINE	Not Payable
133	COMMODO	Not Payable
134	CPAP/ CAPD EQUIPMENTS	Device not payable
135	INFUSION PUMP – COST	Device not payable
136	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)	Not Payable
137	PULSEOXYMETER CHARGES	Device not payable
138	SPACER	Not Payable
139	SPIROMETRE	Device not payable
140	SPO2 PROBE	Not Payable
141	NEBULIZER KIT	Not Payable
142	STEAM INHALER	Not Payable
143	ARMSLING	Not Payable
144	THERMOMETER	Not Payable
145	CERVICAL COLLAR	Not Payable
146	SPLINT	Not Payable
147	DIABETIC FOOT WEAR	Not Payable
148	KNEE BRACES ( LONG/ SHORT/ HINGED)	Not Payable
149	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER	Not Payable
150	LUMBOSACRAL BELT	Payable for surgery of lumbar

		spine.
151	NIMBUS BED OR WATER OR AIR BED CHARGES	Payable for any ICU patient requiring more than 3 days in ICU, all patients with paraplegia /quadriplegia for any reason and at reasonable cost of approximately Rs 200/day
152	AMBULANCE COLLAR	Not Payable
153	AMBULANCE EQUIPMENT	Not Payable
154	MICROSHEILD	Not Payable
155	ABDOMINAL BINDER	Essential and should be paid in post-surgery patients of major abdominal surgery including TAH, LSCS, incisional hernia repair, exploratory laparotomy for intestinal obstruction, liver transplant etc.
<b>ITEMS PAYABLE IF SUPPORTED BY A PRESCRIPTION</b>		
156	BETADINE / HYDROGEN PEROXIDE / SPIRIT / DISINFECTANTS ETC	Not Payable
157	PRIVATE NURSES CHARGES - SPECIAL NURSING CHARGES Post hospitalization nursing charges	Not Payable
158	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES DIET CHARGES	Patient Diet provided by hospital is payable
159	SUGAR FREE Tablets	Payable -Sugar free variants of admissible medicines are not excluded
160	CREAMS POWDERS LOTIONS	Payable when prescribed (Toiletries are not payable, only prescribed medical pharmaceuticals payable)
161	Digestion gels	Payable when prescribed
162	ECG ELECTRODES	One set every second day is Payable.
163	GLOVES Sterilized	Gloves payable / unsterilized gloves not payable
164	HIV KIT	payable Pre-operative screening
165	LISTERINE/ ANTISEPTIC MOUTHWASH	Payable when prescribed
166	LOZENGES	Payable when prescribed
167	MOUTH PAINT	Payable when prescribed
168	NEBULISATION KIT	If used during Hospitalisation is Payable reasonably
169	NOVARAPID	Payable when prescribed
170	VOLINI GEL/ ANALGESIC GEL	Payable when prescribed
171	ZYTEE GEL	Payable when prescribed
172	VACCINATION CHARGES	Routine Vaccination not Payable / Post Bite Vaccination Payable
<b>PART OF HOSPITAL'S OWN COSTS AND NOT PAYABLE</b>		
173	AHD	Not Payable - Part of Hospital's internal Cost
174	ALCOHOL SWABES	Not Payable - Part of Hospital's internal Cost
175	SCRUB SOLUTION/STERILLIUM	Not Payable - Part of Hospital's internal Cost

OTHERS		
176	VACCINE CHARGES FOR BABY	Not Payable
177	AESTHETIC TREATMENT / SURGERY	Not Payable
178	TPA CHARGES	Not Payable
179	VISCO BELT CHARGES	Not Payable
180	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]	Not Payable
181	EXAMINATION GLOVES	Not payable
182	KIDNEY TRAY	Not Payable
183	MASK	Not Payable
184	OUNCE GLASS	Not Payable
185	OUTSTATION CONSULTANT'S/ SURGEON'S FEES	Not payable
186	OXYGEN MASK	Not Payable
187	PAPER GLOVES	Not Payable
188	PELVIC TRACTION BELT	Payable in case of PIVD requiring traction
189	REFERAL DOCTOR'S FEES	Not Payable
190	ACCU CHECK (Glucometry/ Strips)	Not payable pre Hospitalisation or post Hospitalisation / Reports and Charts required / Device not payable
191	PAN CAN	Not Payable
192	SOFNET	Not Payable
193	TROLLY COVER	Not Payable
194	UROMETER, URINE JUG	Not Payable
195	AMBULANCE	Payable
196	TEGADERM / VASOFIX SAFETY	Payable - maximum of 3 in 48 hrs and then 1 in 24 hrs
197	URINE BAG	Payable where Medically Necessary - maximum 1 per 24 hrs
198	SOFTOVAC	Not Payable
199	STOCKINGS	Payable for case like CABG etc.

**ANNEXURE II: CONTACT DETAILS OF INSURANCE OMBUDSMEN**

<b>Office of the Ombudsman</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
<b>AHMEDABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014 Tel.:- 079-27546840 Fax : 079-27546142 Email: ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
<b>BHOPAL</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201 Fax : 0755-2769203 Email: bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
<b>BHUBANESHWAR</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455 Fax : 0674-2596429 Email: ioobbsr@dataone.in	Orissa
<b>CHANDIGARH</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468 Fax : 0172-2708274 Email: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
<b>CHENNAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 / 5284 Fax : 044-24333664 Email: Chennaiinsuranceombudsman@gmail.com	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

<b>NEW DELHI</b>	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633 Fax : 011-23230858 Email: iobdelraj@rediffmail.com	Delhi & Rajasthan
<b>GUWAHATI</b>	Shri D.C. Choudhury, Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004. Tel : 040-65504123 Fax: 040-23376599 Email: insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
<b>KOCHI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015. Tel : 0484-2358759 Fax : 0484-2359336 Email: iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
<b>KOLKATA</b>	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072. Tel: 033 22124346/(40) Fax: 033 22124341 Email: iombsbpa@bsnl.in	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim

<b>LUCKNOW</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001. Tel : 0522 -2231331 Fax : 0522-2231310 Email: insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
<b>MUMBAI</b>	Insurance Ombudsman, Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054. Tel : 022-26106928 Fax : 022-26106052 Email: ombudsmanmumbai@gmail.com	Maharashtra , Goa

