



THE ORIENTAL INSURANCE COMPANY LIMITED,

Regd. Office : Oriental House, P.B. No. 7037, A-25/27, Asaf Ali Road, New Delhi - 110 002

MEDICLAIM INSURANCE POLICY (INDIVIDUALS)

- 1 WHEREAS the insured named in the Schedule hereto has by a proposal and declaration dated stated in the Schedule (which shall be the basis of this Contract and is deemed to be incorporated herein) has applied to THE ORIENTAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the insurance hereinafter set forth in respect of persons(s) named in the Schedule hereto (hereinafter called the INSURED PERSON (S)) and has paid premium to the Company as consideration for such insurance to be serviced by Third Party Administrator (hereinafter called the TPA) or the Company as the case may be.
 - 1.1 NOW THIS POLICY WITNESSES that 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 / ailment / disease (hereinafter called 'DISEASE') or sustain any bodily injury through accident (hereinafter called 'INJURY') and if such disease or injury shall require upon the advice of a duly qualified Physician / Medical Specialist/Medical Practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called 'SURGEON') to incur (a) hospitalisation expenses for medical/surgical treatment at any Nursing Home/Hospital in India as herein defined (hereinafter called 'HOSPITAL') as an inpatient OR (b) on domiciliary treatment in India under Domiciliary Hospitalisation Benefits as hereinafter defined, the TPA will pay to the Hospitals (only if treatment is taken at Network Hospital(s) with prior consent of TPA) or to the insured person if policy is serviced by the TPA .Otherwise the Company will pay to the Insured Person the amount of such expenses. It is a precondition that these expenses are reasonably and necessarily incurred in respect thereof by or on behalf of such insured person but not exceeding the sum insured in aggregate in any one period of insurance stated in the schedule hereto.
 - 1.2 The policy reimburses the payment of Hospitalisation and / or Domiciliary Hospitalisation expenses only for illness / diseases contracted or injury sustained by the Insured Persons. In the event of any claim becoming admissible under this policy, the TPA will pay to the hospital (only if treatment is taken at network Hospitals / Nursing Homes with prior consent of TPA) or to the insured, if policy is serviced by the TPA or the Company will reimburse to the Insured person, if the policy is not serviced by the TPA, the amount of expenses reasonably and necessarily incurred under different heads mentioned below by or on behalf of such Insured Person not exceeding the Sum Insured in aggregate in respect of Insured Person as stated in the schedule for all claims admitted during the period of insurance mentioned in the schedule.

FOLLOWING REASONABLE & CUSTOMARY EXPENSES ARE REIMBURSABLE UNDER THE POLICY

- a. Room, Boarding and Nursing Expenses as provided by the Hospital /Nursing Home not exceeding 1 % of the Sum Insured or Rs. 5000 /- per day whichever is less.
- b. I.C. Unit expenses not exceeding 2% of the Sum Insured or Rs. 10,000 /- per day whichever is less..
(Room including I.C.U. stay should not exceed total number of admission days).
- c. Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees.
- d. Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, Dialysis, Chemotherapy, Radiotherapy, Artificial Limbs, Cost of Prosthetic devices implanted during surgical procedure like pacemaker, Relevant Laboratory / Diagnostic test, X-Ray etc..
- e. Ambulance services - 1% of the sum insured or Rs 2000/- whichever is less shall be reimbursable in case patient has to be shifted from residence to hospital in case of admission in Emergency Ward / I.C.U. or from one Hospital / Nursing home to another Hospital / Nursing Home by registered ambulance only for better medical facilities.

Note:

1. Company's Liability in respect of all claims admitted during the Period of insurance shall not exceed the Sum Insured per Person mentioned in the Schedule.
2. Hospitalization expenses incurred for donating an organ by the donor (excluding cost of organ if any) to the insured person during the course of organ transplant will also be payable. However in any case the liability of the Company will be limited to over all Sum Insured of the Insured Person.

2 **DEFINITIONS:**

- 2.1 **"HOSPITAL/NURSING HOME:** means any institution in India established for indoor care and treatment of sickness and injuries and which either
- a) Is duly licensed and registered as a Hospital or Nursing Home with the appropriate authorities and is under the supervision of a registered and qualified Medical Practitioner.
- OR
- b) In areas where licensing and registration facilities with appropriate authorities are not available, the institution must be one recognised in locality as Hospital / Nursing Home and should comply with minimum criteria as under
 - i. It should have at least 15 in-patient medical beds in case of Metro cities, A Class cities & B class cities or 10 in- patient medical beds in case of "C class" cities. Classification of cities shall be as per Govt of India Notifications issued in this respect from time to time.
 - ii. Fully equipped and engaged in providing Medical and Surgical facilities along with Diagnostic facilities i.e. Pathological test and X-ray, E.C.G. etc for the care and treatment of injured or sick persons as in-patient.
 - iii. Fully equipped operation theatre of its own, wherever surgical operations are carried out.
 - iv. Fully qualified nursing staff under its employment round the clock.
 - v. Fully qualified Doctor(s) should be physically in-charge round the clock.

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

Note: In case of Ayurvedic / Homeopathic / Unani treatment, Hospitalisation expenses are admissible only when the treatment is taken as in-patient, in a Government Hospital / Medical College Hospital.

- 2.2 Surgical Operation' means manual and/ or operative procedures for correction of deformities / defects and injuries, cure of diseases, relief of suffering and prolongation of life.
- 2.3 **HOSPITALISATION PERIOD:** Expenses on Hospitalisation are admissible only if hospitalisation is for a minimum period of 24 hours. However,
- (A) This time limit will not apply to following specific treatments taken in the Networked Hospital / Nursing Home where the Insured is discharged on the same day. Such treatment will be considered to be taken under Hospitalisation Benefit.
- i. Haemo Dialysis,
 - ii. Parenteral Chemotherapy,
 - iii. Radiotherapy,
 - iv. Eye Surgery,
 - v. Lithotripsy (kidney stone removal),
 - vi. Tonsillectomy,
 - vii. D&C
 - viii. Dental surgery following an accident
 - ix. Hysterectomy
 - x. Coronary Angioplasty
 - xi. Coronary Angiography
 - xii. Surgery of Gall bladder, Pancreas and bile duct
 - xiii. Surgery of Hernia
 - xiv. Surgery of Hydrocele.
 - xv. Surgery of Prostrate.
 - xvi. Gastrointestinal Surgery.
 - xvii. Genital Surgery.
 - xviii. Surgery of Nose.

- xix. Surgery of throat.
- xx. Surgery of Appendix.
- xxi. Surgery of Urinary System.
- xxii. Treatment of fractures / dislocation excluding hair line fracture, Contracture releases and minor reconstructive procedures of limbs which otherwise require hospitalisation.
- xxiii. Arthroscopic Knee surgery.
- xxiv. Laproscopic therapeutic surgeries.
- xxv. Any surgery under General Anaesthesia.
- xxvi. Or any such disease / procedure agreed by TPA/Company before treatment.

(B) Further if the treatment / procedure / surgeries of above diseases are carried out, in Networked specialised Day Care Centre which is fully equipped with advanced technology and specialised infrastructure where the insured is discharged on the same day, the requirement of minimum beds will be overlooked provided following conditions are met.

- i. The operation theatre is fully equipped for the surgical operation required in respect of sickness / ailment / injury covered under the policy.
- ii. Day Care nursing staff is fully qualified.
- iii. The doctor performing the surgery or procedure as well as post operative attending doctors are also fully qualified for the specific surgery / procedure.

(C) This condition of minimum 24 hours Hospitalisation will also not apply provided

- I) The treatment is such that it necessitates hospitalisation and the procedure involves specialised infrastructural facilities available only in hospitals,
BUT
- II) Due to technological advances hospitalisation is required for less than 24 hours.
AND / OR
- iii) Surgical procedure involved has to be done under General Anaesthesia.

ABOVE ARE ADMISSIBLE SUBJECT TO TERMS & CONDITIONS OF THE POLICY.

NOTE: PROCEDURES / TREATMENTS USUALLY DONE IN OUT PATIENT DEPARTMENT ARE NOT PAYABLE UNDER THE POLICY EVEN IF CONVERTED TO DAY CARE SURGERY / PROCEDURE OR AS IN PATIENT IN THE HOSPITAL FOR MORE THAN 24 HOURS.

2.4 DOMICILIARY HOSPITALISATION BENEFIT: means Medical treatment for a period exceeding three days for such illness/disease/injury which in the normal course would require care and treatment at a hospital / nursing home as in-patient but actually taken whilst confined at home in India under any of the following circumstances namely:

- i. The condition of the patient is such that he/she cannot be removed to the Hospital/Nursing Home
OR
- ii. The patient cannot be removed to Hospital/Nursing home due to lack of accommodation in any hospital in that city / town / village.

Subject however to the condition that Domiciliary Hospitalisation benefit shall not cover

- a) Expenses incurred for pre and post hospital treatment and
- b) Expenses incurred for treatment for any of the following diseases :
 - i. Asthma
 - ii. Bronchitis,
 - iii. Chronic Nephritis and Nephritic Syndrome,
 - iv. Diarrhoea and all types of Dysenteries including Gastro-enteritis,
 - v. Diabetes Mellitus and Insipidus,
 - vi. Epilepsy,
 - vii. Hypertension,
 - viii. Influenza, Cough and Cold,
 - ix. All Psychiatric or Psychosomatic Disorders,
 - x. Pyrexia of unknown origin for less than 10 days,
 - xi. Tonsillitis and Upper Respiratory Tract infection including Laryngitis and Pharyngitis,
 - xii. Arthritis, Gout and Rheumatism.

Note: Liability of the Company under this clause is restricted as stated in the schedule attached hereto.

3 OTHER DEFINITIONS AND INTERPRETATIONS :

- 3.1 **INSURED PERSON:** Means Person(s) named on the schedule of the policy.
- 3.2 **ENTIRE CONTRACT:** This policy / proposal and declaration given by the insured constitute the complete contract of this policy. Only Insurer may alter the terms and conditions of this policy. Any alteration that may be made by the insurer shall only be evidenced by a duly signed and sealed endorsement on the policy.
- 3.3 **THIRD PARTY ADMINISTRATOR (TPA):** means any Company who has obtained licence from IRDA to practice as a third party administrator and is appointed by the Company.
- 3.4 **NETWORK HOSPITAL:** means hospital that has agreed with the TPA to participate for providing cashless health services to the insured persons. The list is maintained by and available with the TPA and the same is subject to amendment from time to time.
- 3.5 **HOSPITALISATION PERIOD:** The period for which an insured person is admitted in the hospital as inpatient and stays there for the sole purpose of receiving the necessary and reasonable treatment for the disease / ailment contracted / injuries sustained during the period of policy. The minimum period of stay shall be 24 hours
- 3.6 **PRE-HOSPITALISATION:** Relevant medical expenses incurred during the period upto 30 days prior to hospitalisation on disease/ illness/ injury sustained will be considered as part of claim mentioned under item 1.2 above.
- 3.7 **POST-HOSPITALISATION:** Relevant medical expenses incurred for the period of 60 days after hospitalisation on disease/illness/injury sustained will be considered as part of claim mentioned under item 1.2 above.
- 3.8 **MEDICAL PRACTITIONER:** means a person who holds a degree/diploma of a recognised institution and is registered by Medical Council of any State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon.
- 3.9 **QUALIFIED NURSE:** means a person who holds a certificate of a recognised Nursing Council.
- 3.10 **PRE EXISTING HEALTH CONDITION OR DISEASE:** means any ailment / disease / injuries that the person is suffering from, (treated / untreated, declared or not declared in the proposal form) while taking a policy for the first time.
- Further any complications arising from pre-existing ailment / disease / injuries will be considered as a part of that pre existing health condition.
- 3.11 **IN-PATIENT:** An Insured person who is admitted to hospital and stays for at least 24 hours for the sole purpose of receiving the treatment for suffered ailment / illness / disease / injury / accident during the currency of the policy.
- 3.12 **REASONABLE & CUSTOMARY EXPENSES:** means reasonable and customary surgical medical treatment expenses with in the scope to treat the condition for which the insured person was hospitalized.
- 3.13 **CASHLESS FACILITY:** means the TPA may authorise upon the Insureds' request for direct settlement of admissible claim as per agreed charges between Net work Hospitals & the TPA. In such cases the TPA will directly settle all eligible amounts with the Net work Hospitals and the Insured Person may not have to pay any bills after the end of the treatment at Hospital to the extent the claim is covered under the policy.

- 3.14I **.D. CARD:** means the card issued to the Insured Person by the TPA to avail Cashless facility in the Network Hospital.
- 3.15**DAY CARE PROCEDURE:** means the course of Medical treatment / surgical procedure listed at 2.3 (A) carried out, in Networked specialised Day Care Centre which is fully equipped with advanced technology and specialised infrastructure where the insured is discharged on the same day, the requirement of minimum beds will be over looked provided other conditions are met.
- 3.16**LIMIT OF INDEMNITY:** means the amount stated in the schedule against the name of each insured person which represents maximum liability for any and all claims made during the policy period in respect of that insured person in respect of that insured person in respect of hospitalization taking place during currency of the policy.
- 3.17**ANY ONE ILLNESS:** Any one illness will be deemed to mean continuous period of illness and it includes relapse within **105** days from the date of discharge from the Hospital / nursing home from where the treatment was taken. Occurrence of the same illness after a lapse of **105** days as stated above will be considered as fresh illness for the purpose of this policy.
- 3.18**PERIOD OF POLICY:** This insurance policy is issued for a period of one year as shown in the schedule.

4 **EXCLUSIONS:**

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

- 4.1 **Pre-existing health condition or disease or ailment / injuries:** Any ailment / disease / injuries / health condition which are pre-existing (treated / untreated, declared / not declared in the proposal form), when the cover incepts for the first time are excluded upto 4 years of this policy being in force continuously.

For the purpose of applying this condition, the date of inception of this Medclaim policy taken from **Oriental Insurance Company** shall be considered, provided the renewals have been continuous and without any break in period.

This exclusion will also apply to any complications arising from pre existing ailments / diseases / injuries. Such complications will be considered as a part of the pre existing health condition or disease. To illustrate if a person is suffering from hypertension or diabetes or both hypertension and diabetes at the time of taking the policy, then policy shall be subject to following exclusions.

Diabetes	Hypertension	Diabetes & Hypertension
Diabetic Retinopathy	Cerebro Vascular accident	Diabetic Retinopathy
Diabetic Nephropathy	Hypertensive Nephropathy	Diabetic Nephropathy
Diabetic Foot /wound	Internal Bleed/ Haemorrhages	Diabetic Foot
Diabetic Angiopathy	Coronary Artery Disease	Diabetic Angiopathy
Diabetic Neuropathy		Diabetic Neuropathy
Hyper / Hypoglycaemic shocks		Hyper / Hypoglycaemic shocks
		Coronary Artery Disease
		Cerebro Vascular accident
		Hypertension Nephropathy
		Internal Bleeds/ Haemorrhages

- 4.2 Any disease 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 except treatment for accidental external injuries.
- 4.3 **During the period of insurance cover, the expenses on treatment of following ailment / diseases / surgeries for specified periods are not payable if contracted and / or manifested during the currency of the policy.**

i	Benign ENT disorders and surgeries i.e. Tonsillectomy, Adenoidectomy, Mastoidectomy, Tympanoplasty etc.	1 year
ii	Polycystic ovarian diseases .	1 year
iii	Surgery of hernia.	2 years
iv	Surgery of hydrocele.	2 years
v	Non infective Arthritis.	2 years
vi	Undescendent Testes.	2 Years
vii	Cataract.	2 Years
viii	Surgery of benign prostatic hypertrophy.	2 Years
ix	Hysterectomy for menorrhagia or fibromyoma or myomectomy or prolapse of uterus.	2 Years
x	Fissure / Fistula in anus.	2 Years
xi	Piles.	2 Years
xii	Sinusitis and related disorders.	2 Years
xiii	Surgery of gallbladder and bile duct excluding malignancy.	2 Years
xiv	Surgery of genito urinary system excluding malignancy.	2 Years
xv	Pilonidal Sinus.	2 Years
xvi	Gout and Rheumatism.	2 Years
xvii	Hypertension.	2 Years
xviii	Diabetes.	2 Years
xix	Calculus diseases.	2 Years
xx	Surgery for prolapsed inter vertebral disk unless arising from accident.	2 Years
xxi	Surgery of varicose veins and varicose ulcers.	2 Years
xxii	Congenital internal diseases.	2 Years
xxiii	Joint Replacement due to Degenerative condition.	4 Years
xxiv	Age related osteoarthritis and Osteoporosis.	4 Years

If the continuity of the renewal is not maintained with Oriental Insurance Company then subsequent cover will be treated as fresh policy and clauses 4.1., 4.2, 4 .3 will apply unless agreed by the Company and suitable endorsement passed on the policy.

- 4.4 Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not) or by nuclear weapons / materials.
- 4.5 Circumcision (unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to any accident), vaccination, inoculation or change of life or cosmetic or of aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
- 4.6 Surgery for correction of eye sight, cost of spectacles, contact lenses, hearing aids etc.
- 4.7 Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, filling of cavity, root canal including wear and tear etc 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 diseases or defects or anomalies, sterility, any fertility, sub-fertility or assisted conception procedure, venereal diseases, intentional self-injury/suicide, all psychiatric and psychosomatic disorders and diseases / accident due to and or use, misuse or abuse of drugs / alcohol or use of intoxicating substances or such abuse or addiction etc.
- 4.9 All expenses arising out of any condition directly or indirectly caused by, or associated with Human T-cell Lymphotropic Virus Type III (HTLD - III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of similar kind commonly referred to as AIDS, HIV and its complications including sexually transmitted diseases..
- 4.10 Expenses incurred at Hospital or Nursing Home primarily for evaluation / diagnostic purposes which is not followed by active treatment for the ailment during the hospitalised period.

- 4.11 Expenses on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician.
- 4.12 Any Treatment arising from or traceable to pregnancy, childbirth, miscarriage, caesarean section, abortion or complications of any of these including changes in chronic condition as a result of pregnancy.
- 4.13 Naturopathy treatment, unproven procedure or treatment, experimental or alternative medicine and related treatment including acupressure, acupuncture, magnetic and such other therapies etc.
- 4.14 Expenses incurred for investigation or treatment irrelevant to the diseases diagnosed during hospitalisation or primary reasons for admission. Private nursing charges, Referral fee to family doctors, Out station consultants / Surgeons fees etc.,.
- 4.15 Genetical disorders and stem cell implantation / surgery.
- 4.16 External and or durable Medical / Non medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Infusion pump etc., Ambulatory devices i.e. walker , Crutches, Belts ,Collars ,Caps , splints, slings, braces ,Stockings etc of any kind, Diabetic foot wear, Glucometer / Thermometer and similar related items etc and also any medical equipment which is subsequently used at home etc..
- 4.17 All non medical expenses including Personal comfort and convenience items or services such as telephone, television, Aya / barber or beauty services, diet charges, baby food, cosmetics, napkins , toiletry items etc, guest services and similar incidental expenses or services etc..
- 4.18 Change of treatment from one pathy to other pathy unless being agreed / allowed and recommended by the consultant under whom the treatment is taken.
- 4.19 Treatment of obesity or condition arising therefrom (including morbid obesity) and any other weight control programme, services or supplies etc...
- 4.20 Any treatment required arising from Insured's participation in any hazardous activity including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock or mountain climbing etc unless specifically agreed by the Insurance Company.
- 4.21 Any treatment received in convalescent home, convalescent hospital, health hydro, nature care clinic or similar establishments.
- 4.22 Any stay in the hospital for any domestic reason or where no active regular treatment is given by the specialist.
- 4.23 Out patient Diagnostic, Medical or Surgical procedures or treatments, non-prescribed drugs and medical supplies, Hormone replacement therapy, Sex change or treatment which results from or is in any way related to sex change.
- 4.24 Massages, Steam bathing, Shirodhara and alike treatment under Ayurvedic treatment.
- 4.25 Any kind of Service charges, Surcharges, Admission fees / Registration charges etc levied by the hospital.
- 4.26 Doctor's home visit charges, Attendant / Nursing charges during pre and post hospitalisation period.
- 4.27 Treatment which is continued before hospitalization and continued even after discharge for an ailment / disease / injury different from the one for which hospitalization was necessary.

5 CONDITIONS

- 5.1 **ENTIRE CONTRACT:** the policy, proposal form, prospectus and declaration given by the insured shall constitute the complete contract of insurance. Only insurer may alter the terms and conditions of this policy/ contract. Any alteration that may be made by the insurer shall only be evidenced by a duly signed and sealed endorsement on the policy.
- 5.2 **COMMUNICATION :** Every notice or communication to be given or made under this policy shall be delivered in writing at the address of the policy issuing office / Third Party Administrator as shown in the Schedule.
- 5.3 **PAYMENT OF PREMIUM:** 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 a duly authorized official of the company. The due payment of premium and the observance and fulfilment of the terms, provisions, conditions and endorsements of this policy by the Insured Person in so far as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsements of this policy shall be valid, unless made in writing and signed by an authorised official of the Company.
- 5.4 **NOTICE OF CLAIM:** Immediate notice of claim with particulars relating to Policy Number, ID Card No., Name of insured person in respect of whom claim is made, Nature of disease / illness / injury and Name and Address of the attending medical practitioner / Hospital/Nursing Home etc. should be given to the Company / TPA while taking treatment in the Hospital / Nursing Home by Fax, Email. Such notice should be given within 48 hours of admission or before discharge from Hospital / Nursing Home, unless waived in writing.
- 5.5 **CLAIM DOCUMENTS:** Final claim along with hospital receipted original Bills/Cash memos/reports, claim form and list of documents as listed below should be submitted to the Company / TPA within 7 days of discharge from the Hospital / Nursing Home.
- a. Original bills, receipts and discharge certificate / card from the hospital.
 - b. Medical history of the patient recorded by the Hospital.
 - c. Original Cash-memo from the hospital (s) / chemist (s) supported by proper prescription.
 - d. Original receipt, pathological and other test reports from a pathologist / radiologist including film etc supported by the note from attending medical practitioner / surgeon demanding such tests.
 - e. Attending Consultants / Anaesthetists / Specialist certificates regarding diagnosis and bill / receipts etc.
 - f. Surgeon's original certificate stating diagnosis and nature of operation performed along with bills / receipts etc.
 - g. Any other information required by TPA / Insurance Company.

All documents must be duly attested by the insured person.

In case of post hospitalisation treatment (limited to 60 days) all supporting claim papers / documents as listed above should also be submitted within 7 days after completion of such treatment (upto 60 days or actual period which ever is less) to the Company / T.P.A. In addition insured should also provide the Company / TPA such additional information and assistance as the Company / TPA may require in dealing with the claim.

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

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

- i) Claim in respect of Cashless Access Services will be through the TPA provided admission is in a listed hospital in the agreed list of the networked Hospitals / Nursing Homes and is

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

- ii) The TPA reserves the right to deny pre-authorisation in case the hospital / insured person is unable to provide the relevant information / medical details as required by the TPA. In such circumstances denial of Cashless Access should in no way be construed as denial of claim. The insured person may obtain the treatment as per his/her treating doctor's advice and later on submit the full claim papers to the TPA for reimbursement within 7 days of the discharge from Hospital / Nursing Home.
- iii) Should any information be available to the TPA which makes the claim inadmissible or doubtful requiring investigations, the authorisation of cashless facility may be withdrawn. However this shall be done by the TPA before the patient is discharged from the Hospital.

5.7 REPUDIATION:

A (I): The TPA, if policy is being serviced by them, shall repudiate the claim if not covered / not payable under the policy. The TPA shall mention the reasons for repudiation in writing to the insured person. The insured person shall have the right to appeal / approach the policy issuing office of the insurance company if he / she feels that the claim is payable. The insurance company's decision in this regard will be final and binding on TPA.

A (II): If policy is serviced by Insurance Company, in case of repudiation of claim, insured shall have the right to appeal to the concerned Regional Office of the Insurance Company, if he/she feels that the claim is payable.

B : If claim is repudiated by the company as per A (1) & A (II) but the insured feels that his / her claim is payable then insured person shall have a right to appeal / approach the Chief Manager Grievance Cell of the Company situated at A-25/27,Asaf Ali Road, New Delhi-110002.

C: The Central Government has established an office of the Insurance Ombudsman for redressal of grievances of upto Rs 20 lacs related to personal lines of insurances.

5.8 Any medical practitioner authorised by the TPA/Company shall be allowed to examine the Insured Person 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.

5.9 **FRAUD / MISREPRESENTATION / CONCEALMENT:** The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner intentionally or recklessly or otherwise misrepresented or concealed or non disclosure of material facts or making false statements or submitting false bills whether by the Insured Person or Institution / Organization on his behalf . Such action shall render this policy null and void and all claims hereunder shall be forfeited. Company may take suitable legal action against the Insured Person / Institution / Organization as per Law.

5.10 **CONTRIBUTION :** If at the time when any claim arises under this policy, there is in existence any other insurance (other than Cancer Insurance Policy in collaboration with Indian Cancer Society) whether it be effected by or on behalf of any Insured Person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses. The benefits under this policy shall however be in excess of the benefits available under Cancer Insurance Policy.

5.11 **CANCELLATION CLAUSE:** Company may at any time without assigning any reason cancel this Policy by sending the Insured 30 days notice by registered letter at the Insured's last known address and in such an event the Company shall refund to the Insured a pro-rata premium for un-expired Period of Insurance. The Company shall, however, remain liable for any claim which arose 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 during the policy period up to date of cancellation.

Period on Risk	Rate of premium to be charged
Upto 1 Month	1/4th of the annual rate
Upto 3 Months	1/2 of the annual rate
Upto 6 Months	3/4th of the annual rate
Exceeding 6 months	Full annual rate

- 5.12 ARBITRATION CLAUSE:** If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

- 5.13 DISCLAIMER OF CLAIM:** It is also hereby further expressly agreed and declared that if the TPA/Company shall disclaim liability in writing to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

- 5.14 PAYMENT OF CLAIM:** The policy covers illness, disease or accidental bodily injury sustained by the insured person during the policy period any where in India and all medical / surgical treatment under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

- a) Payment of claim shall be made through TPA to the Hospital / Nursing Home or to the Insured Person in case policy is serviced through TPA.
- b) In non TPA case the claim will be paid to the insured person by the Insurance Company.

- 6 COST OF HEALTH CHECK :** The Insured shall be entitled for reimbursement of cost of **Health** check up undertaken once at the **expiry** of a block of every four continuous claim free underwriting years provided there are no claims reported during the block. The cost so reimbursable shall not exceed the amount equal to 1% of the average basic sum Insured during the block of four claim free underwriting years.

IMPORTANT

Health Check-up provision is applicable only in respect of continuous insurance without break.

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

8 RENEWAL OF POLICY:

- a) The Company shall not be responsible or liable for non-renewal of policy due to non-receipt or delayed receipt (i.e. After the due date) of the proposal form or of the medical practitioners report wherever required or due to any other reason whatsoever.
- b) Notwithstanding this, however, the decision to accept or reject for coverage any person upon renewal of this insurance shall rest solely with the Company. The company may at

its discretion revise the premium rates and / or the terms & condition of the policy every year upon renewal thereof. Renewal of this policy is not automatic; premium due must be paid by the proposer to the company before the due date.

- c) The Company normally sends renewal notice but not sending it will not tantamount to deficiency in services.

If the policy is to be renewed for enhanced sum insured then the restrictions as applicable to a fresh policy (condition 4.1, 4.2 & 4.3 will apply to additional sum insured) as if a separate policy has been issued for the difference, subject to medical check up as per norms of the Company. The cost of Medical check up shall be borne by the insured.

- 9 **PRE-ACCEPTANCE HEALTH CHECKUP** : Any person beyond 45 years of age desiring to take insurance cover has to submit following medical reports from authorised Network Diagnostic Centre or any other medical reports required by the company in case of fresh proposal and renewal where there is a break in policy period. The cost shall be borne by the insured.

In case of fresh proposals, 50% cost of Medical Check up not exceeding 20% of premium chargeable shall be reimbursed by the Company after acceptance.

Age	45-55	ABOVE 55 Years
MEDICAL TEST	PHYSICAL EXAMINATION	PHYSICAL EXAMINATION
	URINE(MICROALBUMIN UREA)	URINE(MICROALBUMIN UREA)
	GLYCOCYLATED, HAEMOGLOBIN	GLYCOCYLATED HAEMOGLOBIN
	ULTRASONOGRAPHY (WHOLE ABDOMEN AND PELVIS)	ULTRASONOGRAPHY (WHOLE ABDOMEN AND PELVIS)
	ELECTRO CARDIO GRAM	X-RAY BOTH KNEES (ANTEPOSTERIOR AND LATREL)
	COMPLETE EYE TEST INCLUDIND FUNDUS ETC	COMPLETE EYE TEST INCLUDIND FUNDUS ETC
		STRESS TEST (TMT)

- 10 **SUM INSURED**: The Company's liability in respect of all claims admitted during the period of Insurance shall not exceed the sum insured opted by the Insured person. Minimum sum insured is Rs 50,000/- and in multiples of Rs 25,000/- upto Rs 2, 00,000/-. Beyond the Sum Insured of Rs. 200000/- in multiples of Rs. 50000/- upto Rs 500000/-.

11 AUTHORITY TO OBTAIN RECORDS:

- a) The insured person hereby agrees to and authorises the disclosure to the insurer or the TPA or any other person nominated by the insurer of any and all Medical records and information held by any Institution / Hospital or Person from which the insured person has obtained any medical or other treatment to the extent reasonably required by either the insurer or the TPA in connection with any claim made under this policy or the insurer's liability thereunder.
- b) The insurer and the TPA agree that they will preserve the confidentiality of any documentation and information that comes into their possession pursuant to (a) above and will only use it in connection with any claim made under this policy or the insurer's liability thereunder

- 12 **CHANGE OF ADDRESS**: Insured must inform the company immediately in writing of any change in the address.

13 REASONABLE, CUSTOMARY AND NECESSARY EXPENSES :

13.1 For a networked hospital means the rate pre-agreed between Networked Hospital and the TPA for surgical / medical treatment that is necessary , customary and reasonable for treating the condition for which insured person was hospitalized.

13.2 For any other hospital it shall mean the cost of surgical / medical treatment that is necessary, customary and reasonable for treating the condition for which insured person was hospitalized to the extent that such cost does not exceed the reasonable and customary charges for which insured was hospitalized.

NOTE: Any expenses as mentioned above which are not covered under the policy and / or which are not reasonable, customary and necessary, the same have to be borne by the insured person himself.

14 QUALITY OF TREATMENT : The insured hereby acknowledges and agrees that payment of any claim by or on behalf of the insurer shall not constitute on part of the insurance company a guarantee or assurance as to the quality or effectiveness of any medical treatment obtained by the insured person, it being agreed and recognized by the policy holder that insurer is not in any way responsible or liable for the availability or quality of any services (Medical or otherwise) rendered by any institution (including a network hospital) whether pre-authorized or not.

15 ID CARD: The card issued to the insured person by the TPA to avail cash less facility in the Network Hospital only. Upon the cancellation or non renewal of this policy, all ID cards shall immediately be returned to the TPA at the policy holders expense and the policy holder and each insured person agrees to hold and keep harmless, the insurer and the TPA against any or all costs, expenses, liabilities and claims (whether justified or not) arising in respect of the actual or alleged use, misuse of such ID cards prior to their return.

16 ADD ON BENEFIT:

MEDICLAIM WITH OMP :

In case where a person covered under Mediclaim Policy (Individual) goes abroad by taking Oriental's Overseas Mediclaim Policy his / her Mediclaim Policy becomes inoperative for the period he / she is abroad.

Since there is no provision for adjustment/ refund of premium, Mediclaim Policy may be extended by number of days, the insured person was abroad subject to written request being made by the insured before leaving India.

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