



# National Insurance Company Limited

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

## Group Mediclaim Insurance Policy

### 1 Recital clause

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 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(s)) and has paid premium as consideration for such insurance.

### 2 Operative clause

Now the policy witnesses that, subject to the terms, definitions, 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 shall suffer from any illness or disease (hereinafter called disease) or sustain any bodily injury due to an accident (herein after called injury) and if such disease or injury shall require any such insured person, upon the advice of a duly qualified medical practitioner to be hospitalised for treatment at any hospital/nursing home (herein after called hospital) in India as an in-patient, the company will pay to the hospital or reimburse the insured/ insured person, the amount of such reasonable, customary and medically necessary expenses described below, incurred in respect thereof by or on behalf of such insured person but not exceeding the sum insured for the insured person during the policy period, in respect of all such claims.

### Coverage

<p><b>2.1 Room charges</b> Room, boarding including nursing care, RMO charges, administration charges for IV fluids/blood transfusion/injection. Room charges Limit: 1% of sum insured subject to maximum of ₹ 5,000 per day.</p>	<p>Maximum limit under Section 2.1 for any one illness - 25% of sum insured</p>
<p>If admitted in intensive care unit (ICU) - 2% of sum insured subject to maximum of ₹ 10,000 per day.</p>	
<p><b>2.2 Medical practitioner's fees</b> Surgeon, anaesthetist, medical practitioner, consultants, specialist's fees.</p>	<p>Maximum limit under Section 2.2 for any one illness - 25% of sum insured</p>
<p><b>2.3 Others</b></p> <ol style="list-style-type: none"> <li>Anaesthesia, blood, oxygen, operation theatre charges</li> <li>Surgical appliances</li> <li>Medicines, drugs</li> <li>Diagnostic test</li> <li>Pacemaker, artificial limbs, stent and implant</li> <li>Dialysis</li> <li>Chemotherapy</li> <li>Radiotherapy</li> <li>Hospitalisation expense for organ donor's treatment during the course of organ transplant provided that             <ol style="list-style-type: none"> <li>The donation conforms to The Transplantation of Human Organs Act 1994 and the organ is for the use of the insured person</li> <li>The insured person has been medically advised to undergo an organ transplant</li> </ol> </li> <li>Reimbursement of ambulance charges - 1% of sum insured subject to a maximum of ₹ 1,000/- in a policy period</li> </ol>	<p>Maximum limit under Section 2.3 for any one illness - 50% of sum insured</p>

**Pre and post hospitalisation**  
Expenses for pre and post hospitalisation will be considered as part of hospitalisation claim, subject to limit under Section 2.2. and Section 2.3

Sub limit (as mentioned in 2.1, 2.2, and 2.3) will not apply in case of Hospitalisation in a preferred provider network (PPN) for certain procedures for which package rates will apply

### Definition

- 3.1 Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 3.2 Alternative treatment** means forms of treatments other than Allopathy or modern medicine and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
- 3.3 Any one illness** means continuous period of disease and it includes relapse within 45 days from the date of last consultation with the hospital where treatment has been taken.
- 3.4 Cashless facility** means a facility extended to the insured person where the payment of the cost of treatment undergone by the insured person in accordance with the policy terms and conditions of the policy, is directly made to the network hospital by the company to the extent of pre-authorization approval
- 3.5 Condition precedent** means a policy term or condition upon which the company's liability under the policy is conditional upon.
- 3.6 Contract** means the prospectus, proposal, policy, policy schedule. Any alteration in the contract can be made with the mutual consent of the insured and the company only by a duly signed and sealed endorsement.
- 3.7 Congenital anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
- Internal congenital anomaly** means congenital anomaly which is not on the visible and accessible parts of the body
  - External congenital anomaly** means congenital anomaly which is on the visible and accessible parts of the body
- 3.8 Contribution** means the right of an company 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 centre** means any institution established for day care treatment of disease and / or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
- has qualified nursing staff under its employment;
  - has qualified medical practitioner (s) in charge;
  - has a fully equipped operation theatre of its own where surgical procedures are carried out
  - maintains daily records of patients and will make these accessible to the company's authorized personnel.
- 3.10 Day care treatment** means 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 hospitalization of more than 24 hours.
- Treatment normally taken on an out-patient basis is not included in the scope of this definition.
- 3.11 Dental treatment** means a 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 Hospital** means any institution established for in-patient care and day care treatment of disease and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under Schedule of Section 56(1) of the said Act, OR complies with all minimum criteria as under:
- has qualified nursing staff under its employment round-the-clock;
  - has at least 10 in-patient beds, in those towns having a population of less than 10,00,000 and 15 in-patient beds in all other places;
  - has qualified medical practitioner (s) in charge round-the-clock;
  - has a fully equipped operation theatre of its own where surgical procedures are carried out
  - maintains daily records of patients and will make these accessible to the company's authorized personnel.
- 3.13 Hospitalisation** means admission in a hospital as an in-patient for a minimum period of 24 consecutive hours except for specified procedure/ treatment, where such admission could be for a period of less than 24 consecutive hours. Relaxation to 24 hours minimum duration for hospitalisation is allowed in dialysis, parental chemotherapy, radiotherapy, eye surgery, lithotripsy (kidney stone removal), dilatation and curettage (D&C), tonsillectomy, dental surgery due to accident, hysterectomy, coronary angioplasty, coronary angiography, surgery of gall bladder, pancreas & bile duct, surgery of hernia, surgery of hydrocele, surgery of prostate, gastrointestinal surgery, genital surgery, surgery of nose, surgery of throat, surgery of appendix, surgery of urinary system, arthroscopic knee surgery, laparoscopic therapeutic surgeries, any surgery under anaesthesia, treatment of fractures/dislocation excluding hairline fracture, contracture releases & minor reconstructive procedures of limbs.

This condition will also not apply in case of stay in hospital of less than 24 (twenty four) hours provided –

i. the treatment is such that it necessitates hospitalisation and the procedure involves specialized infra structural facilities available in hospitals.

And

ii. due to technological advances hospitalisation is required for less than 24 (twenty four) hours only.

Procedures/treatments usually done in Out Patient Department (OPD) are not payable under the policy even if converted to Day Care Surgery Procedure or as inpatient in hospital for more than 24 hours.

**3.14 Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and requires medical treatment.

i. **Acute condition** means a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.

ii. **Chronic condition** means a disease, illness, or injury that has one or more of the following characteristics

- a) it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
- b) it needs ongoing or long-term control or relief of symptoms
- c) it requires your rehabilitation or for you to be specially trained to cope with it
- d) it continues indefinitely
- e) it comes back or is likely to come back.

**3.15 ID card** means the card issued to the insured person by the TPA for availing cashless facility in the network provider.

**3.16 In-patient** means an insured person who is admitted in hospital upon the written advice of a duly qualified medical practitioner for more than 24 continuous hours, for the treatment of covered disease/injury during the policy period.

**3.17 Insured/ Insured person** means person(s) named in the schedule of the policy.

**3.18 Intensive care unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

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

**3.20 Medically necessary** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- i. is required for the medical management of the disease or injury suffered by the insured person;
- ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- iii. must have been prescribed by a medical practitioner;
- iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**3.21 Medical expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of disease/ 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.

**3.22 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.

**3.23 Network provider** means hospitals or health care providers enlisted by the company or by a TPA and the company together to provide medical services to an insured person on payment by a cashless facility.

**3.24 Non- network** means any hospital, day care centre or other provider that is not part of the network.

**3.25 Notification of claim** means the process of 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.

**3.26 Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

**3.27 Out-patient treatment** means treatment in which the insured person visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a medical practitioner and the insured person is not admitted as a day care patient or in-patient.

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

**3.29 Preferred Provider Network (PPN)** means a network of hospitals which have agreed to a cashless packaged pricing for certain procedures for the insured person. The list is available with the company/TPA and subject to amendment from time to time. Reimbursement of expenses incurred in PPN for the procedures (as listed under PPN package) shall be subject to the rates applicable to PPN package pricing.

**3.30 Pre hospitalisation** means medical expenses incurred 30 days 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 in-patient hospitalisation claim for such hospitalisation is admissible by the company

**3.31 Post hospitalisation** means medical expenses incurred 60 days immediately after the insured person is discharged from 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 in-patient hospitalisation claim for such hospitalisation is admissible by the company

**3.32 Pre-existing disease** means any condition, disease or injury or related conditions for which the insured person had signs or symptoms and/or was diagnosed and/or received medical advice/treatment within 48 (forty eight) months prior to the inception of the policy. Any complications arising from pre-existing disease/ injury shall be considered as pre-existing diseases.

**3.33 Portability** means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if the policy holder chooses to switch from one insurer to another

**3.34 Reasonable and customary charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the disease/ injury involved.

**3.35 Room rent** means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

**3.36 Sum insured** means the sum insured in respect of each insured person as mentioned in the schedule. The sum insured represents maximum liability for each insured person for any and all benefits claimed during the policy period.

**3.37 Surgery** means manual and / or operative procedure (s) required for treatment of a disease 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.

**3.38 Third Party Administrator (TPA)** means any entity, licenced under the IRDA (Third Party Administrators - Health Services) Regulations, 2001\* by the Authority, and is engaged, for a fee by the company for the purpose of providing health administration services.

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

**3.40 Waiting period** means a period from the inception of the first policy during which specified diseases/treatment is not covered. On completion of the period, diseases/treatment will be covered provided the policy has been continuously renewed without any break.

#### **4 Exclusions**

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

##### **4.1 Pre-existing disease**

All pre-existing diseases. Such diseases shall be covered after the policy has been continuously in force for 48 months. Any complication arising from pre-existing ailment/disease/injuries will be considered as a part of the pre existing health condition or disease.

To illustrate if a person is suffering from either hypertension or diabetes or both at the time of taking the policy, then policy shall be subject to following exclusions.

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

#### 4.2 First 30 days waiting period

Any disease contracted by the insured person during the first 30 (thirty) days of continuous coverage from the inception of the policy. This shall not apply in case the insured person is hospitalised for injuries, suffered in an accident which occurred after inception of the policy.

#### 4.3 Specific waiting period

Following diseases/treatment are subject to a waiting period mentioned below.

##### i. One year waiting period

- Benign ENT disorders
- Tonsillectomy/Adenoidectomy/Mastoidectomy/Tympanoplasty

##### ii. Two years waiting period

- |   |  |
|---|--|
| <ol style="list-style-type: none"> <li>Cataract</li> <li>Benign prostatic hypertrophy</li> <li>Hernia</li> <li>Hydrocele</li> <li>Congenital internal disease</li> <li>Fissure/Fistula in anus</li> <li>Piles (Haemorrhoids)</li> <li>Sinusitis and related disorders</li> <li>Polycystic ovarian disease</li> <li>Non-infective arthritis</li> </ol> | <ol style="list-style-type: none"> <li>Pilonidal sinus</li> <li>Gout and Rheumatism</li> <li>Hypertension and related complications</li> <li>Diabetes and related complications</li> <li>Calculus diseases</li> <li>Surgery of gall bladder and bile duct excluding malignancy</li> <li>Surgery of genito-urinary system excluding malignancy</li> <li>Surgery for prolapsed intervertebral disc unless arising from accident</li> <li>Surgery of varicose vein</li> <li>Hysterectomy</li> </ol> |
|---|--|

##### iii. Four years waiting period

- Treatment for joint replacement due to degenerative conditions
- Age related osteoarthritis and osteoporosis

#### 4.4 HIV, AIDS, STD

Any condition directly or indirectly caused to or associated with Human Immunodeficiency Virus (HIV), Acquired Immunodeficiency Syndrome (AIDS), complications of AIDS and other Sexually Transmitted Diseases (STD).

#### 4.5 General debility, congenital external anomaly

General debility, run down condition or rest cure, congenital external disease or defects or anomaly.

#### 4.6 Sterility, infertility, assisted conception

Sterility, infertility/sub fertility, assisted conception procedures.

#### 4.7 Maternity

Treatment arising from or traceable to pregnancy/childbirth including caesarean section, miscarriage, abortion or complications thereof including changes in chronic conditions arising out of pregnancy other than ectopic pregnancy which may be established by medical reports.

#### 4.8 Refractive error

Surgery for correction of eye sight due to refractive error.



**4.9 Obesity**

Treatment for obesity or condition arising there from (including morbid obesity) and any other weight control and management program/services/supplies or treatment.

**4.10 Psychiatric disorder, intentional self inflicted injury**

Treatment for all psychiatric and psychosomatic disorders/diseases, intentional self-inflicted injury, attempted suicide.

**4.11 Genetic disorders, stem cell surgery.****4.12 Circumcision unless necessary for treatment of a disease (if not excluded otherwise) or necessitated due to an accident.****4.13 Vaccination or inoculation.****4.14 Cosmetic, plastic surgery, sex change, hormone replacement**

Cosmetic or aesthetic treatment of any description, change of life or sex change operation, hormone replacement therapy. Expenses for plastic surgery other than as may be necessitated due to disease/ injury.

**4.15 Massages, spa, steam bath, naturopathy, experimental treatment**

Massages, spa, steam bath, shirodhara, and similar treatment.

Expenses for naturopathy, unproven/ experimental treatment, alternative treatments, acupuncture, acupressure, magneto-therapy and similar treatment.

**4.16 Dental treatment**

Dental treatment unless arising due to an accident.

**4.17 Vitamins, tonics**

Vitamins and tonics unless forming part of treatment for disease/injury as certified by the attending medical practitioner.

**4.18 Outpatient treatment.****4.19 Hospitalisation for the purpose of diagnosis and evaluation**

Diagnostic and evaluation purpose where such diagnosis and evaluation can be carried out as outpatient procedure and the condition of the patient does not require hospitalisation.

**4.20 Treatment in convalescent home, nature clinic**

Treatment in convalescent home/hospital, health hydro/nature care clinic and similar establishments.

**4.21 Drug/alcohol abuse**

Treatment arising out of disease/injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.

**4.22 Hospitalisation which is not medically necessary.****4.23 Spectacles, contact lens, hearing aid.****4.24 Equipments**

External/durable medical/non-medical equipments/instruments of any kind used for diagnosis/ treatment including CPAP, CAPD, infusion pump, ambulatory devices like walker, crutches, belts, collars, caps, splints, slings, braces, stockings, diabetic foot-wear, glucometer, thermometer, similar related items (as listed in Appendix II) and any medical equipment which could be used at home subsequently.

**4.25 Irrelevant investigations/treatment**

Irrelevant investigations/treatment, drugs/treatment not supported by a prescription, private nursing charges, referral fee to family physician, outstation doctor/surgeon/consultants' fees and similar expenses (as listed in Appendix II).

**4.26 Items of personal comfort**

Items of personal comfort and convenience (as listed in Appendix II) including telephone, television, aya, barber, beauty services, baby food, cosmetics, napkins, toiletries, guest services.

**4.27 Service charge, registration fee**

Any kind of service charges including surcharges, admission fees, registration charges and similar charges (as listed in Appendix II) levied by the hospital.

#### 4.28 Home visit charges

Home visit charges during pre and post hospitalisation period of doctor, attendant and nurse.

#### 4.29 Treatment not related to disease/ injury

Treatment which the insured person was undergoing before or after hospitalisation for the disease/injury, if different from the one for which claim has been made.

#### 4.30 Risky avocations

Treatment for any disease/injury arising from scuba diving, motor racing, parachuting, hang gliding, rock or mountain climbing and similar activities.

#### 4.31 War group perils

Injury or disease directly or indirectly caused by or arising from or attributable to war invasion act of foreign enemy, warlike operations (whether war be declared or not) and injury or disease directly or indirectly caused by or contributed to by nuclear weapons/materials.

### 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 Condition precedent to admission of liability

The due observance and fulfillment of the terms and conditions of the policy, by the insured person, shall be a condition precedent to any liability of the company to make any payment under the policy.

#### 5.3 Communication

- All communication should be made in writing.
- For claim serviced by TPA, issues related to ID card, PPN/ network provider are to be communicated to the TPA at the address mentioned in the schedule. For claim serviced by the company, issues related to the policy, change in address are to be communicated to the policy issuing office at the address mentioned in the schedule.
- All communication by the company or TPA with the insured person are to be made at the address mentioned in the schedule.

#### 5.4 Physical examination

Any medical practitioner authorised by the company shall be allowed to examine the insured person in case of any alleged injury or disease requiring hospitalisation as and when the same may reasonably be required on behalf of the company.

#### 5.5 Claim procedure

##### 5.5.1 Notification of claim

In case of a claim, the insured person/insured person's representative shall intimate the TPA (if claim is processed by TPA)/company (if claim is processed by the company) in writing by letter, e-mail, fax providing all relevant information relating to claim including plan of treatment, policy number etc. within the prescribed time limit.

Claim notification in case of cashless facility	TPA must be informed:
In case of planned hospitalisation	At least 72 hours prior to the insured person's admission to network provider/PPN
In case of emergency hospitalisation	Within 24 hours of the insured person's admission to network provider/PPN

Claim notification in case of reimbursement	Company/TPA must be informed:
In case of planned hospitalisation	At least 72 hours prior to the insured person's admission to hospital
In case of emergency hospitalisation	Within 24 hours of the insured person's admission to hospital

##### 5.5.2 Procedure for cashless claims

- Treatment may be taken in a network provider/PPN and is subject to pre authorization by the TPA.
- Cashless request form available with the network provider/PPN and TPA shall be completed and sent to the TPA for authorization.

- iii. The TPA upon getting cashless request form and related medical information from the insured person/ network provider/PPN will issue pre-authorization letter to the hospital after verification.
- iv. At the time of discharge, the insured person has to verify and sign the discharge papers, pay for non-medical and inadmissible expenses.
- v. The TPA reserves the right to deny pre-authorization in case the insured person is unable to provide the relevant medical details.
- vi. In case of denial of cashless access, the insured person may obtain the treatment as per treating doctor's advice and submit the claim documents to the TPA for reimbursement.

### 5.5.3 Procedure for reimbursement of claims

For reimbursement of claims the insured person may submit the necessary documents to TPA/company within the prescribed time limit.

### 5.5.4 Documents

The claim is to be supported with the following documents and submitted within the prescribed time limit

- i. Completed claim form
- ii. Original bills, payment receipts, medical history of the patient recorded, discharge certificate/ summary from the hospital etc.
- iii. Original cash-memo from the hospital(s)/chemist(s) supported by proper prescription
- iv. Original payment receipt, investigation test reports etc. supported by the prescription from attending medical practitioner
- v. Attending medical practitioner's certificate regarding diagnosis and bill receipts etc.
- vi. Surgeon's original certificate stating diagnosis and nature of operation performed along with bills/receipts etc.
- vii. Any other document required by company/TPA

### Note

In the event of a claim lodged as per clause 5.8 of the policy and the original documents having been submitted to the other insurer, the company may accept the documents listed under clause 5.5.4 of the policy and claim settlement advice duly certified by the other insurer subject to satisfaction of the company.

Type of claim	Time limit for submission of documents to company/TPA
Reimbursement of hospitalisation and pre hospitalisation expenses	Within 15 days of date of discharge from hospital
Reimbursement of post hospitalisation expenses	Within 15 days from completion of post hospitalisation treatment

### 5.5.5 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 days offer a settlement of the claim to the insured person.
- 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 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 person, the payment of the amount due shall be made within 7 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.

### 5.5.6 Services offered by a TPA

The TPA shall render health care services covered under the policy like issuance of ID cards & guide book, hospitalization & pre-authorization services, call centre, acceptance of claim related documents, claim processing and other related services. The services offered by a TPA shall not include

- i. Claim settlement and rejection with respect to the policy. However, TPA may handle admission of claims and recommend to the company on the settlement of the claim.
- ii. Any service directly to the insured person or to any other person unless such service is in accordance with the terms and conditions of the Agreement entered into with the company.

### 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.

### 5.6 Payment of claim

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

### 5.7 Territorial limit





All medical treatments for the purpose of this insurance will have to be taken in India only.

#### 5.8 Contribution

In case of a claim arising under the policy, there is in existence any other policy (other than cancer insurance policy in collaboration with Indian Cancer Society) effected by the insured person or on behalf of insured person which covers any claim in whole or in part made under the policy then the insured person has the option to select the policy under which the claim is to be settled. If the claimed amount, exceeds the sum insured under any one policy then the company shall pay or contribute not more than its rateable proportion of the claim.

#### 5.9 Subrogation

In the event of a claim paid under the policy, it is the right of the company to assume the rights of the insured person to recover expenses paid that may be recovered from any other source.

#### 5.10 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.

#### 5.11 Cancellation

The company may at any time cancel the policy (on grounds of fraud, moral hazard or misrepresentation or noncooperation) by sending the insured 30 (thirty) days notice by registered letter at insured's last known address and in such event the company will 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.

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

#### 5.12 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.

#### 5.13 Arbitration

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

#### 5.14 Disclaimer

If the company shall disclaim liability to the insured person for any claim hereunder and if the insured person shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the company in writing that he does not accept such disclaimer and intends to recover his claim from the company, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 5.15 Renewal of policy

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.

#### 5.16 Low Claim Ratio Discount (Bonus)

Low claim ratio discount at the following scale will be allowed on the total premium at renewal only depending upon the incurred claims ratio for the entire group insured under the Group Medclaim Policy for the preceding three completed years excluding the year immediately preceding the date of renewal. Where the Group Medclaim Policy has not been in force for three completed years, such shorter period of completed years excluding the year immediately preceding the date of renewal will be taken into account.

Incurring Claims ratio under the Group Mediciclaim Policy	Discount %
Not exceeding 60%	5
Not exceeding 50%	15
Not exceeding 40%	25
Not exceeding 30%	30
Not exceeding 25%	30

#### 5.17 Portability

In the event of the insured person porting to any other insurer, insured person must apply with details of the policy and claims to the company where the insured person wants to port, at least 45 days before the date of expiry of the policy. Individual members, including the family members covered under any group health insurance policy of a non-life insurance company shall have the right to migrate from such a group policy to an individual health insurance policy or a family floater policy with the same insurer. One year thereafter, the insured person shall be accorded the right to port to another non-life insurance company.

#### 5.18 Withdrawal of product

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

#### 5.19 Revision of terms of the policy including the premium rates

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

#### 5.20 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-

- 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
- 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 of 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 may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance.

#### 7 Add on cover

Whereas the insured designated in the schedule hereto has by a proposal, 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 Limited (herein after 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.

#### 7.1 Maternity benefit

Subject otherwise to the terms, definitions, and conditions of the policy, the exclusion 4.7 stands deleted, and subject to the terms, definitions, exclusions, and conditions contained herein, it is hereby understood and agreed that the company shall pay up to the limit, as stated in the schedule with respect of delivery or termination up to first two deliveries or terminations of pregnancy, during the lifetime of the insured person, if covered under the policy, as described below.

##### 7.1.1 Cover

- Medical expense for delivery (normal or caesarean).
- Medical expense for lawful medical termination of pregnancy.
- Pre-natal and post-natal hospitalisation expenses per delivery or lawful medical termination of pregnancy.

##### 7.1.2 Exclusions

The company shall not be liable to make any payment under the cover in respect of any expenses incurred in connection with or in respect of:

- i. Delivery or termination within a waiting period of 9 months. However, the waiting period may be waived only in the case of delivery, miscarriage or abortion induced by accident or other medical emergency.
- ii. Delivery or termination after first two deliveries or terminations during the lifetime of the insured person.
- iii. Surrogate or vicarious pregnancy
- iv. Ectopic pregnancy
- v. Pre and post hospitalisation expenses.

#### **7.1.3 Condition**

In the event of cancellation of the cover by the insured or the company during the policy period, premium will not be refunded.



## List of Expenses Generally Excluded

List of Expenses Generally Excluded ("Non-Medical") in Hospital Indemnity Policy -	
<b>TOILETRIES/ COSMETICS/ PERSONAL COMFORT OR CONVENIENCE ITEMS</b>	
HAIR REMOVAL CREAM	Not Payable
BABY CHARGES (UNLESS SPECIFIED/INDICATED)	Not Payable
BABY FOOD	Not Payable
BABY UTILITIES CHARGES	Not Payable
BABY SET	Not Payable
BABY BOTTLES	Not Payable
BRUSH	Not Payable
COSY TOWEL	Not Payable
HAND WASH	Not Payable
MOISTURISER PASTE BRUSH	Not Payable
POWDER	Not Payable
RAZOR	Payable
SHOE COVER	Not Payable
BEAUTY SERVICES	Not Payable
BELTS/ BRACES	Essential and should be paid at least specifically for cases who have undergone surgery of thoracic or lumbar spine
BUDS	Not Payable
BARBER CHARGES	Not Payable
CAPS	Not Payable
COLD PACK/HOT PACK	Not Payable
CARRY BAGS	Not Payable
CRADLE CHARGES	Not Payable
COMB	Not Payable
DISPOSABLES RAZORS CHARGES (for site preparations)	Payable
EAU-DE-COLOGNE / ROOM FRESHNERS	Not Payable
EYE PAD	Not Payable
EYE SHEILD	Not Payable
EMAIL / INTERNET CHARGES	Not Payable
FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)	Not Payable
FOOT COVER	Not Payable
GOWN	Not Payable
LEGGINGS	Essential in bariatric and varicose vein surgery and may be considered for at least these conditions where surgery itself is payable.
LAUNDRY CHARGES	Not Payable
MINERAL WATER	Not Payable
OIL CHARGES	Not Payable
SANITARY PAD	Not Payable
SLIPPERS	Not Payable
TELEPHONE CHARGES	Not Payable
TISSUE PAPER	Not Payable
TOOTH PASTE	Not Payable
TOOTH BRUSH	Not Payable
GUEST SERVICES	Not Payable
BED PAN	Not Payable
BED UNDER PAD CHARGES	Not Payable
CAMERA COVER	Not Payable
CLINIPLAST	Not Payable
CREPE BANDAGE	Not Payable/ Payable by the patient
CURAPORE	Not Payable
DIAPER OF ANY TYPE	Not Payable
DVD, CD CHARGES	Not Payable ( However if CD is specifically sought by Insurer/TPA

EYELET COLLAR	then payable) Not Payable
FACE MASK	Not Payable
FLEXI MASK	Not Payable
GAUSE SOFT	Not Payable
GAUZE	Not Payable
HAND HOLDER	Not Payable
HANSAPLAST/ ADHESIVE BANDAGES	Not Payable
INFANT FOOD	Not Payable
SLINGS	Reasonable costs for one sling in case of upper arm fractures may be considered
<b>ITEMS SPECIFICALLY EXCLUDED IN THE POLICIES</b>	
WEIGHT CONTROL PROGRAMS/ SUPPLIES/ SERVICES	Exclusion in policy unless otherwise specified
COST OF SPECTACLES/ CONTACT LENSES/ HEARING AIDS ETC.,	Exclusion in policy unless otherwise specified
DENTAL TREATMENT EXPENSES THAT DO NOT REQUIRE HOSPITALISATION	Exclusion in policy unless otherwise specified
HORMONE REPLACEMENT THERAPY	Exclusion in policy unless otherwise specified
HOME VISIT CHARGES	Exclusion in policy unless otherwise specified
INFERTILITY/ SUBFERTILITY/ ASSISTED CONCEPTION PROCEDURE	Exclusion in policy unless otherwise specified
OBESITY (INCLUDING MORBID OBESITY) TREATMENT IF EXCLUDED IN POLICY	Exclusion in policy unless otherwise specified
PSYCHIATRIC & PSYCHOSOMATIC DISORDERS	Exclusion in policy unless otherwise specified
CORRECTIVE SURGERY FOR REFRACTIVE ERROR	Exclusion in policy unless otherwise specified
TREATMENT OF SEXUALLY TRANSMITTED DISEASES	Exclusion in policy unless otherwise specified
DONOR SCREENING CHARGES	Exclusion in policy unless otherwise specified
ADMISSION/REGISTRATION CHARGES	Exclusion in policy unless otherwise specified
HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE	Exclusion in policy unless otherwise specified
EXPENSES FOR INVESTIGATION/ TREATMENT IRRELEVANT TO THE DISEASE FOR WHICH ADMITTED OR DIAGNOSED	Not Payable - Exclusion in policy unless otherwise specified
ANY EXPENSES WHEN THE PATIENT IS DIAGNOSED WITH RETRO VIRUS + OR SUFFERING FROM /HIV/ AIDS ETC IS DETECTED/ DIRECTLY OR INDIRECTLY	Not payable as per HIV/AIDS exclusion
STEM CELL IMPLANTATION/ SURGERY AND STORAGE	Not Payable except Bone Marrow Transplantation where covered by policy
<b>ITEMS WHICH FORM PART OF HOSPITAL SERVICES WHERE SEPARATE CONSUMABLES ARE NOT PAYABLE BUT THE SERVICE IS</b>	
WARD AND THEATRE BOOKING CHARGES	Payable under OT Charges, not payable separately

ARTHROSCOPY & ENDOSCOPY INSTRUMENTS	Rental charged by the hospital payable. Purchase of Instruments not payable.
MICROSCOPE COVER	Payable under OT Charges, not payable separately
SURGICAL BLADES, HARMONIC SCALPEL, SHAVER	Payable under OT Charges, not payable separately
SURGICAL DRILL	Payable under OT Charges, not payable separately
EYE KIT	Payable under OT Charges, not payable separately
EYE DRAPE	Payable under OT Charges, not payable separately
X-RAY FILM	Payable under Radiology Charges, not as consumable
SPUTUM CUP	Payable under Investigation Charges, not as consumable
BOYLES APPARATUS CHARGES	Part of OT Charges, not separately
BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES	Part of Cost of Blood, not payable
ANTISEPTIC OR DISINFECTANT LOTIONS	Not Payable-Part of Dressing Charges
BAND AIDS, BANDAGES, STERILE INJECTIONS, NEEDLES, SYRINGES	Not Payable - Part of Dressing charges
COTTON	Not Payable-Part of Dressing Charges
COTTON BANDAGE	Not Payable- Part of Dressing Charges
MICROPORE/ SURGICAL TAPE	Not Payable-Payable by the patient when prescribed, otherwise included as Dressing Charges
BLADE	Not Payable
APRON	Not Payable -Part of Hospital Services/ Disposable linen to be part of OT/ICU charges
TORNIQUET	Not Payable (service is charged by hospitals, consumables cannot be separately charged)
ORTHOBUNDLE, GYNAEC BUNDLE	Part of Dressing Charges
URINE CONTAINER	Not Payable
<b>ELEMENTS OF ROOM CHARGE</b>	
LUXURY TAX	Actual tax levied by government is payable. Part of room charge for sub limits
HVAC	Part of room charge not payable separately
HOUSE KEEPING CHARGES	Part of room charge not payable separately
SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED	Part of room charge not payable separately
TELEVISION & AIR CONDITIONER CHARGES	Payable under room charges not if separately levied
SURCHARGES	Part of Room Charge, Not payable separately
ATTENDANT CHARGES	Not Payable - Part of Room Charges
IM IV INJECTION CHARGES	Part of nursing charges, not payable
CLEAN SHEET	Part of

	Laundry/Housekeeping not payable separately
EXTRA DIET OF PATIENT(OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)	Patient Diet provided by hospital is payable
BLANKET/WARMER BLANKET	Not Payable- part of room charges
<b>ADMINISTRATIVE OR NON-MEDICAL CHARGES</b>	
ADMISSION KIT	Not Payable
BIRTH CERTIFICATE	Not Payable
BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES	Not Payable
CERTIFICATE CHARGES	Not Payable
COURIER CHARGES	Not Payable
CONVENYANCE CHARGES	Not Payable
DIABETIC CHART CHARGES	Not Payable
DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSES	Not Payable
DISCHARGE PROCEDURE CHARGES	Not Payable
DAILY CHART CHARGES	Not Payable
ENTRANCE PASS / VISITORS PASS CHARGES	Not Payable
EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE	To be claimed by patient under Post Hosp where admissible
FILE OPENING CHARGES	Not Payable
INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)	Not Payable
MEDICAL CERTIFICATE	Not Payable
MAINTAINANCE CHARGES	Not Payable
MEDICAL RECORDS	Not Payable
PREPARATION CHARGES	Not Payable
PHOTOCOPIES CHARGES	Not Payable
PATIENT IDENTIFICATION BAND / NAME TAG	Not Payable
WASHING CHARGES	Not Payable
MEDICINE BOX	Not Payable
MORTUARY CHARGES	Payable upto 24 hrs, shifting charges not payable
MEDICO LEGAL CASE CHARGES (MLC CHARGES)	Not Payable
<b>EXTERNAL DURABLE DEVICES</b>	
WALKING AIDS CHARGES	Not Payable
BIPAP MACHINE	Not Payable
COMMUNE	Not Payable
CPAP/ CAPD EQUIPMENTS	Device not payable
INFUSION PUMP - COST	Device not payable
OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)	Not Payable
PULSEOXYMETER CHARGES	Device not payable
SPACER	Not Payable
SPIROMETRE	Device not payable
SPO2 PROBE	Not Payable
NEBULIZER KIT	Not Payable
STEAM INHALER	Not Payable
ARMSLING	Not Payable
THERMOMETER	Not Payable (paid by patient)
CERVICAL COLLAR	Not Payable
SPLINT	Not Payable
DIABETIC FOOT WEAR	Not Payable
KNEE BRACES ( LONG/ SHORT/ HINGED)	Not Payable
KNEE IMMOBILIZER/SHOULDER IMMOBILIZER	Not Payable
LUMBO SACRAL BELT	Essential and should be paid at least specifically for cases who have undergone surgery of lumbar spine.
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
AMBULANCE COLLAR	Not Payable
AMBULANCE EQUIPMENT	Not Payable
MICROSHEILD	Not Payable
ABDOMINAL BINDER	Essential and should be paid at least specifically for cases who have undergone surgery of lumbar spine.
<b>ITEMS PAYABLE IF SUPPORTED BY A PRESCRIPTION</b>	
BETADINE \ HYDROGEN PEROXIDE \ SPIRIT \ DETTOL \ SAVLON \ DISINFECTANTS ETC	May be payable when prescribed for patient, not payable for hospital use in OT or ward or for dressings in hospital
PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES	Post hospitalization nursing charges not Payable
NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES	Patient Diet provided by hospital is payable
SUGAR FREE TABLETS	Payable - Sugar free variants of admissible medicines are not excluded
CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals payable)	Payable when prescribed
DIGESTION GELS	Payable when prescribed
ECG ELECTRODES	Upto 5 electrodes are required for every case visiting OT or ICU. For longer stay in ICU, may require a change and at least one set every second day must be payable.
GLOVES	Sterilized Gloves payable / unsterilized gloves not payable
HIV KIT	Payable - payable Pre operative screening
LISTERINE/ ANTISEPTIC MOUTHWASH	Payable when prescribed
LOZENGES	Payable when prescribed
MOUTH PAINT	Payable when prescribed
NEBULISATION KIT	If used during hospitalization is payable reasonably
NOVARAPID	Payable when prescribed
VOLINI GEL/ ANALGESIC GEL	Payable when prescribed
ZYTEE GEL	Payable when

	prescribed
VACCINATION CHARGES	Routine Vaccination not Payable / Post Bite Vaccination Payable
<b>PART OF HOSPITAL'S OWN COSTS AND NOT PAYABLE</b>	
AHD	Not Payable - Part of Hospital's internal Cost
ALCOHOL SWABES	Not Payable - Part of Hospital's internal Cost
SCRUB SOLUTION/STERILLIUM	Not Payable - Part of Hospital's internal Cost
<b>OTHERS</b>	
VACCINE CHARGES FOR BABY	Not Payable
AESTHETIC TREATMENT / SURGERY	Not Payable
TPA CHARGES	Not Payable
VISCO BELT CHARGES	Not Payable
ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, ETC]	Not Payable
EXAMINATION GLOVES	Not payable
KIDNEY TRAY	Not Payable
MASK	Not Payable
OUNCE GLASS	Not Payable
OUTSTATION CONSULTANT'S/ SURGEON'S FEES	Not payable, except for telemedicine consultations where covered by policy
OXYGEN MASK	Not Payable
PAPER GLOVES	Not Payable
PELVIC TRACTION BELT	Should be payable in case of PIVD requiring traction as this is generally not reused
REFERAL DOCTOR'S FEES	Not Payable
ACCU CHECK ( Glucometry/ Strips)	Not payable pre hospitilisation or post hospitalisation / Reports and Charts required/ Device not payable
PAN CAN	Not Payable
SOFNET	Not Payable
TROLLEY COVER	Not Payable
UROMETER, URINE JUG	Not Payable
AMBULANCE	Payable-Ambulance from home to hospital or interhospital shifts is payable/ RTA as specific requirement is payable
TEGADERM / VASOFIX SAFETY	Payable - maximum of 3 in 48 hrs and then 1 in 24 hrs
URINE BAG	Payable where medicaly necessary till a reasonable cost - maximum 1 per 24 hrs
SOFTOVAC	Not Payable
STOCKINGS	Essential for case like CABG etc. where it should be paid.

The list is dynamic and as per the standard list of excluded expenses stipulated by IRDA.





## TRAFFIC ACCIDENT POLICY

Whereas the insured named in the Schedule hereto (hereinafter called the "Insured") has made or caused to be made to the NATIONAL INSURANCE CO. LTD. (hereinafter called "the Company") a written proposal dated as stated in the schedule hereto which is the basis of this contract and is deemed to be incorporated herein and has paid to the Company the premium herein stated for the insurance specified hereinafter for the period stated in the Schedule.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the insured as hereinafter mentioned :

### SECTION - I

#### PERSONAL ACCIDENT

If the insured shall sustain any bodily injury resulting solely and directly from Accident caused by external, violent and visible means during the currency of the Policy, then the Company shall pay to the insured the Sum hereinafter set forth, that is to say :

- It such injury shall within one Calendar year of its occurrence be the sole and direct cause of the death of the insured, the Capital Sum insured stated in the schedule. The amount payable under this clause shall be paid to the Assignee shown in the Schedule.
- If such injury shall within one Calendar year of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or total and irrecoverable loss of use of two entire hands or two entire feet or of one entire foot or for such loss of sight of one eye and such loss of use of one entire hand or one entire foot, the capital sum, insured stated in the Schedule hereto.
- If such injury shall within one Calendar year of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of one entire hand or one entire foot, fifty percent of the Capital Sum insured in the Schedule hereto.

Note : For the purpose of Clause (b) and (c) above, loss by physical separation is deemed to be total and irrecoverable if the physical separation of the hand takes place at or above the wrist and / or of the foot at or above the ankle respectively.

- If such injury shall within one Calendar year of its occurrence be the sole and direct cause of permanently, totally and absolutely disabling the Insured from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever, the Capital Sum insured stated in the Schedule.

### SECTION - II :

Medical expenses for bodily injury caused by or arising out of road/rail accident or accidents whilst travelling by air or waterways as a bonafide fare-paying passenger.

Further subject to the terms, conditions and exclusions and definitions contained herein or endorsed or otherwise expressed hereon the Company undertakes that if during the period stated in the schedule or during the continuance of this Policy by renewal any insured person shall sustain any bodily injury resulting solely and directly from road/rail accident, waterways/airways accident (hereinafter called "injury") and if such injury shall require any such person upon the advice of a duly qualified Physician/Medical Specialist/ Medical Practitioner (hereinafter called "Medical Practitioner") or of a duly qualified surgeon (hereinafter called "surgeon") to incur (a) hospitalisation expenses for medical/surgical treatment at any nursing home/hospital in India as herein defined (hereinafter called "Hospital") as an inpatient or outpatient or (b) domiciliary hospitalisation benefits as hereinafter defined, the Company will pay to the insured person the amount of such expenses as are reasonably and necessarily incurred in respect thereof by or on behalf of such insured person but not exceeding the sum of Rupees One Lac in aggregate mentioned in the Schedule hereto.

- Room, Boarding expenses as provided by the Hospital/Nursing Home. b) Nursing Expenses.
- Surgeon, anesthetist, Medical practitioner fees.
- Anesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Material, X-Ray, Artificial Limbs and Cost of Organs and similar expenses.
- Outpatient treatment limited to Rs. 10,000/- within this overall limit of Rs. 1 (One) Lac.
- Ambulance Charges from accident spot to Hospital.

#### DOMICILIARY HOSPITALISATION BENEFITS MEANS

Medical treatment for a period exceeding three days for injury which in the normal course would require care and treatment at a hospital/nursing home but actually taken whilst confined at home in India under any of the following circumstances namely :

- The condition of the patient is such that he/she cannot be removed to the Hospital/Nursing Home or
- The patient can not be removed to the Hospital/Nursing Home for lack of accommodation.

#### DEFINITIONS:

**HOSPITAL / NURSING HOME :** shall be deemed to mean any institution in India established for treatment of injuries / diseases, which has been registered either as a Hospital or Nursing Home with local authorities and is under the supervision of a registered and qualified doctor.

The term Hospital shall not include an establishment which is a place for the aged, a place for drug addicts, a place for alcoholics, a hotel or similar place. In case, Hospital/Nursing Home is not registered with local authority the minimum formalities required to be complied with will be as under :

- Fully equipped Operation Theatre of its own.
- Fully qualified nursing staff under its employment round the clock.
- Fully qualified doctors should be in-charge round the clock.

**SURGICAL OPERATION :** means manual and / or operative procedure for repair of injuries, diagnosis, relief of suffering and prolongation of life.

**ROAD ACCIDENT :** Accident caused by or arising out of use of motor vehicle as defined in the Motor Vehicles (Amendment) Act, 1994 as amended up to date.

**RAIL ACCIDENT :** Accident caused by or arising out of use of Rail within a railway jurisdiction as defined in the Indian Railway Act.

#### INJURY SERIES CLAUSE

For the purpose of this Policy where several bodily injuries are attributable directly or indirectly to the same accident, all such bodily injuries shall be added together and all such bodily injuries shall be treated as one claim.

**OUTPATIENT DEPT. EXPENSES (OPD) :** All necessary and reasonable medical expenses incurred in the Outpatient Dept. of a hospital or Nursing Home immediately after the road/rail accident giving rise to a claim under this Policy and relevant to the injuries sustained thereof but not exceeding in the aggregate a sum of Rs. 10,000/-.

N.B. : Actual expenses incurred or Rs. 10,000/- whichever is less would be admissible. This limit is within the overall Sum Insured of Rs. 1,00,000/- under section - II

**INDEMNITY LIMIT :** Indemnity Limit for the period of insurance shall represent the total amount of sum insured during the policy period.

**MEDICAL PRACTITIONER :** means a person who holds a Degree/Diploma of a Recognised Institution and is registered by Medical Council of respective State of India. The term Medical Practitioner would include Physician, specialist and Surgeon.

**QUALIFIED NURSE -** means a person who holds a Certificate of a recognised Nursing Council and who is employed on recommendation of attending Medical Practitioner.

**EXCLUSIONS :**

The Company shall not be liable to make any payment under this Policy in respect of any expense whatsoever incurred by insured person in connection with or in respect of -

- 1) Such injury which has been in existence at the time of proposing this Insurance. Pre-existing condition means any injury or its symptoms which existed prior to the effective date of this Insurance. Pre-existing condition also means any injury or its symptoms which existed prior to the effective date of this Insurance, whether or not the insured person had knowledge that the symptoms were relating to the injury. Complications arising from pre-existing injury will be considered part of that pre-existing condition.
- 2) Any hospitalisation/Domiciliary hospitalisation arising from bodily injury resulting directly or indirectly, proximately or remotely from accident not caused by or arising out of use of a motor vehicle/s rail transport.
- 3) Injury directly or indirectly caused by or arising from or attributed to War, Invasion, Act of Foreign Enemy, War like Operation (whether War be declared or not).

**CONDITIONS :**

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the address as shown in the Schedule.
2. In the event of a claim out of road/rail accident lodge forthwith a complaint to the nearest police station unless it is not practicable to do so on account of reason beyond his/her control in which case a report to the police station having jurisdiction, to be sent as soon possible and in any case within reasonable limit, the circumstances of the occurrence including the circumstances, if any, for not taking immediately steps to report the said accident to the police. Submission of this Policy Report shall be a condition precedent to any liability of the Company to make payment under this Policy.

**PROVISIONS :**

Provided always that the Company shall not be liable under this Policy for :

1. Compensation under more than one of the sub-clause (a) (b) (c) or (d) Section-I in respect of same injury or disablement.
2. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
3. Payment of compensation in respect of death, injury or disablement of the Insured from (a) intentional self injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drug (c) directly or indirectly caused by insanity (d) arising or resulting from the insured committing any breach of the law with criminal intent (e) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard aircraft (f) whilst racing on wheels or horseback (g) whilst big game hunting, mountaineering or being engaged in winter sports, skiing, or the ice hockey.
4. Payment or compensation in respect of death, or injury or disablement of the Insured due to or arising out of directly or indirectly connected with or traceable to war, invasion, act or foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny or usurped power, seizure, capture, arrests restraints and detentions of all kings, princes and people of whatsoever nation, condition or quality
5. Payment of compensation in respect of death or bodily injury of the Insured directly caused by or contributed to by or arising from or traceable to ionising radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons material, or nuclear fuel or waste.

Provided also that the due observance and fulfilment of the terms and conditions of this Policy (which conditions and all the endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not be done by the Insured be a condition precedent to any liability of the Company under this Policy.

**CONDITIONS :**

1. Upon the happening of any event which may give rise to a claim under this Policy the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the insured should within one calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
2. Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the person of the insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post mortem examination of the body of the insured, and such evidence as the Company may from time to time require (including a post-mortem examination, if necessary) shall be furnished within the space of fourteen days after demand in writing. Provided that in the case of a claim by death or permanent total disablement all such sums are payable only on the delivery of this Policy for cancellation and discharge.
3. No sum payable under this Policy shall carry interest.
4. 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 fraudulent or supported by any fraudulent statement or device whether by the insured or any person on behalf of the insured,
5. The Company may at any time by notice in writing cancel this Policy. Provided that the Company shall in such case return to the insured the last paid premium less a prorata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted, addressed to the insured at the address last registered in the Company's books and shall be deemed to have been received by the insured within the time when the same would be delivered in the ordinary course of post.
6. 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 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 such the dispute/ difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in -wriannAm 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 arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability 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 for all purpose shall deemed to be abandoned and shall not be recoverable hereunder.

