



# THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office: Oriental House, P. B. No. 7037, A-25/27, Asaf Ali Road, New Delhi- 110002

## HAPPY FAMILY FLOATER POLICY

1.1 WHEREAS the insured named in the Schedule hereto has by a proposal and declaration dated as stated in the Proposal (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 person(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.

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(s) shall contract or suffer from any of the diseases /illness / ailment (hereinafter called 'DISEASE') or sustain any bodily injury through accident (hereinafter called 'INJURY')

AND

if such disease or bodily injury shall require any such insured person(s) 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) **DOMICILIARY treatment IN INDIA** under Domiciliary Hospitalisation Benefits as hereinafter **defined, the TPA shall** reimburse to the Hospitals (only if treatment is taken at Network **Hospital(s) with prior written** approval of TPA) or to the insured person(s) (if payment to the hospital is not agreed to or the insured person(s) opts for reimbursement of the claim) the amount of such expenses as are reasonably and necessarily incurred in respect hereof by or on behalf of such insured person(s) up to the limit of liability specified in the policy and or schedule of the policy but not exceeding the sum insured in any one period of insurance for one or all the family member(s) stated in the schedule hereto. **In the event the policy is not serviced by the TPA such expenses shall be reimbursed to the insured person(s) by the Company.**

The benefits under this policy are available under either of the two plans, viz **SILVER** or **GOLD** as opted by the proposer in the proposal form.

## 1.2 COVERAGE UNDER THE POLICY

The following reasonable and necessary expenses (subject to limits) are payable under the policy for various benefits:

<b>A. HOSPITALISATION BENEFITS</b>			
	<b>BENEFIT</b>	<b>SILVER PLAN (Limit of Reimbursement)</b>	<b>GOLD PLAN (Limit of Reimbursement)</b>
a.	<b>Room, Boarding and Nursing Expenses as provided by the Hospital /Nursing Home.</b>	Not exceeding 1 % of the Sum insured per day	Not exceeding 1 % of the Sum Insured per day
b.	<b>Intensive Care(IC) Unit Expenses as provided by the Hospital / Nursing Home.</b>	Not exceeding 2 % of the Sum insured per day	Not exceeding 2 % of the Sum Insured per day
<b>No of days of stay under a and b above should not exceed total number of days of admission in the hospital.</b>			
c.	<b>Surgeon, Anaesthetist Medical Practitioner, Consultants, Specialists Fees</b>	As per the limits of the sum insured.	As per the limits of the sum insured.
d.	<b>Anaesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines &amp; Drugs, Diagnostic Material and X Ray, Dialysis Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs &amp; and similar-expenses</b>	As per the limits of the sum insured.	As per the limits of the sum insured.
e.	<b>Ambulance service charges as defined hereinafter under 2.5</b>	Rs. 1, 000/-per illness and limited to maximum 1% of the sum insured or Rs,3,000/-whichever is less, for the entire Policy Period.	Rs. 2, 000/-per illness and limited to maximum 1% of the sum insured or Rs. 6,000/-whichever is less, for the entire Policy Period.
f.	<b>DAILY HOSPITAL CASH ALLOWANCE, AS DEFINED HEREINAFTER under 3.19</b>	NIL	0.1% of sum insured per day per illness subject to a maximum compensation for 10 days per illness. The overall liability of the Company during the policy period will be limited to 1.5 % of the sum insured.
g.	<b>Attendant allowance as hereinafter defined under 3.20</b>	NIL	Rs. 500/- per day of hospitalisation per illness and upto 10 days per illness. The overall liability of the Company during the policy period will be limited to compensation for 15 days of the hospitalisation.
<b>B. DOMICILIARY HOSPITALISATION (AS DEFINED HEREINAFTER)</b>			
a.	<b>Surgeon,, Medical Practitioner, Consultants, Specialists Fees, Blood, Oxygen, Surgical Appliance Medicines &amp; Drugs, Diagnostic Material and Dialysis, Chemotherapy, Nursing expenses.</b>	10% of Sum Insured, Maximum Rs. 25000/- during period. policy period.	Rs. 50000/-, during policy period.

b.	<b>Treatment for Dog bite (or bite of any other rabid animal like monkey, cat etc.)”</b>	Reasonable expenses limited upto Rs.5,000/-actually incurred for immunisation injections in any one policy	Reasonable expenses limited upto Rs.5,000/-actually incurred for immunisation injections in any one policy
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**NOTE: FOR THE PURPOSE OF THIS SECTION THE PRE-REQUISITE CONDITIONS FOR DOMICILIARY HOSPITALISATION CLAIM SHALL NOT APPLY.**

- 1.3. Hospitalization / nursing home charges, surgery, medicines, drugs, pathological tests etc. incurred for donating an organ by the donor to the insured person during the course of organ transplant shall also be payable under this policy. However, cost of organ is not payable / reimbursable under the policy
- 1.4. Company's overall Liability in respect of all claims admitted under sections 1.2 and 1.3 during the Period of insurance shall not exceed the Sum Insured per Family mentioned in the Schedule.
- 1.5. REGISTRATION CHARGES: are not payable under either silver gold plans.
- 1.6. ADD ON COVERS (OPTIONAL,SUBJECT TO EXTRA PREMIUM)

	ITEM	SILVER PLAN	GOLD PLAN
a.	<b>PERSONAL ACCIDENT as defined hereinafter 3.22</b>	Sum insured in multiples of Rs.1,00,000/- and upto Rs. 5, 00, 000 /- per person aged 18 years and above. 50% of this limit for person less than 18 years.	Sum insured in multiples of Rs.2,00,000/- and upto Rs. 10, 00, 000 /- per person aged 18 years and above . 50% of this limit for person less than 18 years.
b.	<b>LIFE HARDSHIP SURVIVAL BENEFIT AS DEFINED HEREINAFTER 3.21</b>	NIL	<b>Plans of benefit AS DEFINED HEREINAFTER</b>

**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 locally as Hospital/ Nursing Home and should comply with minimum criteria as under
- 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 ssued in this respect from time to time.
  - Should have 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.
  - Should have fully equipped operation theatre of its own, wherever surgical operations are carried out.
  - Should have fully qualified Doctor(s) under its employment for 24 (twenty four) hours.
  - Should have fully qualified nursing staff under its employment for 24 (twenty four) hours.

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

Note: In case of Ayurvedic / Homeopathic / Unani treatment, the liability of the Company SHALL be restricted to **10% of the Sum Insured for the entire policy period for the family as a whole** if the treatment is taken in hospitals other than Government hospitals and Medical college hospitals.

**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 (twenty four) hours. However, (A) This time limit SHALL not apply to following specific treatments taken in the Network Hospital / Nursing Home where the Insured is discharged on the same day Such treatment SHALL be considered to be taken under Hospitalisation Benefit.

- i. Dialysis (haemo dialysis, Peritoneal dialysis)
- ii. Parental Chemotherapy (injectible)
- iii. Radiotherapy,
- iv. Eye Surgery,
- v. Lithotripsy (kidney stone removal),
- vi. Tonsillectomy,
- vii. Dilation and Curettage (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 and ear.
- xx. Surgery of Appendix.
- xxi. Surgery of Urinary System.
- xxii. Treatment of fractures / dislocation excluding hair line fracture, Contractor releases and minor reconstructive procedures of limbs which otherwise require hospitalisation.
- xxiii. Arthroscopic Knee surgery.
- xxvi. Laproscopic therapeutic surgeries.
- xxv. Any surgery under General Anaesthesia.
- xxiv. Any such disease / procedure agreed by TPA/Company before treatment.

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

- i. The operation theatre is fully equipped for the surgical operation required in respect of the above diseases.
- ii. Day Care nursing staff is fully qualified.
- iii. The doctor performing the surgery or procedure as well as post operative attending doctors should be fully qualified for the specific surgery / procedure.

**(C)** Other than the treatments mentioned under 2.3 (A), the condition of minimum 24 hours Hospitalisation SHALL also not apply provided

- i) The treatment is such that it necessitates hospitalisation and the procedure involves specialised infrastructural facilities available only in hospitals.

OR

- ii) Surgical procedure involved has to be done under General Anaesthesia.

BUT

- iii) Due to technological advances hospitalisation in either of the case is required for less than 24 (twenty four) 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 **MEDICAL** condition of the patient is such that the patient 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 including including Laryngitis and Pharyngitis,
- xii. Arthritis, Gout and Rheumatism.

**2.5 AMBULANCE SERVICES;** Means ambulance service charges reasonably and necessarily incurred, in case the insured person is to be shifted from residence to hospital or from one hospital to another hospital. The ambulance service charges are payable only if the hospitalisation expenses are admissible. Further the ambulance service charges are admissible only if such expenses are paid to registered ambulance Services providers.

**3. OTHER DEFINITIONS AND INTERPRETATIONS:**

**3.1 INSURED PERSON:** Means Person(s) named on the schedule of the policy which includes family comprising of the proposer, his /her legally wedded spouse, dependent unemployed children between 3 (three months) to the age of 25 years, unmarried daughters including divorcee, and widowed daughters and dependent Parents or parents-in-law (either of them only). The minimum number of persons to be covered under the policy shall be the proposer plus one family member.

**3.2 ENTIRE CONTRACT:** This POLICY SCHEDULE, PROPOSAL / DECLARATION given by the insured constitute a complete contract. Only Insurer may, alter the terms and conditions of the policy and such alterations made by the insurer shall only be evidenced by a duly signed endorsement on the policy with the Company stamp.

**3.3 TPA(THIRD PARTY ADMINISTRATOR):** means any company / body who has obtained licence from IRDA to practice as a third party administrator and is appointed as TPA by the Company.

**3.4 NETWORK HOSPITAL:** means hospital that has agreed with the Company / TPA to participate in 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 without any notice to the insured.

**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 (twenty four) hours.

**3.6 PRE HOSPITALISATION:** Reasonable and necessary medical expenses incurred for the treatment of **disease/ injury** during the period upto 30 (thirty) days prior to date of admission in hospital sustained SHALL be considered as part of claim mentioned under item 1.2 above.

**3.7 POST HOSPITALISATION:** Reasonable and necessary medical expenses incurred for the treatment of **disease, injury** for a period upto 60 (sixty) day from discharge from the date of discharge from hospital SHALL be considered as part of claim mentioned under item 1.2 above.

**3.8 MEDICAL PRACTITIONER:** means a person who holds a effective degree/diploma from a recognised institution and is registered by Medical Council of any State of India. The term Medical Practitioner shall include Physician, Specialist and Surgeon.

**3.9 QUALIFIED NURSE :** means a person who holds a certificate in **NURSING** from a recognised Nursing Institute.

**3.10 PRE EXISTING HEALTH CONDITION OR DISEASE:** means any condition, ailment or injury or related condition(s) for which the insured person/s had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to his / her first hospitalization benefit policy with the Company.

**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 & NECESSARY EXPENSES :**

- a. For a networked hospital means the rate pre agreed between Network Hospital and the TPA / Company, for surgical / medical treatment that is **necessary** for treating the insured person who was hospitalized.
- b. For any other hospital it shall mean the cost of surgical / medical treatment that is necessary and reasonable for treating the condition for which insured person was hospitalized.

NOTE : Any expenses other than the above have to be borne by the insured person himself.

- 3.13 CASHLESS FACILITY :** The TPA may authorise upon the request of the insured for direct settlement of admissible claim as per agreed charges between Network Hospitals and **the TPA/ Company** In such cases, the TPA SHALL directly settle all bills of admissible amounts with the Network Hospitals and the Insured Person may not have to pay such admissible amounts to the Hospital to the extent the claim is covered under the policy.
- 3.14 I.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) and 2.3 (C) carried out, in Network hospitals or network specialised Day Care Centre which is fully equipped with advanced technology and specialised infrastructure and where the insured is discharged on the same day after treatment.
- 3.16 LIMIT OF INDEMNITY :** means the amount stated in the schedule which represents maximum liability for any and all claims admissible during the policy period in respect of that **insured family**.
- 3.17 ANY ONE ILLNESS:** Any one illness SHALL be deemed to mean continuous period of illness and it includes relapse within **105 (one hundred and five)** days from the date of discharge from the Hospital / Nursing Home / Day Care center from where the treatment was taken. Occurrence of the same illness after a lapse of **105 (one hundred and five)** days as slated above SHALL be considered as fresh illness for the purpose of this policy
- 3.18 PERIOD OF POLICY:** This insurance policy is issued for the period as shown in the schedule.
- 3.19 DAILY HOSPITAL CASH ALLOWANCE:** When an insured member of the family is hospitalized and a claim is admitted under the **GOLD plan of the policy**, then the insured person SHALL be paid daily cash allowance as specified in section 1.2A f of the policy.
- 3.20 Attendant allowance:** When an insured member of the family aged between three months to 10 years is hospitalized and a claim is admitted under the **GOLD plan of the policy** a sum as mentioned in the table of benefit under 1.2 A g will become payable under the policy.
- 3.21 LIFE HARDSHIP SURVIVAL BENEFIT :** If this benefit is opted for (under the **GOLD plan only**), and if a claim for the specified diseases listed hereunder is admitted under section 1.2 A of the policy, then a survival benefit as mentioned hereunder SHALL be paid the insured.

**Diseases covered :**

**Cancer metastasis (stage IV)**

**End Stage Renal Disease (ESRD)**

**Stroke leading to paralysis or paraplegia**

**Benefits:**

Plan	Total amount: payable	Amount payable on survival for 180 days and above from the date of discharge from the hospital (the first discharge date in case of more than one hospitalisations are involved),	Amount payable on survival for 270 days and above from the date of discharge from the hospital (the first discharge date in case of more than one hospitalisations are involved).
A	15% of Sum Insured under the policy	5% of the sum insured	10% of the sum insured
B	25% of Sum Insured under the policy	10% of the sum insured	15% of the sum insured

The limit of liability SHALL be applicable for all the insured persons severally or jointly. The benefit under this section shall be paid only once under this policy or subsequent renewals for the same disease for the same person.

**3.22. PERSONAL ACCIDENT COVER: (WORLD WIDE)**

**SCOPE OF COVER:**

If at any time during the currency of the policy the insured sustains any bodily injury resulting solely and directly from accident caused anywhere in the world by external, violent and visible means, then the Company undertakes to pay the insured or his/her legal personal representative, as the case may be, the following sums :

BENEFIT COVERED	DESCRIPTION	AMT. PAYABLE
1.	Accidental Death only	100% of CSI
2.	Loss of Two entire limbs, or sight of two eyes or one entire limb and sight of one eye.	100% of CSI
3.	Loss of one entire limb or Sight of one eye	50 % of CSI

4. Permanent Total Disablement resulting in  
The insured becoming in engaging in any  
Employment or occupation whatsoever. 100 % of CSI

The overall liability in the event of one or more of the eventualities occurring SHALL be restricted to the CSI.

CSI means capital sum insured opted for the personal accident section

**EXCLUSIONS:** THE COMPANY SHALL NOT BE LIABLE UNDER Personal Accident benefits for injuries / death on account of:

- a) Self injury suicide or attempted suicide.
- b) Whilst under the influence of alcoholic drinks or drugs.
- c) Engaging in aviation activities other than travelling as a passenger (in a duly licensed standard type of aircraft) anywhere in he world.
- d) Venereal disease or insanity.
- e) Whilst committing any breach of law with criminal intent.
- f) War and allied perils.
- g) Nuclear explosion.
- h) Pregnancy, childbirth or consequences thereof.

**3.23 NO CLAIM DISCOUNT / LOADING:** A discount of 5% on the premium, in respect of each claim free year, subject to a maximum of 20 % SHALL be allowed provided the policy is renewed with the company without any break. In case any claim is admitted under the policy, the entire No Claim Discount earned SHALL be forfeited in the next renewal of the policy. However, the No Claim Discount SHALL continue to accrue afresh from the next claim free year.

In case any claim is admitted under the policy, where No Claim Discount has not accrued of the earned No Claim Discount has been forfeited, a loading SHALL be levied on the renewal premium @5% for each claim occurred year subject to a maximum of 20%.

The position of No Claim Discount (NCD)/ Loading on premium SHALL be as per illustration below:

Status of No Claim Discount (NCD) Loading in the expiring policy	In the event of <b>NO CLAIM</b> , the position of No. Claim Discount position of No. Claim Discount (NCD) Loading in renewal policy	In the event of <b>CLAIM</b> , the position of No. Claim Discount (NCD)/ Loading in renewal policy
0 % NCD / Loading	5% NCD	5% Loading
5% NCD	10 % NCD	0 % NCD /Loading
10 % NCD	15 % NCD	0 % NCD / Loading
15 % NCD	20 % NCD	0 % NCD / Loading
20 % NCD	20 % NCD	0 % NCD / Loading
5 % Loading	0 % NCD / Loading	10 % Loading
10 % Loading	5 % Loading	15 % Loading
15 % Loading	10 % Loading	20 % Loading
20 % Loading	15 % Loading	20 % Loading

**4. EXCLUSION :**

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), in case of any of he insured person of the family when the cover incepts for the first time, are excluded for such insured person upto 4 years of this policy being in force continuously. For the purpose of applying this condition, the date of inception of the policy taken from the **Company, for each insured person of the family, 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 shall be considered as a par of the pre existing health condition or disease. To illustrate if a person is suffering from hypertension or diabetes or boh hypertension and diabetes at the time of taking the policy, then policy shall be subject to following exclusions.

<b>Diabetes</b>	<b>Hypertension</b>	<b>Diabetes Hypertension</b>
Diabetic Retinopathy	Cerebro Vascular accident	Diabetic Retinopathy
Diabetic Neuropathy	Hypertensive Neuropathy	Diabetic Neuropathy
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 Neuropathy
		Internal Bleeds / Haemorrhages

4.2 Expenses incurred on any disease, except as specified under point 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 These expenses on treatment of following ailment / diseases / surgeries for the specified periods are not payable if contracted and / or manifested during the currency of the policy.

If these diseases are pre existing at the time of proposal the exclusion no 4.1 for pre-existing condition SHALL be applicable in such cases.

i	<b>Benign ENT disorders and surgeries i.e. Tonsillectomy, Adenoidectomy, Mastoidectomy, Tympanoplasty etc.</b>	1 year
ii	<b>Polycystic ovarian diseases.</b>	1 year
iii	Surgery of hernia.	2 years
iv	Surgery of hydrocele.	2 years
v	<b>Non infective Arthritis</b>	2 years
vi	<b>Undescendent Testes.</b>	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	<b>Surgery of gallbladder and bile duct excluding malignancy</b>	2 Years
xiv	<b>Surgery of genito - urinary system excluding malignacy</b>	2 Years
xv	<b>Pilonidal Sinus.</b>	2 years
xvi	<b>Gout and Rheumatism</b>	2 years
xvii	<b>Hypertension</b>	2 years
xviii	<b>Diabetes.</b>	2 years
xix	<b>Calculus diseases</b>	2 years
xx	<b>Surgery for prolapsed inter vertebral disc unless arising from accident</b>	2 years
xxi	<b>Surgery of varicose veins and varicose ulcers</b>	2 years
xxii	<b>Joint Replacement due to Degenerative condition</b>	4 years
xxiii	<b>Age related osteoarthritis and Osteoporosis.</b>	4 years

If the continuity of the renewal is not maintained with the Company then subsequent cover SHALL be treated as fresh policy and clauses 4.1., 4.2, 4.3 SHALL apply unless agreed by the Company and suitable endorsement passed on the policy. Similarly if the sum insured is enhanced subsequent to the inception of the policy, the exclusions 4.1, 4.2 and 4.3 will apply afresh for the enhanced portion of the sum insured for the purpose of this section.

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 under the policy or as may be necessitated due to any accident), vaccination, inoculation, cosmetic or 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, unless arising from injury and which requires hospitalisation, which is corrective, cosmetic or of aesthetic in nature, filling of cavity, root canal treatment including treatment for wear and tear etc



- 4.8 Convalescence, general debility, "run down" condition or rest cure, congenital external and internal 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 Any treatment received in convalescent home, convalescent hospital, health hydro, nature care clinic or similar establishments.
- 4.10 All expenses arising out of any condition directly or indirectly caused by, or associated with Human T-cell Lymphotropic Virus Type III (HTLD 111) 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.
- 4.11 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 OR expenses incurred for investigation or treatment irrelevant to the diseases diagnosed during hospitalisation or primary reasons for admission, referral fee to family doctors, out station consultants / Surgeons fees, Doctor's home visit charges/ Attendant Nursing charges during pre and post hospitalisation period. etc.
- 4.12 Expenses incurred on vitamins and tonics etc unless forming part of treatment for injury or disease as certified by the attending physician and / or all non medical expenses including personal comfort and convenience items or services.
- 4.13 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.
- 4.14 Naturopathy treatment, unproven procedure or treatment, experimental or alternative medicine and related treatment including accupressure, accupuncture, magnetic and such other therapies etc.
- 4.15 Genetic disorders and stem cell implantation / surgery.
- 4.16 Cost of 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 / non medical equipment which is subsequently used at home.
- 4.17 Treatment of obesity or condition arising therefrom (including morbid obesity)and any other weight control programme, services or supplies etc...
- 4.18 Change of treatment from one system to another system of medicine unless being agreed / allowed and recommended by the consultant under whom the treatment is taken.
- 4.19 Any treatment 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.
- 4.20 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.
- 4.21 Massages, Steam bathing, Shirodhara and like treatment under Ayurvedic treatment.
- 4.22 Any kind of Service charges/Surcharges, unless payable to the Govt. Authority,' levied by the hospital.
- 4.23 **Compulsory Co - Payment:** Under the SILVER plan the insured has to bear 10% of admissible claim amount in each and every claim.

## 5 CONDITIONS

- 5.1 **ENTIRE CONTRACT:** the policy SCHEDULE, 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 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 written 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 written notice should be given within 48 (forty eight hours of admission or before discharge from Hospital/ Nursing Home, whichever is earlier unless waived in writing.

**5.5 CLAIM DOCUMENTS:** Final claim along with originals of hospital Bills/Cash memos/reports, claim form and list of documents as listed below should be submitted to the Company./ TPA within 7 (seven)days of discharge from the Hospital / Nursing Home.

- i. Original bills, receipts and discharge certificate / card from the hospital.
- ii. Medical history of the patient recorded by the Hospital.
- iii. Original Cash memo from the hospital (s) / chemist (s) supported by proper prescription.
- iv. 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.
- v. Attending Consultants' / Anaesthetists'/ Specialists' certificates regarding diagnosis and bill / receipts etc. in original.
- vi. Surgeons' original certificate stating diagnosis and nature of operation performed along with bills / receipts etc.
- vii. Any other information required by TPA / the Company.

All documents must be duly Attested by the insured person.

In case of post hospitalisation treatment all supporting claim papers / documents as listed above should also be submitted within 7 (seven)days after completion of such treatment to the Company / T.P.A. In addition, insured should also provide to 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 SHALL be through the TPA provided treatment is undertaken in a network hospital / 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 SHALL 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, TBA for reimbursement within 7 (seven)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 and notice to the effect given to the treating hospital/ the insured.

**5.7** Any medical practitioner authorised by the TPA/Company shall have deemed permission 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. In **such examinations the cost of medical examination will be borne by the Company.**

**5.8 CONTRIBUTION :** If at the time when any claim arises under this policy there is in existence of any other insurance including medical benefits from the employer (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.

**5.9 FRAUD / MISREPRESENTATION / CONCEALMENT:** Non Disclosure, concealment or mis representation of material facts in the Proposal Form and/or in the Claim Form or any other documents, shall render the Policy null and void ab initio and the Company shall not be liable under the policy. The Company shall not be liable under this policy in respect of any claim if such claim be in any manner intentionally or fraudulently or otherwise misrepresented or concealed or on making false statements or submitting false bills whether by the Insured Person or Institution / Organization on his behalf Company shall be at liberty to take suitable legal action against the Insured Person / Institution / Organization as per Law..

#### **5.10 REPUDIATION:**

A(1) : 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. Wherever the claim is being serviced by the Company (in cases where services of the TPA are not opted) such repudiation of the claim SHALL be done by the Company In either of the cases the insured person shall have the right to appeal / approach the **Grievance Redressal Cell of the company at its policy issuing office, concerned Divisional office, concerned Regional Office or the Grievance Cell of the Head-Office of the Company situated at A 25/27, Asaf Ali Road, New Delhi 110002. against the repudiation.**

B. If the insured is not satisfied with the decision / of the reply of the Grievance Cell under 5.7 (A), the / she may approach the Ombudsman of Insurance, established by the Central Government for redressal of grievances. The Ombudsman of Insurance is empowered to adjudicate on personal lines of insurance claims upto Rs. 20 lacs.

**5.11 CANCELLATION CLAUSE:** *Company may at any time, cancel this Policy by sending the Insured 30 (Thirty) 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-expirced period of Insurance. (Such cancellation by the Company shall be only on grounds of moral hazards such as intentional misrepresentation / malicious suppression of facts intended to misleading the Company about the acceptability of the proposal, lodging a fraudulent claim and such other intentional acts of the insured / beneficiaries under the policy). 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 up to date of cancellation.*

<b>Period on Risk</b>	<b>Rate of premium to be charged</b>
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 arbitrating, 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

- 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.
- In non TPA case the claim SHALL be paid to the insured person by the Insurance Company

**5.15 Mid term inclusion permitted for NEWLY WED spouse only, Spouse can be included within three months of marriage or at the times of renewal of the policy.**

#### **IMPORTANT**

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

**7 RENEWAL OF POLICY :**

- 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.
- 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 up on renewal thereof  
Renewal of this Policy is not automatic; premium due must be paid by the proposer to the company before the due date.
- The Company shall not deny the renewal of this policy unless on moral hazard grounds of the insured **such as intentional misrepresentation / malicious suppression of facts intended to misleading the Company about the acceptability of the proposal, lodging a fraudulent claim and such other intentional acts of the insured / beneficiaries under the policy) ,**

In case 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 SHALL apply to additional sum insured) as if a separate policy has been issued for the difference.

**In case of increase in Sum insured, treatment for per existing disease (after specified time) and for a disease / ailment, / injury for which treatment has been taken in the earlier policy period, the enhanced sum insured will be applicable only after four continuous renewals with the increased sum insured.**

**8 SUM INSURED :** The Company's liability in respect of all claims admitted in during the period of Insurance shall not exceed the sum insured opted under the policy

**9. AUTHORITY TO OBTAIN RECORDS:**

- a) The insured person hereby agrees to and authorised 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 SHALL preserve the confidentiality of any documentation and information that comes into their possession pursuant to (a) above and SHALL only use it in connection with any claim made under this policy or the insurer's liability there under

**REASONABLE AND NECESSARY EXPENSES:**

- a. For a networked hospital means the rate pre agreed between Network Hospital and the TPA/ Company for surgical / medical treatment that is **necessary** for treating the insured person who was hospitalized
- b. For any other hospital it shall mean the cost of surgical / medical treatment that is necessary and reasonable for treating the condition for which insured person was hospitalized.

NOTE: Any expenses other than' the above have to be borne by the insured person himself.

- 11. **QUALITY OF TREATMENT:** The insured hereby acknowledges and agrees that payment 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.
- 12. **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 holder's 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 he actual or alleged use, misuse of such ID cards prior to their return.

**MEDICLAIM WITH Overseas Medclaim Policy:**

In case where THE WHOLE FAMILY covered under THE FAMILY FLOATER Policy goes abroad by taking Oriental's Overseas Medclaim Policy his / her FAMILY FLOATER Policy becomes suspended for the period he / she is abroad.

AND may be extended by number of days, the insured FAMILY was abroad subject to written request being made by the insured before leaving India. THE EXTENSION WOULD NOT BE APPLICABLE UNLESS THE ENTIRE FAMILY TAKES THE OVERSEAS MEDICLAIM POLICY FROM THE COMPANY

**DISCOUNT ON OMP PREMIUM :**

**A DISCOUNT OF 15% ON Overseas Medclaim Policy PREMIUM WOULD BE ALLOWED WHEN EVEN A SINGLE FAMILY member COVERED under the Happy Family Floater Policy, TAKES THE Overseas Modclaim Policy FROM the Company, provided the happy family floater policy is valid as on the date of taking the Overseas Medclaim Policy of the Company.**

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

**MISC - 406**

MPP. 550 Pkts. x 50 Sets = 27,500 Sets. Dec. 2011.  
(Ballarpur S.S. Maplitho 70 GSM.)