

TATA AIG General Insurance Company Limited (We, Our or Us) will provide the insurance, described in this Policy and any endorsements thereto, for the Policy Period, as defined in the Policy to the Insured Person named in the Policy Schedule based on the Disclosure to Information Norm, including in reliance upon the statements contained in the Proposal Form or any other mode of communication which shall be the basis of this Policy and are deemed to be incorporated herein in return for the receipt of the required premium in full and compliance with all the applicable terms, conditions and exclusions of the opted plan under this Policy. The insurance provided under this Policy is only in force for the Insured Person with respect to such and so many of the benefits as indicated by the Sum Insured set opposite such benefit in the Policy Schedule.

## Section 1 - Definitions

The terms defined below and at other junctures in the **Policy** Wording have the meanings ascribed to them wherever they appear in this **Policy** and where appropriate, references to the singular include references to the plural; references to the male includes other genders and references to any statutory enactment includes subsequent changes to the same.

### i. **Standard Definitions**

#### 1. **Accident**

An Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

#### 2. **AYUSH Day Care**

AYUSH Day Care Centre means and includes Community Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health centre which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or surgical/para-

surgical interventions or both under the supervision of registered AYUSH Medical Practitioner (s) on day care basis without in-patient services and must comply with all the following criterion:

- i. Having qualified registered AYUSH Medical Practitioner(s) in charge;
- ii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;
- iii. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

### 3. **AYUSH Hospital**

An AYUSH **Hospital** is a healthcare facility wherein medical/surgical/para-surgical treatment procedures and interventions are carried out by AYUSH **Medical Practitioner(s)** comprising of any of the following:

- a. Central or State Government AYUSH **Hospital** or
- b. Teaching **Hospital** attached to AYUSH college recognized by the Central Government/ Central Council of Indian Medicine/ Central Council for Homeopathy, or
- c. AYUSH **Hospital**, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH **Medical Practitioner** and must comply with all the following criterion :
  - i. Having atleast 5 in-patient beds;

- ii. Having qualified AYUSH **Medical Practitioner** round the clock;
- iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where Surgical Procedure are to be carried out;
- iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

#### 4. Cashless facility

Cashless Facility means a facility extended by the **Insurer** to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the **Policy** terms and conditions, are directly made to the **Network Provider** by the **Insurer** to the extent pre-authorization is approved.

#### 5. Condition Precedent

Condition Precedent means a **Policy** terms or condition upon which the **Insurer's** liability under the **Policy** is conditional upon.

#### 6. Congenital Anomaly:

Congenital Anomaly means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

##### a) Internal Congenital Anomaly

Congenital anomaly which is not in the visible and accessible parts of the body.

##### b) External Congenital Anomaly

Congenital anomaly which is in the visible and accessible parts of the

body.

#### 7. Day Care Centre

A Day Care Centre means any institution established for **Day Care Treatment of Illness** and/or injuries or a medical setup with a **Hospital** and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified **Medical Practitioner** AND must comply with all minimum criterion as under -

- i. has qualified nursing staff under its employment;
- ii. has qualified **Medical Practitioner/s** in charge;
- iii. has fully equipped operation theatre of its own where Surgical Procedure are carried out;
- iv. maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

#### 8. Day Care Treatment

Day Care Treatment means medical treatment, and/or Surgical Procedure which is:

- i. undertaken under General or Local Anesthesia in a **Hospital/Day Care Centre** in less than 24 hrs because of technological advancement, and
- ii. which would have otherwise required **Hospitalization** of more than 24 hours.

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

#### 9. Dental Treatment

Dental treatment means a treatment related to teeth or structures supporting

teeth including examinations, fillings (where appropriate), crowns, extractions and **Surgery**.

## 10. Hospital

A Hospital means any institution established for in-patient care and **Day Care Treatment of Illness** and/or injuries and which has been registered as a Hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:

- i. has qualified nursing staff under its employment round the clock;
- ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- iii. has qualified **Medical Practitioner(s)** in charge round the clock;
- iv. has a fully equipped operation theatre of its own where Surgical Procedure are carried out;
- v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;

## 11. Hospitalization

Hospitalization means admission in a **Hospital** for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

## 12. Inpatient Care

Inpatient Care means treatment for which the **Insured Person** has to stay in a **Hospital** for more than 24 hours for a

covered event.

## 13. Intensive Care Unit:

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.

## 14. ICU Charges:

ICU (**Intensive Care Unit**) Charges means the amount charged by a **Hospital** towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.

## 15. Medical Advice

Medical Advice means any consultation or advice from a **Medical Practitioner** including the issuance of any prescription or follow-up prescription.

## 16. Medical Expenses:

Medical Expenses means those expenses that an **Insured Person** has necessarily and actually incurred for medical treatment on account of **Illness** or **Accident** 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 **Hospital(s)** or doctors in the same locality would have charged for the same medical treatment.

## 17. Medical Practitioner

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 its scope and jurisdiction of license.

## 18. Medically Necessary Treatment

Medically Necessary Treatment 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 **Illness** or **Injury** suffered by the insured;
- 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.

## 19. Network Provider

Network Provider means **Hospital(s)** or health care providers enlisted by an **Insurer**, TPA or jointly by an **Insurer** and TPA to provide medical services to an insured by a **Cashless Facility**.

## 20. New Born Baby

Newborn baby means baby born during the Policy Period and is aged upto 90 days

## 21. Notification of Claim

Notification of Claim means the process of intimating a claim to the **Insurer** or TPA

through any of the recognized modes of communication.

## 22. Pre-Existing Disease

Pre-Existing Disease (PED) means any condition, ailment, Injury or disease:

- a. That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the **Policy** issued by the **Insurer**; or
- b. For which **Medical Advice** or treatment was recommended by, or received from, a Physician, not more than 36 months prior to the date of commencement of the **Policy**.

## 23. Pre-hospitalization Medical Expenses

Pre-Hospitalization **Medical Expenses** means Medical Expenses incurred during predefined number of days preceding the **Hospitalization** of the **Insured Person**, provided that:

- i. Such **Medical Expenses** are incurred for the same condition for which the **Insured Person's Hospitalization** was required, and
- ii. he In-patient **Hospitalization** claim for such **Hospitalization** is admissible by the Insurance Company.

## 24. Post-hospitalization Medical Expenses

Post-Hospitalization **Medical Expenses** means Medical Expenses incurred during predefined number of days immediately after the **Insured Person** is discharged from the **Hospital** provided that:

- i. Such **Medical Expenses** are for the same condition for which the **Insured Person's Hospitalization** was required, and
- ii. The inpatient **Hospitalization** claim for such **Hospitalization**

is admissible by the insurance company.

## 25. Qualified Nurse

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

## 26. Reasonable and Customary Charges

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 **Illness / Injury** involved.

## 27. Room Rent

Room Rent means the amount charged by a **Hospital** towards Room and Boarding expenses and shall include the associated Medical Expenses.

## 28. Surgery or Surgical Procedure

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

## 29. Unproven/Experimental treatment

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

## ii. Specific Definitions (Definitions other than as mentioned under Section 1 (i) above)

## 30. Age

Means the completed Age of the **Insured Person** on his / her last birthday as on date of commencement of the **Policy** and as per the English calendar.

## 31. Altruistic Surrogacy

Altruistic surrogacy means the surrogacy in which no charges, expenses, fees, remuneration or monetary incentive of whatever nature, except the medical expenses and such other prescribed expenses incurred on surrogate mother and the insurance coverage for the surrogate mother, are given to the surrogate mother or her dependents or her representative.

## 32. Clinical Establishment

Clinical Establishment shall have the same meaning as assigned to it in the Clinical Establishments (Registration and Regulation) Act, 2010 (23 of 2010).

## 33. Commercial Surrogacy

Commercial surrogacy means commercialization of surrogacy services or procedures or its component services or component procedures including selling or buying of human embryo or trading in the sale or purchase of human embryo or gametes or selling or buying or trading the services of surrogate motherhood by way of giving payment, reward, benefit, fees, remuneration or monetary incentive in cash or kind, to the surrogate mother or her dependents or her representative, except the medical expenses and such other prescribed expenses incurred on the surrogate mother and the insurance coverage for the surrogate mother.

## 34. Commissioning Couple

Commissioning Couple means an infertile married couple who approach an

assisted reproductive technology clinic or assisted reproductive technology bank for obtaining the services authorised of the said clinic or bank.

### 35. **Couple**

Couple means the legally married Indian man and woman above the age of 21 years and 18 years respectively.

### 36. **Gestational Surrogacy**

Gestational Surrogacy means a practice whereby a surrogate mother carries a child for the intending couple through implantation of embryo in her womb and the child is not genetically related to the surrogate mother.

### 37. **Intending Couple**

means a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy.

### 38. **Intending Woman**

means an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy.

### 39. **Oocyte**

Oocyte means naturally ovulating oocyte in the female genetic tract.

### 40. **Oocyte Donor**

Oocyte Donor is a woman who donates her eggs to another woman, who might not be able to conceive by herself naturally.

### 41. **Oocyte Retrieval**

Oocyte Retrieval is a procedure used in in vitro fertilization (IVF) in order to collect Oocytes from the ovary of a woman, to enable fertilization outside the body.

### 42. **Policy**

Policy means the contract of insurance including but not limited to **Policy Schedule**, Endorsements, Policy Wordings (inbuilt covers & optional covers, if opted) as applicable.

### 43. **Policy Period**

Policy Period means the time during which this **Policy** is in effect. Such period commences from Commencement Date and ends on the Expiry Date and specifically appears in the **Policy Schedule**.

### 44. **Policy Schedule**

Policy Schedule means the Policy Schedule attached to and forming part of **Policy**.

### 45. **Single Private Room**

Single Private Room means an air-conditioned room in a **Hospital** where a single patient is accommodated and which has an attached toilet (lavatory and bath). Such room type shall be the most basic and the most economical of all accommodations available as a single occupancy room in that **Hospital**. This does not include a deluxe room or a suite or a VIP room.

### 46. **Sum Insured**

“Sum Insured” refers to the amount specified in the **Policy Schedule** at the inception of a **Policy Period**. Sum Insured represents Our maximum, total and cumulative liability under the **Policy**, for the **Insured Person** covered in aggregate, for the respective **Policy Period**.

Upon the successful admission of a claim, the Sum Insured for the remaining **Policy Period** shall be accordingly reduced by the amount of the claim settled (inclusive of ‘taxes’) or admitted.

## 47. Surrogacy

Surrogacy means a practice whereby one woman bears and gives birth to a child for an intending couple with the intention of handing over such child to the intending couple after the birth.

## 48. Surrogacy Clinic

Surrogacy clinic means surrogacy clinic, centre or laboratory, conducting assisted reproductive technology services, invitro fertilisation services, genetic counselling centre, genetic laboratory, Assisted Reproductive Technology Banks conducting surrogacy procedure or any clinical establishment, by whatsoever name called, conducting surrogacy procedures in any form.

## 49. Surrogate Mother

Surrogate Mother means a woman who agrees to bear a child (where child is genetically related to the intending couple or intending woman) through surrogacy from the implantation of embryo in her womb and fulfils the conditions as provided in sub-clause (b) of clause (iii) of Section 4 of The Surrogacy (Regulation) Act, 2021.

The surrogate mother is in possession of an eligibility certificate issued by the appropriate authority on fulfilment of the following conditions, namely: —

- i. no woman, other than an ever married woman having a child of her own and between the age of 25 to 35 years on the day of implantation, shall be a surrogate mother or help in surrogacy by donating her egg or oocyte or otherwise;
- ii. (a willing woman shall act as a surrogate mother and be permitted to undergo surrogacy procedures as per the provisions of this Act:

Provided that the intending couple or the intending woman shall approach the appropriate authority with a willing woman who agrees to act as a surrogate mother;

- iii. no woman shall act as a surrogate mother by providing her own gametes; no woman shall act as a surrogate mother more than once in her lifetime: Provided that the number of attempts for surrogacy procedures on the surrogate mother shall be such as may be prescribed; and
- iv. a certificate of medical and psychological fitness for surrogacy and surrogacy procedures from a registered medical practitioner;

## 50. Surrogacy Procedure

Surrogacy Procedures means all gynecological, obstetrical or medical procedures, techniques, tests, practices or services involving handling of human gametes and human embryo in surrogacy

## 51. We, Us, Our, Insurer

means The TATA AIG General Insurance Company Limited that has provided Insurance Cover under this **Policy**.

## 52. You, Your, Insured Person

means the person whose name specifically appears in the **Policy Schedule** as an Insured Person/ Policyholder.

## Section 2 – Benefits

If during the **Policy Period Insured Person** is required to be hospitalized for treatment of the covered event specified below, at a **Hospital / Surrogacy Clinic / Day Care Centre/ AYUSH Day Care Centre/ AYUSH Hospital**, following **Medical Advice** of a duly qualified **Medical Practitioner**, the Company shall indemnify **Reasonable and Customary Charges** for

Medically Necessary treatment towards the covered event subject to terms and conditions of the **Policy**. Maximum liability of the Company

for all such Claims under Sections B1, B2, B3, B4, B5 during Policy period shall be the Sum Insured opted and as specified in the **Policy Schedule**.

Covered event:

Plan Name	Covered Event
A. Surrogacy Plan	Complications arising out of pregnancy through Altruistic Surrogacy or post-partum delivery complications in respect of the <b>Surrogate Mother</b> . Not more than one surrogacy procedure during the life time shall be covered in respect of the insured person. The cover is available for the Policy Period of 3 years only.
B. Oocyte Retrieval Plan	Complications arising due to <b>Oocyte Retrieval</b> in respect of the <b>Oocyte Donor</b> . Not more than one Oocyte donation during the life time shall be covered in respect of the insured person. The cover is available for the Policy Period of 1 year only.

Provided that :

- Policy must incept prior to the commencement of Surrogacy Procedure or Oocyte Retrieval.
- Surrogacy and Oocyte donation is carried out in recognized centers registered with the National ART and Surrogacy Registry at <https://registry.artsurrogacy.gov.in/>, under the supervision of registered Medical Practitioner as per the applicable law.
- The Surrogacy/ART procedures and treatments is carried out in accordance with the Surrogacy (Regulation) Act, 2021, Surrogacy (Regulation) Rules, 2022, Assisted Reproductive Technology Act, 2021, Assisted Reproductive Technology (Rules), 2022 and its amendments as may be applicable.
- Purpose of Surrogacy and surrogacy procedures must be in compliance with The Surrogacy (Regulation Act) 2021 and its amendments as may be applicable.
- The intending couple is in possession of a certificate of essentiality issued by the appropriate authority, after satisfying itself, for the reasons to be recorded in writing, about the fulfilment of the conditions, specified in The Surrogacy (Regulation Act) 2021.
- The surrogate mother is in possession of an eligibility certificate issued by the appropriate authority on fulfilment of the conditions specified in The Surrogacy (Regulation Act) 2021
- Consent of surrogate mother has been obtained in the form specified in the Surrogacy (Regulation) Rules, 2022.
- An eligibility certificate for intending couple is issued separately by the appropriate authority on fulfilment of the conditions specified in The Surrogacy (Regulation Act) 2021
- No surrogacy clinic, registered medical practitioner, gynaecologist, paediatrician, embryologist, intending couple or any other person shall conduct or cause



abortion during the period of surrogacy without the written consent of the surrogate mother and on authorisation of the same by the appropriate authority concerned provided in The Surrogacy (Regulation Act) 2021:

Provided that the authorisation of the appropriate authority shall be subject to, and in compliance with, the provisions of the Medical Termination of Pregnancy Act, 1971 (34 of 1971);

**B1. In-Patient Treatment**

We will cover **Medical Expenses** for **Medically Necessary Treatment** in a **Hospital/Surrogacy Clinic** for the covered event, that requires an **Insured Person's** admission in a **Hospital/Surrogacy Clinic** for an **Inpatient Care**, during the **Policy Period**.

The Company shall indemnify **Medical Expenses** as listed below:

- i. **Room Rent**, Boarding, Nursing Expenses as provided by the **Hospital (including Nursing Home and Surrogacy Clinic)** upto the **Single Private Room** category
- ii. **Intensive Care Unit (ICU) / Intensive Cardiac Care Unit (ICCU)** expenses
- iii. Surgeon, Anesthetist, **Medical Practitioner**, Consultants, Specialist Fees whether paid directly to the treating doctor / surgeon or to the **Hospital**.
- iv. Anesthesia, blood, oxygen, operation theatre charges, surgical appliances, medicines and drugs, costs towards diagnostics, diagnostic imaging modalities and such similar other expenses

If the **Insured Person** is admitted in a room category that is higher than the **Single Private Room**, then the **Insured Person** shall bear a rateable proportion of the Room Rent and the total Associated Medical Expenses, including surcharge or taxes thereon in the proportion of the 'difference between the **Room Rent** actually incurred & the **Room Rent** of the **Single Private Room** category' to 'the **Room Rent** actually incurred'.

- For the purpose of this Benefit "Associated Medical Expenses" shall include the applicable nursing charges, operation theatre charges, fees of **Medical Practitioner** including surgeon/ anesthetist/ specialist within the same **Hospital** where the **Insured Person** has been admitted. "Associated Medical Expenses" does not include cost of pharmacy & consumables, cost of implants & medical devices and cost of diagnostics.
- Proportionate deductions are not applicable for **ICU Charges**.
- Such proportionate deductions, if any, will not be applied in respect of the **Hospital(s)** which do not follow differential billing or for those Associated Medical Expenses in respect of which differential billing is not adopted based on the room category

**B2. Pre-Hospitalization expenses**

We will cover for expenses for Pre-Hospitalization consultations, investigations and medicines incurred upto 30 days prior to the date of admission to the **Hospital/ Surrogacy Clinic**. Any pre-Hospitalization expenses incurred prior to **Policy Period** shall not be covered.

The benefit is payable if **We** have admitted a claim under B1 or B4.

### B3. Post-Hospitalization expenses

**We** will cover for expenses for Post-Hospitalization consultations, investigations and medicines incurred upto 30 days after discharge from the **Hospital/ Surrogacy Clinic**.

The benefit is payable if **We** have admitted a claim under B1 or B4.

### B4. Day Care Treatment

**We** will cover expenses for **Day Care Treatment**, due to the covered event, taken in a **Hospital** or a **Day Care Centre**, during the **Policy Period**.

### B5. AYUSH Benefit

We will cover **Medical Expenses** incurred for treatment as In-Patient or Day Care Treatment in an **AYUSH Hospital/ AYUSH day care centre**, for a covered event, in a room category maximum up to **Single Private Room** and applicable **Associated Medical Expenses**.

This benefit shall also cover Pre-Hospitalization medical expenses for a period of upto 30 days before the date of admission to the **AYUSH hospital/ AYUSH day care centre** and Post-Hospitalization Medical Expenses for a period upto 30 days, subject to AYUSH In-Patient hospitalization or AYUSH day care treatment claim being admissible under this benefit.

Claims under this section shall be assessed as per the insurance guidelines related to AYUSH and benchmark rates as available on Ministry of AYUSH website (<https://ayushnext.ayush.gov.in/site/insurance-guidelines-related-to-ayush>).

## Section 3 – Exclusions

**We** will neither be liable nor make any payment

for any claim in respect of the **Insured Person** which is caused by, arising from or in any way attributable to any of the following exclusions.

### i. Standard Exclusions

#### 1. Exclusions with waiting periods

##### i. Initial Waiting Period:

- a. Expenses related to the treatment of the covered event within 30 days from the Policy commencement date shall be excluded.

#### 2. Medical Exclusions

##### i. Investigation and evaluation (Code- Excl 04):

- a. Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
- b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

##### ii. Rest cure, rehabilitation and respite care (Code- Excl 05):

- a. Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:
  - i. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
  - ii. Any services for people who are terminally ill to

address physical, social, emotional and spiritual needs.

**iii. Obesity/ Weight Control (Code-Excl 06):**

Expenses related to surgical treatment of obesity that does not fulfil the below conditions:

- a. **Surgery** to be conducted is upon the advice of the Doctor.
- b. The **Surgery/Procedure** conducted should be supported by clinical protocols.
- c. The member has to be 18 years of Age or older and
- d. Body Mass Index (BMI);
  - i. greater than or equal to 40 or
  - ii. greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:
    1. Obesity-related cardiomyopathy
    2. Coronary heart disease
    3. Severe Sleep Apnea
    4. Uncontrolled Type2 Diabetes
- iv. Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof **(Code- Excl 12)**.
- v. Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home

attached to such establishments or where admission is arranged wholly or partly for domestic reasons. **(Code- Excl13)**

- vi. Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a **Medical Practitioner** as part of **Hospitalization** claim or day care procedure. **(Code-Excl14)**
- vii. **Unproven treatments (Code- Excl 16):**  
Expenses related to any **Unproven Treatment**, services and supplies for or in connection with any treatment. **Unproven Treatments** are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
- viii. **Sterility and Infertility (Code- Excl 17):**  
Expenses related to Sterility and infertility. This includes:
  - i. Any type of contraception, sterilization
  - ii. Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
  - iii. Gestational Surrogacy
  - iv. Reversal of sterilization
- ix. **Maternity (Code - Excl 18):**
  - a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during Hospitalization) except ectopic pregnancy;

- b. Expenses towards miscarriage (unless due to an Accident) and lawful medical termination of pregnancy during the Policy Period.

### 3. Non-Medical Exclusions

#### i. Hazardous or Adventure Sports (Code- Excl 09):

- i. Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

#### ii. Breach of law (Code- Excl 10):

Expenses for treatment directly arising from or consequent upon any **Insured Person** committing or attempting to commit a breach of law with criminal intent.

#### iii. Excluded Providers: (Code-Excl 11):

Expenses incurred towards treatment in any **Hospital** or by any **Medical Practitioner** or any other provider specifically excluded by the **Insurer** and disclosed in its website / notified to the policyholders are not admissible. However, in case of life threatening situations or following an **Accident**, expenses up to the stage of stabilization are payable but not the complete claim.

#### ii. Specific Exclusions (Exclusions other than as those mentioned under Section 3 (i) subsection 1, 2 & 3 above)

We will neither be liable nor make any payment for any claim in respect of any **Insured Person** which is caused by,

arising from or in any way attributable to any of the following exclusions.

#### 1. Medical Exclusions

- i. Alcoholic pancreatitis or Alcoholic liver disease;
- ii. Congenital External Diseases, defects or anomalies;
- iii. Stem cell therapy; however hematopoietic stem cells for bone marrow transplant for haematological conditions will be covered under this **Policy**
- iv. Growth Hormone Therapy
- v. Sleep-apnoea and Sleeping disorder;
- vi. Admission primarily for administration (via any form or mode) of immunoglobulin infusion or supplementary medications like Zolendronic Acid, etc;
- vii. Venereal disease, sexually transmitted disease or **Illness**;
- viii. All preventive care, vaccination including inoculation and immunisations;
- ix. **Dental Treatment** or **Dental Surgery** of any kind unless incidental to an admissible **Hospitalization** claim where the cause of admission is **Accident/ Illness**; cost of dentures, dental implants and braces
- x. Any existing disease specifically mentioned as Permanent exclusion in the **Policy Schedule**.
- xi. Non payable items as mentioned in Annexure I – List I of optional items available on **Our** website (www.tataaig.com)
- xii. Medical Expenses incurred towards:
  - a. Delivery Expenses (Normal Delivery

- or caesarean section) of the Surrogate Mother;
- b. Foetus /New Born baby through Surrogacy to the Surrogate Mother
- c. Treatment of any pre-existing conditions/disease of the Insured including its complications;
- d. Surrogacy Treatment Procedure cost including but not limited to Injection, tests, Ultra Sound, Embryo transfer, Ovum pickup;
- xiii. Surrogacy which is for commercial purposes
- xiv. Cost associated with cryopreservation and storage of sperms, eggs and embryos
- xv. Selective termination of an embryo
- xvi. Services done at unrecognized surrogacy clinic/centre
- xvii. Surgery/procedures that enhance fertility like Tubal Occlusion, Bariatric Surgery, Diagnostic Laparoscopy with Ovarian Drilling and such other similar surgery/procedure
- xviii. Any Illness or Injury other than the covered event.
- xix. Any other line of treatment other than Allopathy and AYUSH
- xx. Expenses related to any kind of Advance Technology Methods apart from Modern and Advanced Treatments relevant for the covered event
- xxi. Expenses related to Post-partum delivery complications incurred after six weeks of the Policy expiry date
- xxii. Any claim where provisions stated in the respective prevailing Surrogacy laws such as, The Surrogacy

(Regulation) Act, 2021, The Surrogacy (Regulation) Rules, 2022, the Assisted Reproductive Technology Law, The Assisted Reproductive Technology (Regulation) Act, 2021, The Assisted Reproductive Technology (Regulation) Rules, 2022 and any subsequent additions / modifications to the Law / Act / Rules have not been complied with.

## 2. Non-Medical Exclusions

- i. War or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/materials, chemical and biological weapons, ionising radiation.
- ii. Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion:
  - Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any **Illness**, incapacitating disablement or death
  - Chemical attack or weapons means the emission, discharge, dispersal, release or escape of

- any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any **Illness**, incapacitating disablement or death.
- Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any **Illness**, incapacitating disablement or death.
- iii. Intentional self-Injury or attempted suicide while sane or insane.
  - iv. Items of personal comfort and convenience like television (wherever specifically charged for), charges for access to telephone and telephone calls, internet, foodstuffs (except patient's diet), cosmetics, hygiene articles, body care products and bath additive, barber or beauty service, guest service.
  - v. Treatment rendered by a **Medical Practitioner** which is outside his discipline.
  - vi. Doctor's fees charged by the **Medical Practitioner** sharing the same residence as an **Insured Person** or who is an immediate relative of an **Insured Person's** family.
  - vii. Fitting of hearing aids, Provision/ fitting of spectacles or contact lenses including optometric therapy.
  - viii. Any treatment and associated expenses for medical supplies including elastic stockings, diabetic test strips, and similar products.
  - ix. Any treatment or part of a treatment that does not form part of '**Reasonable and Customary Charges**' nor is Medically Necessary.
  - x. Expenses which are either not supported by a prescription of a **Medical Practitioner** or are not related to **Illness** or disease for which claim is admissible under the **Policy**.
  - xi. Any external appliance and/or device used for diagnosis or treatment except when used intra-operatively.
  - xii. Any **Illness** diagnosed or **Injury** sustained or where there is change in health status of the member after date of proposal and before commencement of **Policy** and the same is not communicated and accepted by **Us**.
  - xiii. Any charges incurred to procure documents related to treatment or **Illness** pertaining to any period of Hospitalization or **Illness**.
  - xiv. Expenses incurred towards treatment in any **Surrogacy Clinic/ Nursing Home** or by any **Medical Practitioner** or any other provider specifically excluded by the **Insurer** and disclosed in its website / notified to the policyholders are not admissible. However, in case of life threatening situations or following an **Accident**, expenses up to the stage of stabilization are payable but not the complete claim.
  - xv. Any other exclusion as specified in the Policy Schedule.
  - xvi. Any other illness/conditions which are specifically excluded under

Surrogacy (Regulation) Act, 2021, Surrogacy (Regulation) Rules, 2022, ART Act, 2021 and ART (Regulation) Rules, 2022 and its amendments.

## Section 4 – General Terms and Clauses

### i. Standard General Terms & Clauses

#### 1. Disclosure of Information

The **Policy** shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, misdescription or non-disclosure of any material fact by the policyholder.

(Explanation: “Material facts” for the purpose of this **Policy** shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

#### 2. Condition Precedent to Admission of Liability

The terms and conditions of the **Policy** must be fulfilled by the **Insured Person** for the Company to make any payment for claim(s) arising under the **Policy**.

#### 3. Claim Settlement (provision for Penal Interest)

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the

date of payment of claim at a rate 2% above the bank rate.

- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.

- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: “Bank rate” shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due).

#### 4. Complete Discharge

Any payment to the policyholder, **Insured Person** or his/ her nominees or his/ her legal representative or assignee or to the **Hospital**, as the case may be, for any benefit under the **Policy** shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

#### 5. Multiple Policies

- i. In case of multiple policies taken by an **Insured Person** during a period from one or

more **Insurers** to indemnify treatment costs, the **Insured Person** shall have the right to require a settlement of her claim in terms of any of her policies. In all such cases the **Insurer** chosen by the **Insured Person** shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen **Policy**.

- ii. **Insured Person** having multiple policies shall also have the right to prefer claims under this **Policy** for the amounts disallowed under any other **Policy** / policies even if the sum insured is not exhausted. Then the **Insurer** shall independently settle the claim subject to the terms and conditions of this **Policy**.
- iii. If the amount to be claimed exceeds the sum insured under a single **Policy**, the **Insured Person** shall have the right to choose **Insurer** from whom she wants to claim the balance amount.
- iv. Where an **Insured Person** has policies from more than one **Insurer** to cover the same risk on indemnity basis, the **Insured Person** shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen **Policy**.

**6. Fraud**

If any claim made by the **Insured Person**, is in any respect fraudulent,

or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the **Insured Person** or anyone acting on her behalf to obtain any benefit under this **Policy**, all benefits under this **Policy** and the premium paid shall be forfeited.

Any amount already paid against claims made under this **Policy** but which are found fraudulent later shall be repaid by all recipient/policyholder, who has made that particular claim, who shall be jointly and severally liable for such repayment to the **Insurer**.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the **Insured Person** or by his agent or the **Hospital/doctor/any other party** acting on behalf of the **Insured Person**, with intent to deceive the **Insurer** or to induce the **Insurer** to issue an insurance **Policy**:

- a) the suggestion, as a fact of that which is not true and which the insured person does not believe to be true;
- b) the active concealment of a fact by the **Insured Person** having knowledge or belief of the fact;
- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to be fraudulent.

The Company shall not repudiate the claim and / or forfeit the **Policy** benefits on the ground of Fraud, if



the **Insured Person** / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the **Insurer**.

**7. Cancellation**

- i. The policyholder may cancel this **Policy** by giving 15 days written notice and in such an event, the Company shall refund premium for the unexpired **Policy Period** as detailed below.

Length of time <b>Policy</b> in force	Plan Detail	
	Plan A	Plan B
Upto 1 Month	91.50%	75.00%
>1 month & Upto 3 Months	88.50%	50.00%
>3 months & Upto 6 Months	75.00%	25.00%
>6 months & Upto 12 Months	66.50%	0%
>12 months & Upto 15 Months	50.00%	Not Applicable
>15 months & Upto 18 Months	41.50%	Not Applicable
>18 months & Upto 24 months	33.00%	Not Applicable
>24 months & Upto 30 months	8.00%	Not Applicable
Exceeding 30 months	0%	Not Applicable

Not with standing anything contained herein or otherwise, no refunds of premium shall be made

in respect of Cancellation where, any claim has been admitted or has been lodged by the **Insured Person** under the **Policy**.

- ii. The Company may cancel the **Policy** at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the Policyholder/**Insured Person** by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

**8. Free look period**

The Free Look Period shall be applicable on new individual health insurance policies.

The **Insured Person** shall be allowed free look period of thirty days beginning from the date of receipt of the **Policy** document, whether received electronically or otherwise, to review the terms and conditions of such **Policy**, and to return the same if not acceptable.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to

- i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the **Insured Person** and the stamp duty charges or
- ii. where the risk has already commenced and the option of return of the **Policy** is exercised by the **Insured Person**, a deduction towards the

proportionate risk premium for period of cover or

- iii. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

## 9. Redressal of Grievance

The Company is committed to extend the best possible services to its customers. However, if **You** are not satisfied with **Our** services and wish to lodge a complaint, please feel free to call **Our** 24x7 Toll free number 1800-266-7780 or 022-66939500 (toll) or **You may** email to the customer service desk at customersupport@tataaig.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response within a period of 10 days from the date of receipt of the complaint by the Company or its office in Mumbai. In case the resolution is likely to take longer time, **We** will inform **You** of the same through an interim reply.

### Escalation Level 1

For lack of a response or if the resolution still does not meet **Your** expectations, **You** can write to manager.customersupport@tataaig.com. After investigating the matter internally and subsequent closure, **We** will send **Our** response within a period of 8 days from the date of receipt at this email id.

### Escalation Level 2

For lack of a response or if the resolution still does not meet **Your**

expectations, **You** can write to the Head - Customer Services at head.customerservices@tataaig.com. After examining the matter, **We** will send **You Our** final response within a period of 7 days from the date of receipt of **Your** complaint on this email id. Within 30 days of lodging a complaint with **Us**, if **You** do not get a satisfactory response from **Us** and **You** wish to pursue other avenues for redressal of grievances, **You** may approach Insurance Ombudsman appointed by IRDA under the Insurance Ombudsman Scheme.

## 10. Renewal

This policy will lapse on the expiry date mentioned in the policy schedule and shall not be renewed.

## 11. Nomination

The policyholder is required at the inception of the **Policy** to make a nomination for the purpose of payment of claims under the **Policy** in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the **Policy** is made. In the event of death of the policyholder, the Company will pay the nominee {as named in the **Policy Schedule/ /Endorsement (if any)}** and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the **Policy**.

- ii. **Specific terms and clauses (terms and clauses other than those mentioned under Section 4 (i) above)**

## 12. Insured Person

- i. Only the person named as an **Insured Person** in the Schedule shall be covered under this **Policy**.

## 13. Risk Loadings

- i. **We** may apply a risk loading on the premium payable (based upon the declarations made in the proposal and the health status of the person proposed for insurance).
- ii. The loading shall be applied basis outcome of **Our** underwriting.
- iii. These loadings are applied from Commencement Date of the **Policy** with **Us**.
  - a. **We** will inform **You** about the applicable risk loading through a counter offer letter.
  - b. **You** need to revert to **Us** with consent and additional premium (if any), within 15 days of the issuance of such counter offer letter.
  - c. In case, **You** neither accept the counter offer nor revert to **Us** within 15 days, **We** shall cancel **Your** application and refund the premium paid within next 10 days subject to deduction of the Pre-Policy Check up charges, as applicable.
- iv. Please note that **We** will issue **Policy** only after getting **Your** consent.

## 14. Entire Contract

- i. This **Policy**, its Schedule, endorsement(s), proposal constitutes the entire contract of insurance. No change in this **Policy** shall be valid unless approved by **Us** and such approval be endorsed hereon.
- ii. This **Policy** and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this **Policy** or of the Schedule shall bear such meaning wherever it may appear.

## 15. Notices

- i. Any notice, direction or instruction under this **Policy** shall be in writing and if it is to:
  - a. **Insured Person**, then it shall be sent to **You** at **Your** address specified in the Schedule to this **Policy** and **You** shall act for the **Insured Person** for these purposes.
  - b. **Us**, it shall be delivered to **Our** address specified in the Schedule to this **Policy**. No insurance agents, brokers or other person or entity is authorised to receive any notice, direction or instruction on **Our** behalf unless **We** have expressly stated to the contrary in writing.

## 16. Premium Refund in case of demise of the Insured Person

The Policy shall automatically terminate in case of demise of the **Insured Person**.

Provided no claim has been made and deletion from **Policy** takes place on account of death of the **Insured Person** during the **Policy Period**, pro-rata refund of premium of the deceased **Insured Person** for the balance period of the **Policy** will be made. Refund will be made to the Policyholder or the nominee as the case may be in case of demise of the Policyholder. **We** would require death certificate of the Deceased **Insured Person** for processing of the refund amount.

**Section 5 – Claims Procedure and Claims Payment**

This section explains about the procedure involved to file a valid claim by the **Insured Person** and processes related in managing the claim by TPA or Us. All the procedures and processes such as **Notification of Claim**, availing cashless service, supporting claim documents and related claim terms of payment are explained in this section.

**a. Notification of Claim**

Every claim needs to be notified to **Us** either in writing or email or through a call to **Our** tollfree number, as mentioned in the **Policy Schedule**, within the stipulated timelines as mentioned below:

Event	<b>We</b> or <b>Our</b> TPA* must be informed:
1 If any treatment for which a claim may be made and that treatment requires planned <b>Hospitalization/ Day Care Treatment/ AYUSH</b> :	At least 48 hours prior to the <b>Insured Person's</b> admission/ start of treatment.
2 If any treatment for which a claim may be made and that treatment requires emergency <b>Hospitalization/ Day Care Treatment</b>	Within 24 hours of the <b>Insured Person's</b> admission to <b>Hospital/ Surrogacy Clinic</b> or at the time of discharge, whichever is earlier.

\*TPA as mentioned in the **Policy Schedule**, if applicable.

Timely intimation of claim in **Our** prescribed format is a pre-condition for admission of liability.

**We** may waive off this condition in extreme cases of hardship where it is proved to **Our** satisfaction that under the circumstances in which **You** were placed, it was not possible for **You** or any other person to give notice or file claim within the prescribed time limit.

**b. Cashless Service**

Treatment, Consultation or Procedure:	Taken at:	Cashless Service is Available:	<b>We</b> must be given notice that the <b>Insured Person</b> wishes to avail cashless service accompanied by full particulars:
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If any planned treatment, consultation or procedure for which a claim may be made:	Network <b>Hospital</b>	<b>We</b> will provide cashless service by making payment to the extent of <b>Our</b> liability directly to the Network <b>Hospital</b> .	At least 48 hours before the planned <b>Hospitalization</b>
If any treatment, consultation or procedure for which a claim may be made, requiring emergency <b>Hospitalization</b>	Network <b>Hospital</b>	<b>We</b> will provide cashless service by making payment to the extent of <b>Our</b> liability directly to the Network Hospital.	Within 24 hours of the <b>Hospitalization</b> and prior to discharge

**c. Procedure for Cashless Service**

- i. Cashless Service is only available at **Our** network **Hospitals**.
- ii. In order to avail cashless treatment, the following procedure must be followed by **You**:
  - a. Prior to taking treatment and/ or incurring **Medical Expenses** at a Network **Hospital**, **You** must call **Our** designated TPA/Us and request pre-authorization.
  - b. **Our** designated TPA/**We** will check **Your** coverage as per the eligibility and send an authorization letter to the provider. **You** have to provide the ID card issued to **You** along with any other information or documentation that is requested by the TPA/**Us** to the Network **Hospital**.
  - c. In case of deficiency in the documents sent to TPA/**Us** for cashless authorization, the same shall be communicated to the **Hospital** by TPA/**Us** within 6 hours of receipt of the documents.

- d. In case the ailment /treatment is not covered under the **Policy** or cashless is rejected due to insufficient documents submitted, a rejection letter would be sent to the **Hospital** within 6 hours.
- e. Rejection of cashless in no way indicates rejection of the claim. **You** are required to submit the claim along with required documents for **Us** to decide on the admissibility of the claim.
- f. If the cashless is approved, the original bills and evidence of treatment in respect of the same shall be left with the Network **Hospital**.
- g. Pre-authorization does not guarantee that all costs and expenses will be covered. **We** reserve the right to review each claim for **Medical Expenses** and accordingly coverage will be determined according to the terms and conditions of this **Policy**.

**d. Supporting Documentation & Examination**

- i. **You** or someone claiming on **Your** behalf shall provide Us with documentation, medical records and information **We** or **Our** TPA may request to establish the circumstances of the claim, its quantum or **Our** liability for the claim within 15 days or earlier of **Our** request or the **Insured Person's** discharge from **Hospitalization** or completion of treatment.
- ii. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if **You** can satisfy **Us** that it was not reasonably possible for **You** to give proof within such time.
- iii. **We** may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the **Insured Person**.
- iv. Such documentation will include the following:
  - a. **Our** claim form, duly completed and signed for on behalf of the **Insured Person**. **We**, upon receipt of a notice of claim, will furnish Your representative with such forms as **We** may require for filing proofs of loss or **You** may download the claim form from **Our** Website.
  - b. Original Bills (pharmacy purchase bill, consultation bill, diagnostic bill) and any attachments thereto like receipts or prescriptions in support of any amount claimed which will then become **Our** property.
  - c. All medical reports, case histories, investigation reports, indoor case papers/ treatment papers (in reimbursement cases, if available), discharge summaries.
  - d. A precise diagnosis of the treatment for which a claim is made.
  - e. A detailed list of the individual medical services and treatments provided and a unit price for each in case not available in the submitted **Hospital** bill.
  - f. Prescriptions that name the **Insured Person** and in the case of drugs: the drugs prescribed, their price and a receipt for payment. In case of pre/post **Hospitalization** claim Prescriptions must be submitted with the corresponding Doctor/**Hospital** invoice.
  - g. All pre and post investigation, treatment and follow up (consultation) records pertaining to the present ailment for which claim is being made, if and where applicable.
  - h. Treating doctor's certificate regarding missing information in case histories e.g. Circumstance of **Injury** and Alcohol or drug influence at the time of **Accident**, if available.
  - i. Copy of settlement letter from other insurance company or TPA.
  - j. Stickers and invoice of implants used during **Surgery**.
  - k. Copy of MLC (Medico legal

case) records, if carried out and FIR (First information report), if registered, in case of claims arising out of an **Accident** and available with the claimant.

- l. Regulatory requirements as amended from time to time, currently mandatory NEFT (to enable direct credit of claim amount in bank account) and KYC (recent ID/Address proof and photograph) requirements.
- m. Legal heir/succession certificate, if required
- n. PM report (wherever applicable)
- o. The Company reserves the right to call for additional documents wherever required.
- v. Note: In case **You** are claiming for the same event under an indemnity based **Policy** of another **Insurer** and are required to submit the original documents related to **Your** treatment with that particular **Insurer**, then **You** may provide **Us** with the attested copies of such documents along with a declaration from the particular **Insurer** specifying the availability of the original copies of the specified treatment documents with it.
- vi. **We** at **Our** own expense, shall have the right and opportunity to examine **Insured Person** through **Our** Authorised **Medical Practitioner** whose details will be notified to **Insured Person** when and as often as **We** may reasonably require during the pendency of a claim hereunder.

**e. Claims Assessment and Payment**

**i. General**

- a. **We** shall be under no obligation to make any payment under this **Policy** unless:
  - **We** have received all premium payments in full and in time and
  - **We** have been provided with the documentation and information which **We** or **Our** TPA has requested to establish the circumstances of the claim, its quantum or **Our** liability for it, and
  - Unless **You** have complied with **Your** obligations under this **Policy**.
- b. This Policy only covers claims incurred within India and payments under this Policy shall only be made in Indian Rupees within India.

Where an ailment/ **Illness**/ disease is excluded under both exclusions with waiting Periods (as specified under Section 3 (i) Sub section (1) and under any other **Policy** exclusion, then for assessment of liability, any expense related to that ailment/ **Illness**/ disease shall not be covered under this **Policy**.

**Section 6 - Dispute Resolution**

**1. Dispute Resolution Clause**

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law.

**Annexure A**

**NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES**

Centre	Address & Contact	Jurisdiction of Office Union Territory, District
Ahemdabad	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahemdabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu
Bengaluru	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
Bhopal	Office of the Insurance Ombudsman, 1st floor, "Jeevan Shikha", 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh, Chhattisgarh
Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 4646394 / 2706468 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh
Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)



Centre	Address & Contact	Jurisdiction of Office Union Territory, District
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23237539 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh
Guwahati	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
Hyderabad	Office of the Insurance Ombudsman, 6-2-46, 1st floor, “Moin Court”, Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry
Jaipur	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363/2740798 Email: bimalokpal.jaipur@cioins.co.in	Rajasthan
Ernakulam	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja’s College, M.G.Road, Ernakulam - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands

Centre	Address & Contact	Jurisdiction of Office Union Territory, District
Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareilly, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
Mumbai	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)
Noida	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshihar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur

Centre	Address & Contact	Jurisdiction of Office Union Territory, District
Patna	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand
Pune	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

For updated list and details of Insurance Ombudsman Offices, please visit website <http://www.cioins.co.in/ombudsman.html>

**Section 64VB of the Insurance Act, 1938** - Commencement of risk cover under the **Policy** is subject to receipt of premium by TATA AIG General Insurance Company Limited.

**Prohibition of Rebates - Section 41 of the Insurance Act, 1938 as amended by Insurance Laws (Amendment) Act, 2015.**

1. No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the **Policy**, nor shall any person taking out or renewing or continuing a **Policy** accept any rebate, except such rebate as may be allowed in accordance with the published prospectuses or tables of the **Insurer**.
2. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to ten lakh rupees.