

ABILITY SHIELD INSURANCE POLICY - GROUP**POLICY WORDINGS****PREAMBLE**

This Policy is a contract of insurance issued by **Raheja QBE General Insurance Company Limited** (hereinafter called the 'Company') to the Proposer as mentioned in the Schedule (hereinafter called the 'Insured') to cover the person(s) as named in the schedule (hereinafter called the 'Insured Persons'). The Policy is based on the statements and declarations as provided in the Proposal Form by the Proposer and is subject to receipt of the requisite premium.

Operational Clause

1. The Policy is evidence of the contract between You (the Policyholder) and Us.
2. The proposal and Disclosure to Information Norms and any other information supplied by You forms the basis of this Policy.
3. The Policy, the Schedule and any endorsement are to be read as one document and any word or expression used with a specific meaning in any of them has the same meaning, wherever it appears.
4. This Policy has been issued on receipt of premium from You for the period as stated in the Schedule. Any subsequent Renewal will require Our acceptance of Your proposal and Your payment of premium for the renewal period.
5. The terms, conditions and exceptions that appear in the Policy or in any endorsement are part of the Policy and must be complied with. Failure to comply may result in the claim being denied.

1. DEFINITIONS

The terms as defined below and at other junctures in the Policy have the meanings ascribed to them wherever they appear in this Policy and where, the context so requires, references to the singular include references to the plural; references to the male includes the female and references to any statutory enactment includes subsequent amendments/changes to the same.

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

1.2 Age means age of the Insured person as on last birthday as on date of commencement of the Policy.

1.3 Any One Illness means continuous period of illness, and it includes relapse within forty-five days from the date of last consultation with the hospital where treatment has been taken.

1.4 Break in Policy means the period of gap that occurs at the end of the existing policy term/installment premium due date, when the premium due for renewal on a given policy or installment premium due is not paid on or before the premium renewal date or grace period.

1.5 Certificate of Insurance means the certificate issued to the Insured Person confirming the Policy details & coverage as opted under the Policy. The Certificate of Insurance forms part of the policy.

1.6 Condition Precedent means a Policy term or condition upon which the Company's liability under the Policy is conditional upon.

1.7 Congenital Anomaly refers to a condition(s) 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.

1.8 Day means a period of 24 consecutive hours during a period of confinement. The first Day of confinement shall commence at the time of admission to the Hospital and each subsequent Day shall commence 24 hours after the commencement of the previous Day. In the event of the time of discharge of the Insured Person from the Hospital being more than 12 hours, but less than 24 hours from the end of the previous Day, then the day of discharge shall also be regarded as a Day.

1.9 Day Care Centre means any institution established for day care treatment of disease/injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- i. has qualified nursing staff under its employment.
- ii. has qualified medical practitioner(s) in charge.
- iii. has a fully equipped operation theatre of its own where surgical procedures are carried out
- iv. maintains daily records of patients and shall make these accessible to the Company's authorized personnel.

1.10 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 twenty-four hours because of technological advancement, and
- ii. which would have otherwise required a hospitalization of more than twenty-four hours.

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

1.11 Dental Treatment means a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery.

1.12 Deductible means a cost sharing requirement under a health insurance Policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity

policies and specified number of days/hours in case of Hospital cash policies which will apply before any benefits are payable by the Insurer. A Deductible does not reduce the sum insured.

1.13 Disclosure to information norm: The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.

(Note: “Material facts” for the purpose of this policy shall mean all important, essential and relevant information sought by the company in the proposal form and other connected documents to enable him to take informed decision in the context of underwriting the risk)

1.14 Grace Period means the specified period of time, immediately following the premium due date during which a payment can be made to renew or continue the Policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be fifteen days where premium payment mode is monthly and thirty days in all other cases.

Provided the insurers shall offer coverage during the grace period, if the premium is paid in instalments during the policy period.

1.15 Hospital means any institution established for in-patient care and day care treatment of disease/ injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under Schedule of Section 56(1) of the said Act, OR complies with all minimum criteria as under:

- i. has qualified nursing staff under its employment round the clock;
- ii. has at least ten inpatient beds, in those towns having a population of less than ten lacs and fifteen inpatient 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 procedures are carried out
- v. maintains daily records of patients and shall make these accessible to the Company’s authorized personnel.

1.16 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 at least 5 in-patient beds.
 - ii. Having qualified *AYUSH Medical Practitioner* in charge round the clock.
 - iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out.
 - iv. Maintaining daily records of the patients and making them accessible to the insurance company’s authorized representative.

1.17 AYUSH Day Care Centre:

AYUSH Day Care Centre means and includes Community Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health center 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:

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

(Explanation: Medical Practitioner referred in the definition of “AYUSH Hospital” and “AYUSH Day Care Centre” shall carry the same meaning as defined in the definition of “Medical Practitioner” under Chapter I of Guidelines)

1.18 Hospitalization means admission in a hospital for a minimum period of twenty-four (24) consecutive ‘In-patient care’ hours except for specified procedures/ treatments, where such admission could be for a period of less than twenty four (24) consecutive hours.

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

- i. **Acute Condition** means a disease, illness or injury that is likely to response quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery.
- ii. **Chronic Condition** means a disease, illness, or injury that has one or more of the following characteristics.
 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
 2. it needs ongoing or long-term control or relief of symptoms
 3. it requires rehabilitation for the patient or for the patient to be special trained to cope with it
 4. it continues indefinitely
 5. it recurs or is likely to recur

1.20 Injury means accidental physical bodily harm excluding illness or disease, solely and directly caused by external, violent and visible and evident means which is verified and certified by a medical practitioner.

1.21 In-Patient Care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

1.22 Insured Person means person(s) named in the schedule of the Policy.

1.23 Medical Advice means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow up prescription.

- 1.24 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 hospitals or doctors in the same locality would have charged for the same medical treatment.
- 1.25 Medical Practitioner** means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the license.
- 1.26 Medically Necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- is required for the medical management of illness or injury suffered by the insured
 - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity.
 - must have been prescribed by a medical practitioner.
 - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 1.27 Migration:** “Migration” means a facility provided to policyholders (including all members under family cover and group policies), to transfer the credit gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.
- 1.28 Material facts** shall mean all relevant information as sought by the company in the proposal form and all other connected documents which form basis on which the policy is issued to enable the Company to take informed decision in the context of underwriting and the risk parameters.
- 1.29 Material Duties** shall mean the essential tasks, functions and operations, and the skills, abilities, knowledge, training & experience, generally required by the Employers from the full-time confirmed employees engaged in a particular occupation and cannot be reasonably modified or omitted.
- 1.30 Material Change** Insured Person shall disclose to Us in writing of any material change in the health condition at the time of seeking Renewal of this Policy, irrespective of any claim arising or made. The terms and conditions of the existing policy will not be altered.
- 1.31 Notification of Claim** means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication.
- 1.32 Nominee/Assignee** means the person named in the Policy Schedule /Certificate of Insurance who is nominated to receive the benefits under the Policy in accordance with the terms and conditions of the Policy, if You are deceased. In case the nominee is minor on the date when payment becomes due under the Policy, payment shall be made to the appointee as named in the Policy Schedule /Certificate of Insurance.
- 1.33 Out-Patient (OPD) Treatment** means treatment in which the insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based

on the advice of a medical practitioner. The insured is not admitted as a day care or in-patient.

1.34 Pre-Existing Disease (PED): Preexisting disease 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.

1.35 Proposal form means a form to be filled in by the prospect in written or electronic or any other format as approved by the Authority, for furnishing all material information as required by the Insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.

1.36 Policy means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured person, what is excluded from the cover and the terms & conditions on which the Policy is issued to the Insured person.

1.37 Policy period means period as mentioned in the schedule for which the Policy is issued

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

1.39 Policy year means a period of twelve months beginning from the date of commencement of the policy period and ending on the last day of such twelve-month period. For the purpose of subsequent years, policy year shall mean a period of twelve months commencing from the end of the previous policy year and lapsing on the last day of such twelve-month period, till the policy period, as mentioned in the schedule

1.40 Policyholder means the entity or person named as such in the Policy schedule/Certificate of Insurance.

1.41 Portability: “Portability” means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credit gained for preexisting diseases and specific waiting periods, from one insurer to another insurer.

1.42 Renewal: Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

1.43 Sub-limit means a cost sharing requirement under a health insurance policy in which an insurer would not be liable to pay any amount in excess of the pre-defined limit

1.44 Sum Insured means the pre-defined limit specified in the Policy Schedule. Sum Insured and Cumulative Bonus represents the maximum, total and cumulative liability for any and all claims made under the Policy, in respect of that Insured Person (on Individual basis) or all Insured Persons (on Floater basis) during the Policy Year

1.45 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 of suffering and prolongation of life, performed in a hospital or day care center by a medical practitioner.

1.46 Subrogation shall mean the right of the Insurer to assume the rights of the Insured person to recover expenses paid out under the Policy that may be recovered from any other source.

1.47 Time Deductible means a cost sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified number of days, which will apply before any benefits are payable by the insurer. A Time Deductible does not reduce the sum insured.

1.48 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.

2. SPECIFIC DEFINITIONS

2.1 Activities of Daily Living: Activities of Daily Living means the following activities: bathing, dressing, eating, toileting, transferring, and continence. An insured person shall be considered unable to perform an Activity of Daily Living if he or she requires substantial assistance from another person to perform such activity.

2.2 Authority means the Insurance Regulatory and Development Authority of India (IRDAI) established under sub section 1 of section 3 of the IRDA Act 1999.

2.3 Functional Incapacity for the purposes of this policy refers to a condition arising due to a severe illness, injury, or chronic medical condition that results in continuous incapacity to perform any form of productive or routine Activities Of Daily Living which includes Partial or intermittent confinement to bed, with limited ability to perform daily tasks such as hygiene, feeding and independent movement.

2.4 Insured Event means any event specifically mentioned as covered under this Policy.

2.5 Occupational Disability means an impairment/ condition arising from an Injury or Illness:

- i. which is medically confirmed by a Medical Practitioner (who holds a valid registration from the Medical Council of India / National Medical Commission / State Medical Council), preferably a MD (Doctor of Medicine) / DNB (Diplomate of National Board) / MS (Master of Surgery), and
- ii. has rendered the Insured Person unable to continue the material duties of his/ her regular occupation, and
- iii. requires him/her to be under the regular care of a Medical Practitioner and receive appropriate Medically Necessary Treatment.

2.6 Qualifying Period means the period starting from the first day of the Occupational disability/Functional Incapacity of the Insured Person and continuing for the period as specified in the Policy Schedule / Certificate of Insurance. During the Qualifying Period, there shall be no entitlement for benefits payouts. The Insured Person must first complete the Qualifying Period, as specified in the Policy Schedule / Certificate of Insurance, before the benefits are payable.

2.7 Schedule of Benefits means that portion of the Policy which sets out the Benefits available to You / Insured Person in accordance with the terms of the Policy.

2.8 Terrorism means activities against persons, organizations or property of any nature:

- a) that involve the following:
 - i. use or threat of force or violence; or
 - ii. commission or threat of a dangerous act; or
 - iii. commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
- b) when one or both of the following applies:
 - i. the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - ii. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

2.9 War means war, whether declared or not or any warlike activities, including use of the military force by any sovereign nations to achieve economic, geographic, nationalistic, political racial religious or other ends.

2.10 We, Insurer, Our, Company, RQBE or Us means Raheja QBE General Insurance Company Limited

2.11 You or Your means the policyholder shown in the policy Schedule who has concluded the Policy with Us.

3. SCOPE OF COVER

This Policy provides for Monthly benefit cover. We will pay the monthly benefit amount, at the end of each month, if the Insured Person suffers from Occupational Disability and/or continuous Functional Incapacity throughout the month during the Policy Period due to any illness or injury. The maximum benefit payable under the policy will be for the period as specified in the Policy Schedule / Certificate of Insurance if the insured person continues to be occupationally disabled and/or have Functional Incapacity.

The Insured Person must be continuously disabled or have Functional Incapacity and should be under the care of a Medical Practitioner throughout the chosen benefit period to become eligible for the benefit under this cover.

Eligibility of the Person to be Insured:

- i. Resident of India and Indian Nationality
- ii. Insured person must be capable of performing Activities of Daily Living for the period specified in the policy schedule before the effective date of the Insurance Policy. If Insured person is incapable of performing Activities of Daily Living because of injury / illness, any time during the said period before the Policy effective date, then the Insured person will not be covered under the policy until he/ she fulfils the criteria. Further, it is understood that the insured person is capable of performing Activities of Daily Living during the tenure between the proposal date and policy inception date. However, in the event if it is otherwise, the insured person/proposer is required to

inform in writing to the Insurer well in advance and at least 48 hours before the policy issuance.

- iii. Benefits shall be payable when the insured person is unable to perform at least two (2) Activities of Daily Living, without assistance.

Monthly benefit cover

We will pay the monthly benefit, if the Insured Person suffers from continuous Occupational Disability and/or continuous Functional Incapacity, during the Policy Period, due to any illness or injury.

The benefit is subject to the terms, general exclusions as stated in the Policy and the following conditions:

- a. The monthly benefit payout shall be, equal to the benefit option chosen and shall be paid maximum up to the benefit period as specified in the Policy Schedule / Certificate of Insurance.
- b. The Insured Person must first complete the Qualifying period as specified in the Policy Schedule / Certificate of Insurance, before the benefits are payable. During the Qualifying Period, no benefits shall be paid.
- c. The Qualifying Period starts when a Medical Practitioner certifies that the Insured Person is unable to perform his / her regular occupation or any other occupation.
- d. The Insured Person must be continuously disabled or have Functional Incapacity and should be under care of a Medical Practitioner throughout the Qualifying Period to become eligible for benefits under this option.
- e. The monthly payouts for the Insured Person will end on the earliest of the following –
 - Date the Insured Person is no longer Occupationally Disabled or having Functional Incapacity
 - Death of the Insured Person
 - After the benefit period has ended.

4. EXCLUSIONS

4.1 Time Bound Exclusion

The following exclusions shall be applicable for all benefits:

Pre-Existing Disease: In case of a pre-existing Disease (PED) and its direct complications, no benefits shall be payable until the expiry of 36 months of continuous coverage after the date of inception of the first policy with Us

In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.

If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of prior coverage.

Coverage under the policy after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Us.

4.2 Other Exclusions

We shall not be liable for payment of benefit in respect of an Occupational Disability or Functional Incapacity under this Policy arising out of or howsoever related to any of the following:

- i. Intentional self-Injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol) or attempted suicide.
- ii. Accident while under the influence of alcohol or drugs or other intoxicants
- iii. Participation in an actual or attempted felony, riot, crime, misdemeanour or civil commotion
- iv. Insured Person committing or attempting to commit a breach of law with criminal intent.
- v. Whilst engaging in Aviation or Ballooning or whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
- vi. Participating in motor racing or trial run as a driver, co-driver or passenger.
- vii. War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
- viii. 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:

- a. 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.
- b. 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.
- c. 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.
- ix. The Insured Person engaging in or taking part in armed forces service or operations.
- x. Bodily Injury caused by or arising from terrorism, except in case where the Policyholder is a victim of terrorist act and not abetting terrorism.
- xi. Illness / Injury which results from voluntary organ donation surgery or its complications.
- xii. Any Occupational disability/Functional Incapacity arising out of Obesity or its treatment, Change of Gender procedures and Cosmetic/plastic surgery.
- xiii. Disablement resulting from or caused by Maternity or Child Birth or Medical treatment traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization). Any disablement resulting due to miscarriages (unless due to an accident) and lawful medical termination of pregnancy during the policy period. This exclusion shall be applicable for coverage under this policy unless waived off and noted in Policy Schedule.
- xiv. Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of Insured Person 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.

5. GENERAL TERMS AND CLAUSES

5.1 Standard General Terms and Clauses:

5.1.1 Disclosure to information norm:

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

5.1.2 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.

5.1.3 Migration & Portability

Migration- The Insured Person will have the option to migrate the policy to other health insurance products/plans offered by the Company by applying for migration of the policy at least 30 days before the policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the Company, the Insured Person will get all the accrued continuity benefits in waiting periods as per the IRDAI guidelines on migration.

Portability- The Insured Person will have the option to port the Policy to other insurers as per extant Guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance plan with an Indian General/Health insurer as per Guidelines on portability, the proposed Insured Person will get all the accrued continuity benefits in waiting periods as under:

- i. The waiting periods specified shall be reduced by the number of continuous preceding years of coverage of the Insured Person under the previous health insurance Policy.
- ii. Portability benefit will be offered to the extent of sum of previous sum insured and accrued bonus (as part of the base sum insured), portability benefit shall not apply to any other additional increased Sum Insured.

For Detailed Guidelines on migration & portability, kindly refer the link:

<https://www.rahejaqbe.com/uploads/images/health-basic-guideline/pdf/download/Portability%20and%20Migration%20Guidelines.pdf>

5.1.4 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 his/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(s)/policyholder(s), 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

5.1.5 Sanctions Limitation And Exclusion

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provisions of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America or any other applicable national economic or trade sanction law or regulations.

5.1.6 Grace Period

A Grace Period, as defined under 1.14, is available for Renewal of the Policy.

Coverage will not be available during the period for which no premium is received.

Any Illness, disease or condition contracted during Grace Period will not be covered and will be treated as Pre-existing diseases.

Policies for which Premium is received after the Grace Period shall be considered as a fresh policy.

5.1.7 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/Policy Certificate/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.

5.1.7 Multiple Policies

In case of multiple policies which provide fixed benefits, on the occurrence of the Insured event in accordance with the terms and conditions of the policies, the insurer shall make the claim payments independent of payments received under other similar policies.

5.1.8 Redressal of Grievance

In case of any grievance the Insured Person may contact the company through

Website: www.rahejaqbe.com

Toll free: 1800-102- 7723 (9 am to 8 pm, Monday to Saturday)

E-mail: customercare@rahejaqbe.com

Telephone: 022 - 69155050

For Senior Citizen: 1800-102- 7723 (9 am to 8 pm, Monday to Saturday)

E-mail: seniorcitizencare@rahejaqbe.com

Courier: Any branch office or the correspondence address, during normal business hours.

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance. If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at:

RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED

Raheja QBE General Insurance Company Limited
Fulcrum, 501 & 502, A Wing, 5th Floor, IA Project Road, Sahar
Andheri East, Mumbai 400059, India
Tel: 022 - 69155050
Website: www.rahejaqbe.com
Email: complaintsofficer@rahejaqbe.com

Grievance may also be lodged at IRDAI Integrated Grievance Management System -
<https://bimabharosa.irdai.gov.in/>

If Insured person is not satisfied with the redressal of grievance through above methods, the Insured Person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The contact details of Ombudsman offices are mentioned below:

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6 th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: oio.ahmedabad@cioins.co.in

Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 th Main Road, JP Nagar, 1 st Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email: io.bengaluru@cioins.co.in
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, 1st floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: io.bhopal@cioins.co.in
Odisha	Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar – 750009. Tel.: 0674 - 2596461 / 2596455/2596429/2596003 Email: io.bhubaneswar@cioins.co.in
Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: io.chandigarh@cioins.co.in
Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 th Floor, 453, Anna Salai, Teynampet, Chennai 600018. Tel. 044 – 24333668/ 24333678. Email: io.chennai@cioins.co.in
Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel: 011 - 46013992/ 23213504/23232481 Email: io.delhi@cioins.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: io.guwahati@cioins.co.in
Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A.C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: io.hyderabad@cioins.co.in
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141- 2740363 Email: io.jaipur@cioins.co.in

Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel: 0484 – 2358759 Email: oio.ernakulam@cioins.co.in
West Bengal, Sikkim, Andaman & Nicobar Islands.	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: oio.kolkata@cioins.co.in
Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: oio.lucknow@cioins.co.in
<u>List of wards</u> under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi 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: oio.mumbai@cioins.co.in
State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddha nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddha Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: oio.noida@cioins.co.in
Bihar, Jharkhand	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: oio.patna@cioins.co.in
State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region	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: oio.pune@cioins.co.in

Area of Navi Mumbai, Thane District, Raigad District, Palghar District and [wards of Mumbai](#), M/East, M/West, N, S and T."

Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasant Naik Mahamarg, Thane (West)- 400604
Tel.: 022-20812868/69 Email: oio.thane@cioins.co.in

The details of Insurance Ombudsman are available on Website:

<https://www.cioins.co.in/Ombudsman> ; on the website of General Insurance Council: www.gicouncil.in and our website www.rahejaqbe.com or from any of the Our offices.

5.2 Specific Terms and Clauses

5.2.1 Age Limit (Entry Age)

To be eligible to be covered under the Policy or get any benefits under the Policy, the minimum age of an insured member on the date of commencement of the Policy Period should be 18 years

5.2.2 Insured Persons

Only those persons named, as the Insured in the Policy Schedule shall be covered under this Policy. The details of the Insured Persons are as provided by You. A person may be added as an Insured Person during the Policy Period after his application has been accepted by Us, an additional premium has been paid and Our agreement to extend cover has been indicated by issuing an endorsement confirming the addition of such person as an Insured Person.

5.2.3 Entire Contract

The Policy and the Proposal form constitute the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, for which approval shall be evidenced by an endorsement on the Policy Schedule

5.2.4 Due Care

The Insured Person shall take all reasonable steps to safeguard the Insured's interests against loss or damage that may give rise to a claim.

5.2.5 Communication

- Any communications, notifications or declarations meant for Us must be in writing and delivered to our address specified in Policy Schedule/Certificate of Insurance.
- Any communication meant for You/Insured Person will be sent by Us to Your/Insured Persons address shown in the Policy Schedule. You/Insured Person must notify Us immediately of any change in Your address.
- Our agents are not authorized to receive communications, notices or declarations on Our behalf.

5.2.6 Renewal

- This Policy may be renewed by mutual consent and in such event; the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof.
- Renewal will not be refused by Us except on grounds of established fraud or non-disclosure, moral hazard or misrepresentation by the insured person, provided that the

policy is not withdrawn and also subject to conditions stated under clause 5.2.15

c. The Policyholder shall throughout the period of insurance keep and maintain a record containing the names of all the Insured Persons. The Policyholder shall declare to the company any additions in the number of Insured Persons as and when arising during the period of insurance and shall pay the additional premium as agreed

d. It is hereby agreed and understood that, this insurance being a group policy availed by the Insured covering members, the benefit thereof would not be available to members who cease to be part of the group for any reason whatsoever.

e. The premium rates or loadings for the product would not be changed without approval from Authority. However, the performance of the product will be reviewed annually and further pricing will be done on experience basis.

f. At the end of the Policy Period, the policy shall terminate and can be renewed within the Grace Period to maintain continuity of benefits without Break in Policy. Coverage during the grace period will be as defined under 1.14.

h. If not renewed within Grace Period after due renewal date, the Policy shall terminate.

5.2.7 Cancellation

The policyholder may cancel this policy by giving 7 days written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

1. If no claim has been made during the policy period, a proportionate refund of the premium will be issued based on the number of unexpired days. The date of the cancellation request will be considered as the expiry date of coverage.

2. If a claim has been made during the Policy period, no refund will be given to the Policyholder.

The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the Insured / 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.

Cancellation in case of Death of Insured Person

i. In case of no claim (s) in the policy year-

In the event of the death of any of the Insured Person subject to no claims made under the policy by the deceased person, the premium for unutilized policy period for the deceased member shall be refunded on a pro rata basis.

ii. In case of Claim(s) in the policy year -

In case of claim made under the policy by the deceased person, there will be no refund of premium for the deceased person.

5.2.8 Group Administrator:

The Group Administrator i.e. Policyholder shall take all reasonable steps to cover their members or employees of the company and ensure timely payment of premium in respect of the persons covered. The Group administrator will collect premium from members wherever applicable as mentioned in the Group/Master policy issued to the Group administrator. The Group administrator will neither charge more premium nor alter the scope of coverage offered under the Group/Master policy.

Group/Master policy will be issued to the group administrator and all members wherever required will be provided with the certificate of insurance by Us. We reserve the right to inspect the record at any time to ensure that terms and conditions of group policy and provisions as prescribed under IRDAI Regulatory Prescription existing during the policy tenure. We may also require you to submit to us a compliance certificate from your Group Administrator auditors.

The Group administrator will provide all possible help to its member and facilitate any service required under the Policy including claims. Notwithstanding this a member of the group covered under the Policy shall be free to contact Us directly for filing the claim or any assistance required under the Policy.

5.2.9 Addition and Deletion of Members

The new members of the policy can be added at periodic intervals. In respect of Employer–Employee Policies, the insurance coverage for each insured member shall commence from the earlier of the date of joining the group or the inception date of the Master Policy and shall terminate concurrently with the expiry of the Master Policy. In the case of Non–Employer–Employee Policies, the insurance coverage for each insured member shall commence from the date specified in the Certificate of Insurance and shall continue for a period of 1 year.

- a) The Company may issue multiple Group policies in tranches to the Group Organizer, subject to minimum group size and maximum policy term, for providing insurance coverage to the new members on an ongoing basis.
- b) All members of the group will be issued a Certificate of Insurance giving the details of the benefits, important conditions and exclusions.

5.2.10 Effect of Termination / Amendment to the Group Policy

During each period of continuous Occupational disability/Functional Incapacity, we will pay benefits according to the terms of the Group Policy in effect on the date the Insured person is Occupationally disabled and or Functionally Incapacitated. The right of the Insured person to receive benefits will not be affected by –

- Any amendment to the Group Policy that is effective after the Insured person has become disabled or functionally incapacitated.
- Termination of the Group Policy after the Insured person has become disabled

5.2.11 Coverage Termination Conditions

Cover under the Policy will end for the Insured Person on the earliest of the following

- a. Date the benefit provision under which the Insured person is covered terminates
- b. Coverage End Date

5.2.12 Payment Termination Conditions

Payouts will end for the Insured person on the earliest of the following –

- Date the Insured person is no longer disabled or functionally incapacitated
- Date the Insured person is able to perform Activities of Daily Living on his own

- Date the insured person is back to full time work
- Date of death of Insured person

5.2.13 Policy Period

Policy can be issued for tenure of 1 year.

In respect of Employer–Employee Policies, the insurance coverage for each insured member shall commence from the earlier of the date of joining the group or the inception date of the Master Policy and shall terminate concurrently with the expiry of the Master Policy. In the case of Non–Employer–Employee Policies, the insurance coverage for each insured member shall commence from the date specified in the Certificate of Insurance and shall continue for a period of 1 year.

5.2.14 Possibility of Revision of Terms of the Policy Including the Premium Rates

The Company may revise or modify the terms of the policy including the premium rates. The insured person shall be notified regarding the change of premium rates.

5.2.15 Withdrawal of Policy

- In the likelihood of this product being withdrawn in future, the Company will intimate the Insured Person about the same 90 days prior to expiry of the Policy. The product will be withdrawn only after due approval from the Authority.
- In such cases, where Policy is falling due for Renewal within 90 days from the date of withdrawal, We will provide the Policy holder one time option to renew the existing Policy with us or migrate to modified or new suitable health insurance policy with Us. Any Policy falling due for Renewal after 90 days from the date of withdrawal will have to migrate to a modified or new suitable health insurance policy with Us.
- In case Insured Person chooses to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period, as per IRDAI regulatory prescriptions prevailing then, provided the Policy has been maintained without a break as per extant regulatory framework.

5.2.16 Moratorium Period

After completion of sixty continuous months of coverage (including portability and migration) in health insurance policy, no claim shall be contestable by the insurer on grounds of non-disclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever, the Sum Insured is enhanced, the completion of sixty continuous months would be applicable from date of enhancement of sums insured only on the enhanced limits.

5.2.17 Free look period

The Free Look Period shall be applicable at the inception of the Policy and not on renewals or at the time of porting the policy.

The insured person shall be allowed a period of thirty days from date of receipt of the Policy, whether received electronically or otherwise, to review the terms and conditions of the Policy.

If the insured person has not made any claim during the Free Look Period, the insured person 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, 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;

5.2.18 Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved, evidenced by a written endorsement duly signed and stamped by the Company.

5.2.19 Change of Sum Insured

Sum insured can be changed (increased/ decreased) only at the time of renewal, subject to underwriting by the Company. For any increase in Sum Insured, the waiting period shall start afresh for the incremental portion of the sum insured.

5.2.20 Territorial Limits and Law

- a. This cover is offered to Resident of India and persons of Indian Nationality
- b. We cover Occupational Disability or Functional Incapacity due to an Injury or Illness sustained by the Insured Person during the Policy Period anywhere in the World.
- c. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian Law.
- d. The Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an endorsement on the Policy Schedule.

5.2.21 Dispute Resolution

Any and all disputes or differences under or in relation to this Policy shall be subject to the exclusive jurisdiction of the Indian Courts and subject to Indian law

5.2.22 Conditions when a claim arises**Claims Procedure**

In case of an Occupational Disability and/or Functional incapacity that may result in a claim, then

- a. Insured Person must immediately consult a Medical Practitioner and follow the Medical Advice and treatment that he recommends.
- b. Insured Person or someone claiming on his/her behalf must inform Us in writing immediately and in any event within 15 days of any event likely to give rise to a claim under this Policy.
- c. Insured Person must take reasonable steps to lessen the consequences of the Illness/Injury.
- d. Insured Person or someone claiming on his/her behalf must promptly give Us the documentation and other information We ask for to investigate the claim for Our obligation to make payment for it.
- e. Insured Person must have himself examined by Our medical advisors if We ask for this and as often as We consider this to be necessary.

- f. We will make claim payment to You or the Insured Person as specified in the Policy schedule.

In case of any claims, contact: 18001027723

Claims Department - Raheja QBE General Insurance Company Limited

Toll Free Number: 18001027723 (Monday to Saturday, 9 am to 8 pm)

Toll Free Fax: Customercare@rahejaqbe.com

Claims Documents

a. The Insured / Insured Person or his / legal representative as the case may be, is required to submit the following documents while lodging a claim under the Policy. The documents mentioned below are an indicative list. Additional documents may be asked, if required, for specific claims. Duly completed Claim Form signed by Insured/ Nominee along with filled.

- i. Attending Physician's Statement
 - ii. Claimant's Statement - Please provide brief details of accident/illness and enclose with claim form.
- b. Photocopy of Policy Schedule /Certificate of Insurance
- c. Copies of medical documents supporting the disability/incapacity and treatment taken related to the same.
- d. Original Investigation Reports and copies of reports, X - Ray films supporting the accidental injury. Post-Operative X-ray films, if any
- e. Disability Certificate (Not mandatory - as per the discretion of the insurer)
- i. For Physical Disabilities related with separation of limbs or complete loss of organs - Copy of Disability Certificate issued by Orthopedic Surgeon mentioning the type and percentage of disability. -Disability certificate to be issued by government doctor
 - ii. For Physical Disabilities NOT related with separation of limbs or complete loss of organs - Copy of Disability Certificate issued by a Government Doctor / Disability Board / Panel only
 - iii. For Non - Physical Disabilities - Copy of Disability Certificate issued by a Government Doctor / Disability Board / Panel only for the related specialty (e.g., Loss of memory, sense organs, vision, hearing etc.)
- f. In case of Employer Employee Group Policy
- i. Leave Records with seal and signature of Authorized signatory of the organization specifying the period of leave and reason for the same.
 - ii. Employee ID card
- g. First Information Report and Final Police report, wherever necessary.
- h. Bills and receipt towards expenses relevant to funeral ceremony / repatriation of mortal remains.
- i. Death certificate, wherever applicable.
- j. Copy of Photo ID and Address Proof of Insured Member for whom Claim is lodged.
- k. Legal Heir Certificate containing affidavit and indemnity bond both duly signed by all legal heirs and notarized (Mandatory if Nominee name is not mentioned on policy schedule/Certificate of Insurance).
- l. Authorization Letter - Authorization letter has to be submitted if you are authorizing another party to handle the claim (including collection of cheque) on your behalf.
- m. Consultation papers for all past and ongoing treatments.
- n. NEFT/Bank Details (to enable direct credit of claim amount in bank account) and cancelled cheque.

- o. KYC (Identity proof with Address – Pan card , Aadhar card, CKYC form) of the proposer.
- p. Form 16/26/ITR as per insurer discretion confirming the loss of monthly income

Settlement of Claim

- i. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
- ii. At any point of time, We can ask the Insured person to provide the proof of disability/Functional Incapacity. In case, the Insured person does not provide the required information within 30 days of date of such request, the Insured person will not be entitled for any benefits under the Policy.
- iii. In case of a claim, We may require the Insured person to undergo medical examination (cost for which will be borne by Us). If the Insured Person refuses or is not available or is not coordinating to undergo the required medical examination, we will not be liable to pay any benefit under the Policy.
- iv. If the Insured person voluntarily donates organ, then any illness / disability/Functional Incapacity which results from such organ donation surgery or its complications, will be excluded from the scope of cover.
- v. Pending claims will be asked for submission of incomplete documents.
- vi. Rejected claims will be informed to the Insured Person in writing with reason for rejection.
- vii. We will make all claim payments in Indian rupees within India only.
- viii. In case we have done any overpayments (due to delayed notification of Insured Person recovering from disability/Functional Incapacity), then We shall call for repayments of the excess claim amount. Unless the excess is repaid to Us, further payments will not be released from our side, or We may deduct the amount to be repaid from the future pay outs or We may opt for any legal recourse.

Payments

The Company shall be duly discharged of its obligations under this Policy and the Insured shall hold the Company harmless, upon making the payment of the claim to the Insured or his/her nominee/ legal heirs as the case may be and as agreed under the terms and conditions of the contract executed between the parties to the contract.

5.2.23 Claim Settlement (provision for Penal Interest)

- i The Company shall settle or reject a claim, as may be the case, within 15 days from the Date of Intimation of a Claim along with receipt of necessary/relevant documents.
- ii In the case of delay in the payment of a claim, the Company shall be liable to pay interest from the Date of Intimation of a Claim along with receipt of necessary documents up 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 Intimation of Claim along with receipt of necessary documents. In such cases, the Company shall settle the claim within 45 days from the Date of Intimation of a Claim along with receipt of necessary documents.
- iv In case of delay beyond stipulated 45 days the Insurer shall be liable to pay interest 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)

5.2.24 Records to be Maintained.

The Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representatives to inspect such records as and when deemed necessary. The Policyholder or Insured Person shall furnish such information as the Company may require for settlement of the claim under the Policy, as soon as possible and if the said information is required to be procured then within reasonable time limit and within the time limit as specified in the Policy Document.

5.2.25 Complete Discharge

Any payment to the policyholder, insured person or his/ her nominees or his/ her legal representative or assignee or to the Hospital/Nursing Home, as the case may be, for any benefit under the policy shall in all cases be a full, valid and effectual discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

5.2.26 Disclaimer

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

5.2.27 No Constructive Notice

Any knowledge or information of any circumstances or condition in relation to the Insured Person which is in the possession of the Company other than that expressly disclosed in the Proposal Form or otherwise in writing to, shall not be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

5.2.28 Electronic Transactions

The Insured agrees to adhere to and comply with policy terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time.

Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 as prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/ confirmed by the Insured.

5.2.29 Basis of Claim Payment

Recurring Disability/ Functional Incapacity

If the Occupational Disability or Functional Incapacity ends before the complete benefit period and the disability or Functional Incapacity recurs for the same or related cause within 3 months, Insured will be eligible to get the monthly benefits without fulfilling the requirement to complete new Qualifying periods. Benefits will be based on the coverage in force on the start date of the Qualifying Period. However, if the disability or Functional Incapacity is due to unrelated cause, then new Qualifying periods will apply. Qualifying Period will be applicable for a disability or Functional Incapacity recurring after a period of 3 months if the occurrence date of such Recurring Disability or Functional Incapacity falls within the policy period.

If an insured person has availed benefit or continues to avail benefit under an expired/expiring policy with us or with any other Insurer, then, upon renewal of the Policy with us, no benefit will be payable to the insured person under the renewed policy for the same disability or Functional Incapacity.

New Disability or Functional Incapacity

If a period of Occupational Disability or Functional Incapacity is extended by a new cause / event while the benefits are payable, the benefits will continue, while the Insured person remains disabled/Functionally Incapacitated subject that the benefits will not continue beyond the end of the Maximum Benefit Period as specified in Policy Schedule/Certificate of Insurance.

However, if the disability or Functional Incapacity is due to a new and unrelated cause occurring after a period of 3 months, within the policy period then a new Qualifying period will apply.

Examination of Records

We may examine your records relating to the insurance under this Policy at any time during the Policy Period and after the Policy expiration until final adjustment (if any) and resolution of all claims under this Policy.