

# CRITICAL ILLNESS INSURANCE POLICY POLICY WORDING

Po	licy Numbe	r					
	suing Office						
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PR	<b>EAMBLE</b>						
of the	he insurance statements y eturn for pay	which You which You ment of the	ou have re i have prov he premiur	quested. When draw rided in the proposal means shown in the Scheme.	ring up this Pol form. dule, We agree	ment is the Policy setting, We have relied or to insure You on happ	the information ening of covered
		•		ontained herein or e		efits become payable u Policy.	ander the Policy,
PA	RT I OF TH	HE POLIC	CY				
1.	Details of	Policy Ho	lder/ Insu	red			
a.	Name						
b.	Mailing Ac	ldress:					
	G						
c.	Contact De	etails:					
d.	Occupation	n:					
e.	Relationsh	ip to the Ir	nsured: _				
2.	Details of	Insured/	Insured P	ersons and Nomine	e		
	Name	Gender	Date of birth	Relationship with the Proposer	Name of Nominee #	Relationship with Nominee	Pre-existing diseases (if any)
# In	a case of the	nominee	is a minor	r, please provide the	e name of the g	guardian too.	
3.	Policy cov	erage					
P	Policy Period	l <b>:</b>					
S	tart Date and	d Hour:					
Е	End date and	Hour:					
4.	Territoria	l Scope: I	ndia	·			<u> </u>

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**Critical Illness Insurance Policy** 

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**TPA Details:** The details of the TPA and Our Network Providers and Diagnostic Centres can be found at Our website <a href="https://www.universalsompo.com">www.universalsompo.com</a>

#### 6. Table of Benefit

Benefit T	'able					
Section	Benefit (	Cover	Benefit Amount	Sum (Rs.)	Insured	Premium
	the Insu		Insured			
	Sr. No.	List of Critical Illnesses/ Surgical Proced	lures covered		Y/N	
	1	Cancer of specified severity				
	2	First Heart Attack of specified severity				
Critical	3	Open Chest CABG				
Illness	4	Open Heart Replacement				
	5	Coma of Specified Severity				
	6	Kidney Failure requiring regular dialysis				
	7	Stroke resulting in permanent symptoms				
	8	Major Organ /Bone Marrow Transplant				
	9	Permanent Paralysis of Limb				
	10	Motor Neurone Disease with Permanent Sy	mptoms			
	11	Multiple Sclerosis with persisting symptom	ns			

**6. Type of Policy:** Single Premium

**Premium Details** 

Basic Premium:	(Rs.)		
Loadings (if any applicable)	(Rs.)		
Less: Discount (if any):	(Rs.)		
Net Premium:		(Rs.)	
Add: Service Tax* and Education CESS (as applicable)	(Rs.)		
Total Amount  * Service Tax is subject to change as per change in Tax Laws		(Rs.)	

**Note:** In the event of dishonour of cheque, this Policy document automatically stands cancelled from inception, irrespective of whether a separate communication is sent or not.

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In witness

7.

For and On Behalf of

**Universal Sompo General Insurance Company Limited** 

	Authorised Signatory
Agency Details	
Agency Code:	
Agency Name:	
Contact Number:	

**Critical Illness Insurance Policy** 

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## Premium Certificate for the purpose of deduction under Section 80 D of Income Tax Act

This is t	o certify t	hat Shri/ Sı	nt				has	paid Rs	(	Rupe	es)* by
cheque	towards	premium	for	Critical	Illness	Insurance	Policy	No	for	the	period
from		_ to		vide (	Collection	n No	(	Collection Date_			

#### PART II OF THE POLICY

#### **DEFINITION**

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

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

Age means completed years as at the commencement of the Policy.

**Alternative treatments** are forms of treatments other than treatment "Allopathy" or "modem medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

**Break in policy**: It occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

**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 approved.

**Company** means "Universal Sompo General Insurance Company Limited."

**Condition Precedent** shall means a Policy term or condition upon which Our liability under the Policy is conditional upon.

**Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

This clause shall not apply to any Benefit offered on fixed benefit basis.

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

Day means a period of 24 consecutive hours.

**Dental Treatment** is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

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



**Emergency Care** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

**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 a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

**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 the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

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

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

**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.

- a) **Acute Condition** Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- b) **Chronic condition** A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
  - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
  - it needs ongoing or long-term control or relief of symptoms
  - it requires your rehabilitation or for you to be specially trained to cope with it
  - it continues indefinitely
  - it comes back or is likely to come back.

#### **Insured**

It means the individual whose name is specifically appearing in the Schedule herein after referred as "You"/"Yours"/"Yours"/"Yourself".

#### Iniury

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.

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



**Insured Persons** means person whose name is specifically appearing in the Schedule and is covered under the Policy. An individual may take this Policy for his/her spouse, children and/ or parents/ parents in laws on individual Sum Insured basis.

**Inpatient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

**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.

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

**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.

**Medically Necessary** treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the 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.

**Medical Practitioner** is 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 licence and is not a close member of Insured's family.

**Network Provider:** "Network Provider" means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

**Non- Network:** Any hospital, day care centre or other provider that is not part of the network.

**Nominee** means the person(s) nominated by You to receive the insurance benefits under this Policy payable on Your death.

**Notification of Claim** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

#### **OPD** treatment

OPD treatment is one 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.

**Policy** means the document evidencing the contract of insurance and includes endorsements issued thereto, changing either the scope of cover, terms and conditions, or any other narration made in the Policy.

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**Policy Period** means the period commencing at the Policy Period Start Date and ending at the Policy Period End Date, as specifically stated in the Schedule and for which the insurance cover will remain valid.

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

**Pre-Existing Disease:** Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

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

**Renewal** defines 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 all waiting periods.

**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.

**Sum Insured** means the sum as mentioned in the Schedule against the respective benefit(s) which represents Our maximum liability for any or all claims under this Policy during the Policy Period.

**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 or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

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

You/Yours/Yourself means the person that We insure and is specifically named as Insured in the Schedule.

We/Our/Ours/Us means Universal Sompo General Insurance Company Limited.

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

#### SECTION A - CRITICAL ILLNESS

#### What will We Pay? (Scope of Cover)

We agree, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Section A in the Schedule to this Policy, on the occurrence of any of the below mentioned Critical Illnesses and/or undergoing of Surgical Procedure mentioned as being covered in the Schedule provided that:

- In the event of a claim, the Critical Illness have to be diagnosed by a Medical Practitioner, supported by radiological, histological and laboratory evidence accepted to Us and to be reconfirmed by a Medical Practitioner appointed by Us.
- We shall compensate You only once in respect of any particular Critical Illness/ Surgical Procedure mentioned as covered in the Schedule.



- Cover under this Policy shall cease upon payment of the compensation on the happening of a Critical Illness and/ or Surgical Procedure and no further payment will be made for any consequent disease or any dependent disease.
- You should survive for 30 days post diagnosis of such Critical Illness to be able to make a claim under the Policy.

#### SPECIFIED CRITICAL ILLNESSES AND SURGICAL PROCEDURES

#### 1. Cancer of specified severity

A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

#### The following are excluded:

- i. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii. Any skin cancer other than invasive malignant melanoma
- iii. All tumours of the prostate unless histological classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2NOMO
- iv. Papillary micro carcinoma of the thyroid less than 1 cm in diameter
- v. Chronic lymphocyctic leukaemia less than RAI stage 3
- vi. Microcarcinoma of the bladder
- vii. All tumours in the presence of HIV infection.

#### 2. First Heart Attack of specified severity

The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:

- i. history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain)
- ii. new characteristic electrocardiogram changes
- iii. elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

#### The following are excluded:

- i. Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- ii. Other acute Coronary Syndromes
- iii. Any type of angina pectoris.

#### 3. Open Chest CABG

The actual undergoing of open chest surgery for the correction of one or more coronary arteries, which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner.

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#### The following are excluded:

- i. Angioplasty and/or any other intra-arterial procedures
- ii. Any key-hole or laser surgery.



#### 4. Open Heart Replacement

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist Medical Practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

#### 5. Coma of Specified Severity

A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:

- i. no response to external stimuli continuously for at least 96 hours;
- ii. life support measures are necessary to sustain life; and
- iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma. The condition has to be confirmed by a specialist Medical Practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

#### 6. Kidney Failure requiring regular dialysis

End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist Medical Practitioner.

#### 7. Stroke resulting in permanent symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

#### The following are excluded:

- i. Transient ischemic attacks (TIA)
- ii. Traumatic Injury of the brain
- iii. Vascular disease affecting only the eye or optic nerve or vestibular functions

#### 8. Major Organ /Bone Marrow Transplant

The actual undergoing of a transplant of:

- i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner.

#### The following are excluded:

- i. Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted

### 9. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of Injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.



#### 10. Motor Neurone Disease with Permanent Symptoms

Motor neurone disease diagnosed by a specialist Medical Practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

#### 11. Multiple Sclerosis with persisting symptoms

The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:

- i. investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis;
- ii. there must be current clinical impairment of motor or sensory function, which must
- iii. have persisted for a continuous period of at least 6 months, and well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.

#### **Exclusion**

Other causes of neurological damage such as SLE and HIV

## WHAT WILL WE NOT PAY FOR? (EXCLUSIONS UNDER THE POLICY)

- **1.** Any Illness, sickness or disease or procedure, other than specified as Critical Illness/Procedure, as mentioned in the Policy schedule, or
- 2. Any Critical Illness of which, the signs or symptoms first occurred prior to or within Ninety (90) days following the Policy Issue Date or the last Commencement Date, whichever is later, or
- **3.** Any Critical Illness based on a Diagnosis made by the You or Your Immediate Family Member or anyone who is living in the same household as You or by a herbalists, acupuncturist or other non-traditional health care provider; and
- **4.** Cosmetic or plastic surgery or any elective surgery or cosmetic procedure that improve physical appearance, surgical and non-surgical treatment of obesity (including morbid obesity) and weight control programs, or treatment of an optional nature;
- **5.** Special nursing care, routine health checks or convalescence, Custodial Care, general debility, lethargy, rest cure;
- **6.** Any investigation(s) or treatments not directly related to a Covered Illness or Covered Injury or the conditions or diagnosis necessitating hospital admission;
- **7.** Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period exceeds the Sum Insured.
- **8.** Pre-existing diseases will not be covered until 48 months of continuous coverage have elapsed, since inception of the first Policy with Us; but:

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**A.** If You are presently covered and have been continuously covered without any break under:



- i) any other similar health insurance plan covering critical illness risks from Us or from any other insurer, then, Pre-existing diseases exclusion of the Policy stands deleted and shall be replaced entirely with the following:
  - a) The waiting period for all Pre-existing diseases shall be reduced by the number of Your continuous preceding years of coverage under the previous similar health insurance policy covering critical illness risks;
     AND
  - b) If the proposed Sum Insured for You is more than the Sum Insured applicable under the previous similar health insurance policy covering critical illness risks, then the reduced waiting period shall only apply to the extent of the Sum Insured under the previous similar health insurance policy.
- **B.** The reduction in the waiting period specified above shall be applied subject to the following:
  - i) We will only apply the reduction of the waiting period if We have received the database and claim history from the previous Indian insurance company (if applicable);
  - ii) We are under no obligation to insure all Insured Persons or to insure all Insured Persons on the proposed terms, or on the same terms as the previous similar health insurance policy covering critical illness risks even if You have submitted to Us all documentation
  - iii) We shall consider only completed years of coverage for waiver of waiting periods. Policy Extensions if any sought during or for the purpose of porting insurance policy shall not be considered for waiting period waiver
- 9. Payment of compensation in respect of Illness resulting
  - a. From intentional self-injury, suicide or attempted suicide.
  - b. Due to liquor or drugs or other intoxicants.
  - c. Emotional distress
  - d. Whilst engaging in aviation or ballooning whilst mounting into, dismounting from or travelling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
  - e. Directly or indirectly, caused by venereal disease, AIDS or insanity.
  - f. Arising or resulting from committing any breach of law with criminal intent or participating in an actual or attempted felony, riot, crime, misdemeanour or civil commotion.
  - g. Due to war or ionising radiation or nuclear perils.
  - h. Whilst working in underground mines or explosive mines, electric installation with high tension supply, or as jockey or circus personnel or any such occupations of similar hazard.
  - i. Congenital Anomalies or any complications or conditions arising therefrom; or
- 10. Any treatment not performed by a Physician or that is Unproven/ Experimental treatment.
- 11. Circumcision, cosmetic or aesthetic treatments of any description change of life surgery or treatment, plastic surgery (unless necessary for the treatment of Illness or accidental Bodily Injury as a direct result of the Insured Event and performed within 6 months of the same).
- **12.** Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.

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13. All kind of Alternate Treatment



**14.** Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.

#### **CLAIMS PROCEDURE**

#### 1. Method of Assessment and Payment of claim

For a Policy with Policy Period greater than one year, the Sum Insured considered for assessment of claim shall be the Sum Insured mentioned against the Policy Year of the occurrence of the Critical Illness or Surgical Procedure.

In the event that a claim becomes payable under the terms of the Policy, We shall make such payment as incurred by You and accepted by Us by way of cheque or electronic fund transfer or demand draft at Our option.

#### 2. Limitation Period

We shall not be liable for any loss or damage after expiry of 12 months from happening of the medical contingency unless claim is subject of pending action of court or arbitration. Also, if We disclaim liability for any claim and such claim is not made the subject matter of a suit in a Court of Law within 12 months of such disclaimer, then claim will be deemed abandoned by You and shall not be recoverable thereafter.

#### 3. The steps for lodging the claim shall be as under:

- 1. Notify Us immediately on occurrence of a claim and in any case within 7 days giving full description of the medical treatment undertaken and the cause
- 2. Submit the completed and signed claim form, provide all the relevant documents as mentioned below in support of Your claim not later than 30 days from the date of intimation

#### **CLAIM DOCUMENTS**

- a. Copy of Original Bills (including but not limited to pharmacy purchase bill, consultation bill, diagnostic bill and any attachments thereto like receipts or prescriptions in support of your claim)
- b. All reports, including but not limited to all medical reports, case histories, investigation reports, treatment papers, discharge summaries.
- c. A precise diagnosis of the treatment for which a claim is made.
- d. A detailed list of the individual medical services and treatments provided and a unit price for each.
- e. Any other documentation or information that We believe may be required

If required, You must agree to be examined by a Medical Practitioner of Our choice at Our expense.

We shall settle claim(s), including its rejection, within thirty days of the receipt of the last necessary claim document.

Wherever details pertaining to happening of claim are conveyed by You to Us after reasonable period, You shall provide the reasons of such delay to Us and We may on analysis of reasons provided by You, may condone the delay in intimation of claim or delay in providing the required information/documents to Us.

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#### 4. Position after claim

We shall have no liability under this Policy, once the Maximum Limit of Liability (Sum Insured), as stated in the Policy Schedule is exhausted by You or any members of Your family mentioned as Insured Person in the Schedule. An endorsement to this effect, deleting the name of the Insured Person against whom claim was accepted and paid by Us will be issued to You.

#### 5. Claim Payment

All admissible claims under this Policy shall be paid by Us within 7 working days from date of acceptance of such a claim. In case of delay in the payment, We shall be liable to pay interest at a rate which is 2% above bank rate prevalent at the beginning of the financial year in which claim is reviewed by Us.

#### PART III OF THE POLICY - STANDARD TERMS AND CONDITIONS

#### 1. Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by You or any one acting on Your behalf to obtain any benefit under this Policy.

#### 2. Reasonable Care

You shall take all reasonable steps to safeguard the Your interests of the against losses that may give rise to the claim.

#### 3. Records to be maintained

You shall keep an accurate record containing all relevant particulars and shall allow Us to inspect such record.

#### 4. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by You, shall be a condition precedent to Our liability to make any payment under this Policy.

#### 5. Notice of charge etc.

We shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by Us to You or Your legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to Us

#### **6.** Overriding effect of Part II of the Policy

The terms and conditions contained herein and in Part II of this Policy shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of this Policy, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of this Policy and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

#### 7. Fraudulent claims

If any claim 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 You or anyone acting on Your behalf to obtain any



benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### 8. Cancellation/termination

## By You

You may terminate this Policy at any time by giving Us written notice, and the Policy shall terminate when such written notice is received. If no claim has been made under the Policy, then We will refund premium in accordance with the table below:

		CAN	CELLATION PERI	OD		
Cover	Within 1	From 1 month	From 3 month to	From 6 months	During	During
Period	month	to 3 months	6 months	to 1 year	2nd Year	3rd Year
1 year	75%	50%	25%	0%	NA	NA
2 year	75%	65%	50%	25%	0%	NA
3 year	75%	70%	60%	45%	11%	0%

#### By Us

We may at any time terminate this Policy on grounds of misrepresentation, fraud, non-disclosure of material facts or non-cooperation by You or any Insured Person or anyone acting on Your behalf or on behalf of an Insured Person upon 30 days notice by sending an endorsement to Your address shown in the Schedule without refund of premium.

#### 9. Policy Disputes

It has been agreed between the parties that any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to be adjudicated or interpreted in accordance with Indian Laws and only competent Indian courts shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

#### 10. Discount(s)/Loading(s) under the Policy:

i) Long Term Policy discount: Policy terms 1 year to 3 years are available under the policy. The following discounts will be offered if the Policy is taken by paying the appropriate premium for 2 years/ 3 years at once. No installment facility in payment of premium is available to You if You choose to opt for a long term policy.

Number of Years	Discount
2 year Policy	2 year premium in advance less 10% discount
3 year Policy	3 year premium in advance less 15% discount

**ii**) **Occupational Loadings:** An occupational loading as under may be done if You / any other person proposed for insurance under the policy fall into the following risks categories.



Occupational Loading	Loading (%)
Medium Risks: Builders, Contractors, Engineers engaged in superintending functions only, Veterinary Doctors, Paid Drivers and Persons engaged in occupations of similar hazard and not engaged in manual labour. All persons engaged in manual labour (except those falling under heavy risk), cash carrying employees, Garage and Motor Mechanics, Machine Operators, Drivers of Heavy Vehicles, Professional Athletes and Sportsmen and Wood working	15%
Heavy Risks Persons working in underground Mines, Explosive, Magazines, Workers involved in electrical installation with High-tension supply, jockeys, Circus personal, persons engaged in activities like racing on wheels or Horse back, big game hunting, Mountaineering, Winter Sports, Skiing Ice Skating, Ballooning, Hang gliding, River Rafting and Polo playing.	20%

The maximum loading under the Policy shall not exceed 100% and the maximum discount under the Policy shall not exceed 15%.

We will inform You about the applicable risk loading through a counter offer letter. You have to revert to Us with consent and additional premium (if any) within 15 days of issuance of such counter letter. In case, You neither accept the counter letter from Us nor revert to Us within 15 days, We shall cancel Your application and refund the premium within next 7 days.

#### 11. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as herein before provided, if We have disputed or not accepted liability under or in respect of this Policy

## 12. Subrogation and Contribution

Subrogation and Contribution provisions are not applicable to the Policy.

#### 13. Multiple Policies

- i. If two or more policies are taken by You during the period for which You are covered under this Policy from Us and one or more insurers, the contribution clause shall not be applicable.
- ii. We also agree that in case of occurrence of the insured event in accordance with the terms and condition of the Policy, We shall make the claim payment independent of payments received under any other similar policies.



#### 14. Free Look period

- 1. The Policy shall have a free look period. The free look period shall be applicable at the inception of the policy and:
  - i. You will be allowed a period of at least 15 days from the date of receipt of the Policy to review the terms and conditions of the Policy and to return the same if not acceptable
- 2. If You have not made any claim during the Free Look period, You shall be entitled to
  - i. A refund of the premium paid less any expenses incurred by Us on Your medical examination and the stamp duty charges or;
  - ii. Where the risk has already commenced and the option of return of the policy is exercised by You, a deduction towards the proportionate risk premium for period on cover or;
  - iii. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

#### 15. Renewal

- i) The policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by You.
- ii) The renewal of policy sought by You shall not be denied arbitrarily. If denied, We shall provide You with cogent reasons for such denial of renewal.
- iii) As it is a benefit based policy, the policy shall terminate following payment of the benefit covered under the Policy
- iv) We shall provide for a mechanism to condone a delay in renewal up to 30 days from the due date of renewal without deeming such condonation as a break in policy. However coverage need not be available for such period.
- v) Premium of the Policy may be revised if adverse claims ratio of the entire product portfolio shall fall into range of 130%-150% subject to approval from IRDA. No loading shall be applied on Your individual claims experience basis

#### 16. Portability

We shall provide You with an option to migrate Your existing Critical Illness Insurance Policy with Us or any other Indian Insurer to this Policy subject to following conditions

#### From another company to Our Policy

- 1. If You were insured continuously and without a break under another similar Critical Illness health insurance policy with any other Indian General Insurance company, it is understood and agreed that:
- a) If You wish to exercise the Portability Benefit, We should have received Your application with complete documentation at least 21 days before the expiry of Your present period of insurance;
- b) We may revise the premium payable based on the extent of applicability of the Portability Benefit.
- c) This benefit is available only at the time of renewal of the existing health insurance policy.
- d) The Portability Benefit shall be applied subject to the following:
  - i) You shall give Us all additional documentation and/or information We request;
  - ii) You pay Us the applicable premium in full;
  - iii) We may, subject to Our medical underwriting, restrict the terms upon which We may offer cover, the decision as to which shall be in Our sole and absolute discretion;
  - iv) There is no obligation on Us to insure all Insured Persons or to insure all Insured Persons on the proposed terms, even if You have given Us all documentation;
  - v) We have received the database and claim history from the previous insurance company for the Insured Persons' in the previous similar Critical Illness health insurance policy.



- **2.** From Our existing health insurance policy covering Critical Illness risks to this Policy, it is understood and agreed that:
- a) If You wish to exercise the Portability Benefit, We should have received Your application before the expiry of Your present period of insurance;
- b) This benefit is available only at the time of renewal of existing similar health insurance policy.
- c) The Portability Benefit shall be applied subject to the following:
  - i) You shall give Us all additional documentation and/or information We request;
  - ii) You pay Us the applicable premium in full;
  - iii) We may, subject to Our medical underwriting, restrict the terms upon which We may offer cover, the decision as to which shall be in Our sole and absolute discretion;
  - iv) There is no obligation on Us to insure all Insured Persons or to insure all Insured Persons on the proposed terms, even if You have given Us all documentation.

We reserve the right to modify or amend the terms and the applicability of the Portability Benefit in accordance with the provisions of the regulations and guidance issued by the Insurance Regulatory and Development Authority as amended from time to time.

- **17. Three Month's Notice**: We shall give You notice in the event We may decide to revise, modify or withdraw the product. Such notice shall be given to You at least three months prior the date when such modification or revision or withdrawal comes into effect. We shall adhere to the following:
- i. In case of modification or revision, the notice given to You shall detail the reasons for such revision or modification, in particular the reason for an increase in premium (if any) and the quantum of such increase.
- ii. The product shall be withdrawn only after due approval from the Insurance Regulatory and Development Authority. However, if You do not respond to Our intimation in case of such withdrawal, the Policy shall be withdrawn on the renewal date and We shall provide You with an option to migrate to a substitute product offered by Us, subject to portability conditions.

#### 18. Nomination

The Policy has provision of nomination, In absence of Your declaring Nomination at the time of proposal, then all benefits accrued under the Policy if any, shall be given to Your legal heir/dependants.

#### 19. Region of cover

We shall pay benefits under the Policy when incurred in India only.

#### 20. Sum Insured Enhancement

Sum Insured can be enhanced only upon renewal, subject to Our underwriter's approval.

#### 21. Medical Examination

We may ask You or any person proposed for insurance under the Policy to undergo below mentioned medical tests for purpose of consideration of Your proposal under following circumstances

- You/ Your family member are/is above 55 years of age as on the last birthday
- > On basis of Your declaration in the Proposal Form of Your/ Your family member's medical conditions

UIN: UNIHLIP14004V011314



Sr. No	List of Medical tests that You may require to undergo	Sum Insured limits
1	Complete Blood Sugar, Urine, Routine Blood Group, ESR, Fasting Blood, Glucose, S Cholestrol, SGPT, Creatinine	Rs 2,50,000
2	Complete Blood Sugar, Urine, Routine Blood Group, ESR, Fasting Blood, Glucose, S Cholestrol, SGPT, Creatinine, ECG	Rs 5,00,000 ; Rs 7,50,000 and Rs 10,00,000
3	Complete Blood Sugar, Urine, Routine Blood Group, ESR, Fasting Blood, Glucose, S Cholestrol, SGPT, Creatinine, ECG, Lipid Profile, Complete Physical test by a physician	Rs 12,50,000 and Rs 15,00,000
4	Complete Blood Sugar, Urine, Routine Blood Group, ESR, Fasting Blood, Glucose, S Cholestrol, SGPT, Creatinine, ECG, Lipid Profile, Stress test or 2D Echo, Kidney Function Test Complete Physical test by a physician	Rs 17,50,000 and Rs 20,00,000

It is agreed and understood that details in the table above, including the list of medical tests is indicative and We reserve the right to add, to modify or amend these details.

If Your proposal is accepted by Us, then 50% of the costs incurred in conducting the above mentioned medical tests shall be borne by Us.

#### 22. Notice and Claims

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post or facsimile to:

#### Universal Sompo General Insurance Co. Ltd.

Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape,

Navi Mumbai-400710

Website: www.universalsompo.com

Toll free: 1800-200-5142

E-mail: contactus@universalsompo.com

Fax: (022) 39171419

Note: Please include Your Policy number for any communication with us.

#### **Claim Intimation:**

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this Policy, please intimate the mishap IMMEDIATELY to our call centre at Toll Free Numbers on 1-800-224030 (For MTNL/BSNL Users) or 1-800-2004030. Please note that no delay should be allowed to occur in notifying a claim on the Policy as the same may prejudice liability.

In case of discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.

#### **GRIEVANCES**

#### LEVEL 1

In case the Insured is aggrieved in any way, he/she may register a grievance or Complaint by visiting Company's website or write to the Company on <a href="mailto:contactus@universalsompo.com">contactus@universalsompo.com</a>.

The Insured may also contact the Branch from where he/she has bought the Policy or the Complaints Coordinator who can be reached at the Company's Registered Office.



The Insured may also contact on Our- Toll Free Numbers: Toll Free Numbers: 1-800-5142 and Landline Numbers: (022)- 39635200 (chargeable)

#### LEVEL 2

The Insured can also visit the Company's website and click under links Grievance Notification. The Insured can also send direct mail to the concerned authorities at <a href="mailto:grievance@universalsompo.com">grievance@universalsompo.com</a>

#### LEVEL 3

If the issue still remains unresolved, the Insured may, subject to vested jurisdiction, approach IRDAI- IGMS - http://igms.IRDAI.gov.in for grievances redressal Or you may also approach Insurance Ombudsman for the redressal of Your grievance.

The details of Insurance Ombudsman are available below and are also available on <a href="http://www.ecoi.co.in/ombudsman.html">http://www.ecoi.co.in/ombudsman.html</a>

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	AHMEDABAD  Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka.	BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in
Madhya Pradesh Chattisgarh.	BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in
Orissa.	BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.	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 - 2706196 / 2706468 Fax: 0172 - 2708274  Email: bimalokpal.chandigarh@ecoi.co.in
Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).	CHENNAI  Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, Chennai – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in
Delhi.	<b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.



	Tel.: 011 - 23232481/23213504
	Email: bimalokpal.delhi@ecoi.co.in
Assam,	GUWAHATI
Meghalaya,	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor,
Manipur,	Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(Assam).
Mizoram,	Tel.: 0361 - 2632204 / 2602205
Arunachal Pradesh,	Email: bimalokpal.guwahati@ecoi.co.in
Nagaland and Tripura.  Andhra Pradesh,	HYDERABAD
,	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court",
Telangana, Yanam and	Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool,
part of Territory of	Hyderabad - 500 004.
Pondicherry.	Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599
i ondicherry.	Email: bimalokpal.hyderabad@ecoi.co.in
Rajasthan.	JAIPUR
Kajastnan.	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor,
	Bhawani Singh Marg, Jaipur - 302 005.
	Tel.: 0141 - 2740363
	Email: Bimalokpal.jaipur@ecoi.co.in
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Kerala, Lakshadweep,	ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg.,
Mahe-a part of Pondicherry.	Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015.
Mane-a part of Fondicherry.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336
	Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal,	KOLKATA
Sikkim,	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th
Andaman & Nicobar Islands.	Floor, 4, C.R. Avenue, Kolkata - 700 072.
	Tel.: 033 - 22124339 / 22124340, Fax: 033 - 22124341
	Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh:	LUCKNOW
Laitpur, Jhansi, Mahoba,	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II,
Hamirpur, Banda, Chitrakoot,	Nawal Kishore Road, Hazratganj, Lucknow - 226 001.
Allahabad, Mirzapur,	Tel.: 0522 - 2231330 / 2231331, Fax: 0522 - 2231310
Sonbhabdra, Fatehpur,	Email: bimalokpal.lucknow@ecoi.co.in
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.	
Goa,	MUMBAI
Mumbai Metropolitan Region	Office of the Insurance Ombudsman, 3 <sup>rd</sup> Floor, Jeevan Seva Annexe, S.
excluding Navi Mumbai &	V. Road, Santacruz (W), Mumbai - 400 054.
Thane.	Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052
	Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the	Email: bimalokpal.mumbai@ecoi.co.in  NOIDA



following Districts of Uttar Office of the Insurance Ombudsman, Bhagwan Sahai Palace **Pradesh:** 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, Agra, Aligarh, Bagpat, U.P-201301. Bareilly, Bijnor, Budaun, Tel.: 0120-2514250 / 2514252 / 2514253 Bulandshehar, Etah, Kanooj, Email: bimalokpal.noida@ecoi.co.in Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraivva, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. Bihar, **PATNA** Jharkhand. Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in Maharashtra, **PUNE** Area of Navi Mumbai and Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, Thane C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 excluding Mumbai 030. Metropolitan Region. Tel.: 020-41312555

Email: bimalokpal.pune@ecoi.co.in

Insurance Co Ltd				
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