

Mediclaime Insurance Policy

(Group) UIN:

OICHLGP25047V032425 The

Oriental Insurance Company

Limited THE ORIENTAL

INSURANCE COMPANY LIMITED,

MEDICLAIM INSURANCE

POLICY-2024 (GROUP) 1

WHEREAS the insured named in

the Schedule hereto has by a

proposal and declaration

dated stated in the Schedule

(which shall be the basis of

this Contract and is deemed

to be incorporated herein)

has applied to THE ORIENTAL

INSURANCE COMPANY LIMITED

(hereinafter called the

Company) for the insurance

hereinafter set forth in

respect of persons(s) named

in the Schedule hereto

(hereinafter called the

INSURED PERSON (S) )and has

paid premium to the Company

as consideration for such

insurance to be serviced by

Third Party Administrator

(hereinafter called the TPA)

or theCompany as the case

maybe. NOW THIS POLICY

WITNESSES that subject to

the terms, conditions,

exclusions and definitions

contained herein or endorsed

or otherwise expressed

hereon, the Company

undertakes that, if during

the period stated in the

Schedule any insured Person

shall contract any disease

or suffer from any illness /

ailment / disease

(hereinafter called

'DISEASE') or sustain

any bodily injury through

accident (hereinafter called

'INJURY') and if such

disease or injury shall

require, upon the advice of

a duly qualified Physician /

Medical Specialist/Medical

Practitioner (hereinafter

called MEDICAL PRACTITIONER)

or of a duly qualified

Surgeon (hereinafter called

'SURGEON') to incur (a)

hospitalisation expenses for

medical/surgical treatment

at any Nursing Home/Hospital in India as hereinafter defined (hereinafter called 'HOSPITAL') as an inpatient OR

(b) on domiciliary treatment

in India under Domiciliary

Hospitalisation Benefits as

hereinafter defined, the

Company/TPA will pay to the Hospitals (only if treatment is taken at Network Hospital(s) with prior consent of

Company/TPA) or re-imburse

to the insured person, as

the case may be, the amount

of such expenses. It is a

precondition that these

expenses are reasonably and

necessarily incurred in

respect thereof by or on

behalf of such insured

person but not exceeding the

sum insured in aggregate in

any one period of insurance

stated in the

schedule hereto. The policy

reimburses the payment of

Hospitalisation and / or

Domiciliary Hospitalisation

expenses only for

illness/diseases contracted

or injury sustained by the

Insured Persons. In the

event of any claim becoming

admissible under this

policy, the Company/TPA will

pay to the hospital (only if

treatment is taken at

network hospitals with prior

consent of Company/TPA) or

re-imburse to the insured,

as the case may be, the

amount of expenses

reasonably and necessarily

incurred under different

heads mentioned below

thereof by or on behalf of

such Insured Person not

exceeding the Sum Insured in

aggregate in respect of

Insured Person as stated in

the schedule for all claims

admitted during the period

of insurance mentioned in

the schedule. 2. FOLLOWING

REASONABLE & CUSTOMARY

EXPENSES ARE REIMBURSABLE

UNDER THE POLICY a. Room,

Boarding and Nursing

Expenses as provided by the

Hospital /Nursing Home not

exceeding 1 % of the Sum

Insured or Rs. 5000 /- per

day whichever is less. b.

I.C.Unit expenses not exceeding 2% of the Sum Insured or Rs. 10,000/- per day whichever is less.

(Room including I.C.U. stay

should not exceed total

number of admission days).

c. Surgeon, Anaesthetist,

Medical Practitioner,

Consultants, Specialists

Fees. d. Anaesthesia, Blood,

Oxygen, Operation Theatre

Charges, Surgical

Appliances, Medicines &

Drugs, Dialysis,

Chemotherapy, Radiotherapy,

Artificial Limbs, Cost of

Prosthetic devices implanted

during surgical procedure

like pacemaker, Relevant

Laboratory / Diagnostic

test, X-Rayetc.. e.

Ambulance services - 1% of

the sum insured or Rs 2000/-

whichever is less shall be

reimbursable in case patient

has to be shifted from

residence to hospital in

case of admission in

Emergency Ward / I.C.U. or

from oneHospital / Nursing

home to another Hospital /

Nursing Home by registered

ambulance only for better

medical facilities.

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Limited Note:

1.Hospitalization expenses

incurred for donating an

organ by the donor

(excluding cost of organ if

any) to the insured person

during the course of organ

transplant will also be

payable. However in any case

the liability of the Company

will be limited to over all

Sum Insured of the Insured

Person. 2A. DOMICILIARY

HOSPITALISATION BENEFIT:

Domiciliary hospitalization

means medical treatment for

a period exceeding three

days for such an

illness/disease/injury which

in the normal course would

require care

and treatment at a hospital but is actually taken while confined at home under any of the following circumstances.

-the condition of the

patient is such that he/she

is not in a condition to be

removed to a hospital, or

-the patient takes treatment

at home on account of non

availability of room in

a hospital. Subject however

to the condition that

Domiciliary Hospitalisation

benefit shall not cover a)

Expenses incurred for pre

and post hospital

treatment and b) Expenses

incurred for treatment for

any of the following

diseases: i. Asthma ii.

Bronchitis, iii. Chronic

Nephritis and

Nephritic Syndrome, iv.

Diarrhoea and all types of

Dysenteries

including Gastro-enteritis,

v. Diabetes Mellitus

and Insipidus, vi. Epilepsy,

vii. Hypertension, viii.

Influenza, Cough and Cold,

ix. Pyrexia of unknown

origin for less than 10 days,

x. Tonsillitis and Upper

Respiratory Tract infection

including Laryngitis

and Pharyngitis, xi.

Arthritis, Gout

and Rheumatism. Note:

Liability of the Company

under this clause is

restricted as stated in the

schedule attached hereto.

2B. Telemedicine-Expenses

incurred by insured on

telemedicine/Teleconsultation

with a registered medical

practitioner for Diagnosis

& treatment of a

disease/illness covered

under the Policy. Such

reasonable incurred expenses

will be reimbursable

wherever consultation with a

Registered medical

practitioner is allowed in

the terms and conditions of

policy contract and shall be

subject to Limits/Sublimits

prescribed in Policy

Schedule. Telemedicine

offered shall be in

compliance with the

Telemedicine Practice

Guidelines dated 25th of

March 2020 by MCI and as

amended from time to time."

The limit of amount payable

for telemedicine is Maximum

Rs. 2,000/- per insured

&amp;/or per family, for a

policy period. 2C.

MATERNITYEXPENSES AND

NEWBORN CHILD COVER

BENEFITEXTENSION: a. This is

an optional cover which can

be obtained on payment of

10% of the total basic

premium for all the insured

persons under the policy.

Total basic premium means

the total premium computed

before applying group

discount and /or High Claims

Ratio Loading, Low

ClaimDiscount. b. Option for

Maternity Expenses and

Newborn Child Cover Benefit

Extension has to be

exercised at the time of

inception of the policy

period and no refund is

allowable in case of

Insured's cancellation of

this option during the

currency of the policy. c.

Those insured persons who

are already having two or

more living children will

not be eligible for this

benefit d. Claim in respect

of only first two children

and/or operations associated

therewith will be considered

in

respect of anyone insured person covered under the policy or any valid and effective renewal thereof

e. The maximum benefit

allowable under this clause

will be upto Rs. 50,000/- and

would fall under different

heads mentioned under

item 1.2.. The sum insured

under above benefit shall be

a part of basic sum insured.

Special conditions

applicable to Maternity

Expenses & Newborn Child

Cover Benefit Extension

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Limited a. These benefits

are admissible only if the

expenses are incurred in

hospital/nursing home as

in-patients in India. b. A

waiting period of 9 months

is applicable for payment of

any claim relating to normal

delivery or caesarean

section or abdominal

operation for extra uterine



Pregnancy. The waiting  
period may be relaxed only  
in case of delivery,  
miscarriage or abortion  
induced by accident or other  
medical emergency. c.

Expenses incurred in  
connection with voluntary  
medical termination of  
pregnancy during the first  
twelve weeks from the date  
of conception are not

covered. d. Pre-natal and  
post-natal expenses are not  
covered unless admitted in  
Hospital/nursing home and  
treatment is taken there. e.

Pre Hospitalization and post  
Hospitalization benefits are

not available under this

section. f. Newly born child

shall be covered from day

one upto the age of 3 months

and expenses incurred for

treatment taken in hospital

as in patient shall only be

payable subject to within

the specified sum insured

under Maternity benefit

extension. . 2D. HIV/ AIDS

Cover The Company shall

indemnify the Hospital or

the Insured the Medical

Expenses (including Pre and

Post Hospitalisation

Expenses) related to

following stages of HIV

infection: i. Acute HIV

infection – acute flu-like

symptoms ii. Clinical

latency – usually

asymptomatic or mild

symptoms iii. AIDS –

full-blown disease; CD4 <

200 2E: Mental Illness

Cover: The Company shall

indemnify the Hospital or

the Insured the Medical

Expenses (including Pre and

Post Hospitalisation

Expenses) only under certain

conditions as:- 1.Illness

covered under definition of

mental illness\*.

2.Hospitalization in Mental

Health Establishment as

defined\*. 3.Hospitalization

as advised Mental Health

Professional as defined\*.

#### 4.Mental Conditions

associated with the abuse of

alcohol and drugs are

excluded. 5.Mental

Retardation and associated

complications arising

therein are excluded. 6. Any

kind of Psychological

counseling, cognitive/

family/ group/ behavior/

palliative therapy or other

kinds of psychotherapy for

which Hospitalisation is not

necessary shall not be

covered. \*For starred items,

please refer to Definitions

Clause. 2F: All the

following procedures, will

be covered in the policy, if

treated as in-patient care

or as a part of domiciliary

hospitalization or as day

care treatment in the

hospital, within the

sub-limits in the complete

policy period which is as

defined below: Name of the

Procedure Sub limits A.

Uterine Artery Embolization

and HIFU Per policy period:

Up to INR 50,000. B. Balloon

Sinuplasty Per policy

period: Up to INR 40,000. C.

Deep Brain stimulation Per

policy period 10% of SI,

subject to maximum INR

50,000. D. Oral chemotherapy

Per policy period 25% of SI,

subject to maximum INR

50,000. E. Immunotherapy-

Monoclonal Antibody to be

given as injection Per

policy period 10% of SI,

subject to maximum INR

50,000. Medclaim Insurance

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Limited F. Intra vitreal

injections Per policy period

10% of SI, subject to

maximum INR 50,000. G.

Robotic surgeries Per Policy

period 10% of SI, subject to

maximum INR 1,00,000. H.

Stereotactic radio surgeries

Per policy period 10% of SI,

subject to maximum INR

1,00,000. I. Bronchial

Thermoplasty Per policy

period 10% of SI, subject to

maximum INR 1,00,000. J.

Vaporization of the

prostate (Green laser

treatment or holmium laser

treatment) Per policy period

10% of SI, subject to

maximum INR 50,000. K. IONM

- (Intra Operative Neuro

Monitoring) Per policy

period 10% of SI, subject to

maximum INR 50,000. L.

Stemcell therapy:

Hematopoietic stem cells for

bone marrow transplant for  
hematological conditions to  
be covered. Per policy  
period 10% of SI, subject to  
maximum INR 50,000. 3.

DEFINITIONS: 3.1.

HOSPITAL/NURSING HOME: 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: a) has qualified

nursing staff under its

employment round the clock;

b) 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; c) has

qualified Medical Practitioner

(s) in charge round the

clock; d) has a fully

equipped operation theatre of

its own where surgical

procedures are carried out

e) Maintains daily records

of patients and make the  
accessible to the Insurance  
Company's authorized  
personnel. \*Following are  
the enactments specified  
under the schedule of  
Section 56 of Clinical  
Establishment (Registration  
and Regulation) Act, 2010 as  
of October 2013. Please  
refer to the Act for  
amendments, if any: 1. The  
Andhra Pradesh Private  
Medical care Establishments  
(Registration and  
Regulations) Act, 2002 2.  
The Bombay Nursing Homes  
Registration Act, 1949 3.  
The Delhi Nursing Home

Registration Act, 1953 4.

The Madhya Pradesh Upcharya

Griha Tatha Rujopchar

Sanbadhu Sthapamaue

(Ragistrikaran Tatha

Anugyapan) Adhiniyam, 1973.

5. The Manipur Homes and

Clinics Registration Act,

1992 6. The Nagaland Health

Care Establishments Act,

1997 Mediclaim Insurance

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Clinical Establishments

(Control and Regulations)

Act, 1990 8. The Punjab

State Nursing Home

Registration Act, 1991 9.

The West Bengal Clinical

Establishment Act, 1950

### 3.2.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 five 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.

### 3.3. 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 centre which is

registered with the local

authorities, wherever

applicable and having  
facilities for carrying out  
treatment procedures and  
medical or  
surgical/para-surgical  
interventions or both under  
the supervision of  
registered AYUSH Medical  
Practitioner (s) on day care  
basis without inpatient  
services and must comply  
with all the following  
criterion: i. Having  
qualified registered AYUSH  
Medical Practitioner (s) in  
charge. ii. Having dedicated  
AYUSH therapy sections as  
required and/or has equipped  
operation theatre where

surgical procedures are to

be carried out; iii.

Maintaining daily records of

the patients and making them

accessible to the insurance

company's authorized

representative. The term

'Hospital/Nursing Home'

shall not include an

establishment which is a

place of rest, a place for

the aged, a place for drug

addicts or a place for

alcoholics, a hotel or a

similar place. Note: The

Company shall indemnify

medical expenses incurred

for inpatient care treatment

under Ayurveda, Yoga and



Naturopathy, Unani, Siddha

and Homeopathy systems of

medicines during each Policy

Year up to the limit of

suminsured as specified in

the policy schedule in any

AYUSH Hospital. Mediclaim

Insurance Policy (Group)

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Limited . 3.4. SURGICAL

OPERATION: 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.

### 3.5. HOSPITALISATION PERIOD:

Expenses on Hospitalisation

are admissible only if

hospitalisation is for a

minimum period of 24 hours.

However, (A) This time limit

will not apply to following

specific treatments taken in

the Network Hospital/Nursing

Home where the Insured is

discharged on the same day.

Such treatment will be

considered to be taken under

Hospitalisation Benefit. i.

HaemoDialysis, ii.

ParentralChemotherapy, iii.

Radiotherapy, iv. Eye

Surgery, v.Lithotripsy

(kidney stone removal), vi.

Tonsillectomy, vii. D&C,

viii. Dental surgery

following an accident ix.

Hysterectomy x. Coronary

Angioplasty xi. Coronary

Angiography xii. Surgery of

Gall bladder, Pancreas and

bile duct xiii. Surgery of

Hernia xiv. Surgery of

Hydrocele. xv. Surgery of

Prostate. xvi.

Gastrointestinal Surgery.

xvii. Genital Surgery.

xviii. Surgery of Nose. xix.

Surgery of throat. xx.

Surgery of Appendix. xxi.

Surgery of Urinary System.

xxii. Treatment of fractures

/ dislocation excluding hair

line fracture, Contracture

releases and minor

reconstructive procedures of

limbs which otherwise

require hospitalisation.

xxiii. Arthroscopic Knee

surgery. xxiv. Laproscopic

therapeutic surgeries. xxv.

Any surgery under General

Anaesthesia. xxvi. Or any

such disease / procedure

agreed by TPA/Company before

treatment. (B) Further if

the treatment / procedure /

surgeries of above diseases

are carried out in Day Care

Centre, which

means any institution established for day care treatment of illness and/or injuries OR a medical set-up 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:- 1. has qualified

nursing staff under its

employment, 2. has qualified

medical practitioner (s)

in charge, 3. has a fully

equipped operation theatre

of its own, where surgical

procedures are carried out<sup>4</sup>.

maintains

daily records of patients and will make these accessible to the Insurance company's authorized

personnel, the requirement

of minimum number of beds is

overlooked. (C) This

condition of minimum 24

hours Hospitalisation will

also not apply provided,

medical treatment, and/or

surgical procedure is:

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Limited i. under

taken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of

technological

advancement, and ii.

which would have otherwise required a hospitalization of more than 24 hours.

ABOVE ARE ADMISSIBLE SUBJECT

TO TERMS & CONDITIONS

OF THE POLICY. NOTE:

PROCEDURES / TREATMENTS

USUALLY DONE IN OUT PATIENT

DEPARTMENT ARE NOT PAYABLE

UNDER THE POLICY EVEN IF

CONVERTED TO DAY CARE

SURGERY / PROCEDURE OR AS IN

PATIENT IN THE HOSPITAL FOR

MORE THAN 24 HOURS. 3.6.

INSURED PERSON: Means

Person(s) named on the

schedule of the policy. 3.7.

ENTIRE CONTRACT: This policy

/ proposal and declaration

given by the insured

constitute the complete

contract of this policy.

Only Insurer may alter the terms and conditions of this policy. Any alteration that may be made by the insurer shall only be evidenced by a duly signed and sealed endorsement on the policy.

### 3.8. THIRD PARTY

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

### 3.9. NETWORK PROVIDER: means

hospitals or healthcare 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. 3.10.

**HOSPITALISATION PERIOD:** The

period for which an insured

person is admitted in the

hospital as

inpatient and stays there for the sole purpose of receiving the necessary and reasonable treatment for the

disease / ailment contracted

/ injuries sustained during

the period of policy. The

minimum period of stay shall

be 24 hours except for

specified procedures/

treatment where such

admission could be for a

period of less than 24

consecutive hours. 3.11.

## PRE-HOSPITALISATION

EXPENSES: Medical Expenses

incurred during the period

upto 30 days prior to the

date of admission, provided

that: a.

Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was

required, and b. The

In-patient Hospitalization

claim for such

Hospitalization is

admissible by the Insurance

Company. 3.12.

## POST-HOSPITALISATION

EXPENSES: Medical Expenses

incurred for a period upto

60 days from the date of

discharge from the hospital,

provided that: a.

Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and b. The

In-patient Hospitalization

claim for such

Hospitalization is

admissible by the Insurance

Company. 3.13.

**MEDICAL PRACTITIONER:** A 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 license.

### 3.14. QUALIFIED

NURSE: 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. 3.15.

Pre-Existing Disease (PED):

Preexisting disease means any condition, ailment, injury or disease: a. that is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer, or its reinstatement. b. for which medical advice or treatment was recommended by, or

received from, a physician

within 36 months prior to

the effective date of the

policy or its reinstatement.

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Limited 3.16. ILLNESS

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,  
checkups, 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. 3.17. INJURY

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. 3.18.

CONGENITALANOMALY 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 Which is

not in the visible and

accessible parts of the body

is called Internal

Congenital Anomaly b.

External Congenital Anomaly

which is in the visible and

accessible parts of the body

is called External

Congenital Anomaly 3.19.

IN-PATIENT: An Insured

person who is admitted to

hospital and stays for at

least 24 hours for the sole

purpose of receiving the

treatment for suffered



ailment / illness / disease

/ injury / accident during

the currency of the policy.

### 3.20. REASONABLE AND CUSTOMARY

CHARGES : means the charges

for services or supplies,

which are the standard

charges for the specific

provider and consistent with

the prevailing charges in

the geographical area for

identical or similar

services, taking into

account the nature of the

illness / injury involved.

For a networked hospital

means the rate pre-agreed

between Networked Hospital

and the TPA for surgical /

medical treatment that is  
necessary , customary and  
reasonable for treating the  
condition for which insured  
person was hospitalized.

NOTE: Any expenses (as  
mentioned above) which are  
not covered under the policy  
and / or which are not  
reasonable, customary and  
necessary, the same have to  
be borne by the insured  
person himself. 3.21.

CASHLESS FACILITY: It means  
a facility extended by the  
insurer to the insured where  
the payments of the costs of  
the 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  
of pre- authorization

approved. 3.22. I .D. CARD:

means the card issued to the  
Insured Person by the TPA to  
avail Cashless facility in  
the Network Hospital. 3.23.

DAY CARE PROCEDURE: means

the course of Medical

treatment / surgical

procedure listed at 2.3 (A)

carried out, in Networked

specialized Day Care Centre

which is fully equipped with

advanced technology and

specialised infrastructure

where the insured is

discharged on the same day,

the requirement of minimum

beds will be over looked

provided other conditions

are met. 3.24. LIMIT OF

INDEMNITY: means the amount

stated in the schedule

against the name of each

insured person Mediclaim

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Oriental Insurance Company

Limited which represents

maximum liability for any

and all claims made during

the policy period in respect

of that insured person in

respect of hospitalization

taking place during currency

of the policy. 3.25. ANY ONE

ILLNESS: Any one illness

means continuous Period of

illness and it includes

relapse within 45 days from

the date of last

consultation OR 105 days

from the date of discharge

,whichever is earlier, from

the Hospital/Nursing Home

where treatment may have

been taken. 3.26. PERIOD OF

POLICY:This insurance policy

is issued for a period of

one year shown in the

schedule. 3.27. Portability:

“Portability” means, the

right accorded to individual

health insurance

policyholders (including all

members under family cover),

to transfer the credit

gained for pre-existing

conditions and time bound

exclusions, from one insurer

to another insurer. 3.28.

Migration : "Migration"

means, the right accorded to

health insurance policy

holders (including all

members under family cover

and members of group health

insurance policy), to

transfer the credit gained

for pre- existing conditions

and time bound exclusions,

with the same insurer. 3.29.

Mental Illness: “mental illness” means a substantial disorder of thinking, mood, perception, orientation or memory that grossly impairs judgment, behaviour, capacity to recognise reality or ability to meet the ordinary demands of life, mental conditions associated with the abuse of alcohol and drugs, but does not include mental retardation which is a condition of arrested or incomplete development of mind of a person, specially characterised by subnormality of intelligence.

### 3.30. Mental Health

Establishment: “mental

health establishment”

means any health

establishment, including

Ayurveda, Yoga and

Naturopathy, Unani, Siddha

and Homoeopathy

establishment, by whatever

name called, either wholly

or partly, meant for the

care of persons with mental

illness, established, owned,

controlled or maintained by

the appropriate Government,

local authority, trust,

whether private or public,

corporation, cooperative

society, organisation or any



other entity or person,  
  
where persons with mental  
  
illness are admitted and  
  
reside at, or kept in, for  
  
care, treatment,  
  
convalescence and  
  
rehabilitation, either  
  
temporarily or otherwise;  
  
and includes any general  
  
hospital or general nursing  
  
home established or  
  
maintained by the  
  
appropriate Government,  
  
local authority, trust,  
  
whether private or public,  
  
corporation, co-operative  
  
society, organisation or any  
  
other entity or person; but  
  
does not include a family

residential place where a

person with mental illness

resides with his relatives

or friends. 3.31. Mental

health professional: (i) a

psychiatrist or (ii) a

professional registered with

the concerned State

Authority under section 55;

or (iii) a professional

having a post-graduate

degree (Ayurveda) in Mano

Vigyan Avum Manas Roga or a

postgraduate degree

(Homoeopathy) in Psychiatry

or a post-graduate degree

(Unani) in Moalijat

(Nafasiyatt) or a

post-graduate degree

(Siddha) in Sirappu

Maruthuvam; 4

EXCLUSIONS:Waiting Period

The Company shall not be

liable to make any payment

under the policy in

connection with or in

respect of following

expenses till the expiry of

waiting period mentioned

below: 4.1.

Pre-existingDiseases-

code—Excl 01 a). Expenses

related to the treatment of

a pre-existing Disease (PED)

and its direct complications

shall be excluded until the

expiry of 36 months of

continuous coverage after

the date of inception of the

first policy with the

insurer or its

reinstatement. b). In case

of enhancement of sum

insured the exclusion shall

apply afresh to the extent

of sum insured increase. c).

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 the Medisave

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Limited prior coverage. d).

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 insurer or its

reinstatement. 4.2.

Specified disease/ procedure

waiting period-code- Excl02

a). Expenses related to the

treatment of the

listed Conditions, surgeries/treatment shall be

excluded until the expiry of

the specified

waiting period of the continuous coverage after

the date of inception of the

first policy with us. This

exclusion shall not be

applicable for claims

arising due to an accident.

b). In case of enhancement

of sum insured the exclusion

shall apply a fresh to

the extent of sum insured

increase. c). If any of the

specified disease/procedure

falls under the

waiting period specified for

pre-Existing diseases,

then the longer of the two

waiting periods shall apply.

d). The waiting period for

listed conditions shall

apply even if contracted

after the policy or declared

and accepted without a

specific exclusion. e).

If the Insured Person is

continuously covered without

any break as defined under

the applicable norms

on portability stipulated by

IRDAI, then waiting period

for the same would be

reduced to the extent of

prior coverage. f). The

expenses on treatment of

following ailments /

diseases / surgeries, if

contracted and / or

manifested after inception

of first Policy (subject to

continuity being

maintained), are not payable

during the waiting period

specified below. Ailment /

Disease / Surgery Waiting

Period I Benign ENT

disorders and surgeries i.e.

Tonsillectomy,

Adenoidectomy,

Mastoidectomy, Tympanoplasty

etc. 1 year Ii Polycystic

ovarian diseases. 1 year Iii

Surgery of hernia. 2 years

Iv Surgery of hydrocele. 2

years V Non-infective

Arthritis. 2 years Vi

Undescendent Testes. 2 Years

Vii Cataract. 2 Years Viii

Surgery of benign prostatic

hypertrophy. 2 Years Ix

Hysterectomy for menorrhagia



or fibromyoma or myomectomy

or prolapse of uterus. 2

Years X Fissure / Fistula in

anus. 2 Years Xi Piles. 2

Years Xii Sinusitis and

related disorders. 2 Years

Xiii Surgery of gallbladder

and bile duct excluding

malignancy. 2 Years Xiv

Surgery of genito-urinary system excluding malignancy.

2 Years Xv Pilonidal Sinus.

2 Years Xvi Gout and

Rheumatism. 2 Years Xvii

Hypertension. 90 Days\* Xviii

Diabetes. 90 Days\* \*Subject

to application of clause

7.12 of the policy

conditions. Xix Calculus

diseases. 2 Years Xx Surgery

for prolapsed inter

vertebral disk unless

arising from accident. 2

Years Xxi Surgery of

varicose veins and varicose

ulcers. 2 Years Xxii Joint

Replacement due to

Degenerative condition.

3Years Xxiii Age related

osteoarthritis and

Osteoporosis. 3Years

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Limited Note: If the

continuity of the renewal is

not maintained then

subsequent cover will be

treated as fresh Policy and

clauses 4.1, 4.2, 4.3 shall

apply afresh, unless agreed

by the Company and suitable

endorsement passed on the

Policy, by the duly

authorized official of the

Company. Similarly, if the

Sum Insured is enhanced

subsequent to the inception

of the

first Policy, clauses 4.1, 4.2 and 4.3 shall apply afresh

on the enhanced portion of

the Sum Insured. 4.3 30 day

waiting period- code –

Excl 03 a). Expenses related

to the treatment of any

illness within 30 days from

the first policy

commencement date shall be

excluded except claims

arising due to an accident,

provided the same are

covered. b). This exclusion

shall not, however, apply if

the Insured Person has

continuous coverage for more

than twelve months. c). The

within referred waiting

period is made applicable to

the enhanced sum insured in

the event of granting higher

sum insured subsequently. 5.

## GENERAL

EXCLUSIONS: The Company shall

not be liable to make any

payment under this Policy in

respect of any

expense whatsoever

incurred by any Insured Person

in connection with or in

respect of:

5.1. Investigation &

Evaluation – Code – Excl

04 a). Expenses related to

any admission primarily for

diagnostics and evaluation

purposes only are excluded.

b). Any diagnostic expenses

which are not related or not

incidental to the current

diagnosis and treatment are

excluded. 5.2. Rest Cure,

rehabilitation and respite

care – Code – Excl 05 a)

Expenses related to any

admission primarily for

enforced bed rest and not  
for receiving treatment.

This also includes: i.

Custodial care either at

home or in a nursing

facility for personal care

such as help with activities

of daily living such a

bathing, dressing, moving

around either by skilled

nurses or assistant or

non-skilled persons. ii. Any

services for people who are

terminally ill to address

physical, social, emotional

and spiritual needs.

5.3.Obesity/Weight Control :

Code- Escl 06 Expenses

related to the surgical

treatment of obesity that

does not fulfill all the

below conditions: 1).

Surgery to be conducted is

upon the advice of the

Doctor. 2). The surgery

/Procedure conducted should

be supported by clinical

protocols. 3). The member

has to be 18 years of age or

older and 4). Body Mass

Index (BMI): a). greater

than or equal to 40 or b).

greater than or equal to 35

in conjunction with any of

the following severe

co-morbidities following

failures of less invasive

methods of weight loss: i).

Obesity – related

cardiomyopathy ii). Coronary

heart diseases iii). Severe

Sleep Apnea. iv).

Uncontrolled Type 2

Diabetes. 5.4. Change of

Gender Treatments : Code –

Excl 07 Expenses related to

any treatment, including

surgical management, to

change characteristics of

the body to those of the

opposite. 5.5. Cosmetic or

Plastic Surgery- Code- Excl

08 Expenses for cosmetic or

plastic surgery or any

treatment to change

appearance unless for

reconstruction following an



accident, burns(s) or Cancer

or as part of medically

necessary treatment to

remove a direct and

immediate health risk to the

insured. For this to be

considered a medical

necessity, it must be

certified by the attending

Medical practitioner. 5.6.

Hazardous or Adventure

sports- Code- Excl 09

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Limited Expenses related to

any treatment necessitated

due to participation as a

professional in hazardous or

adventure sports including

but not limited to,

para-jumping, rock climbing,

mountaineering, rafting,

motor racing, horse racing

or scuba diving, hand

gliding, sky diving,

deep-sea diving. 5.7. Breach

of law – Code –Excl 010

Expenses for treatment

directly arising from or

consequent upon any Insured

Person committing or

attempting to commit a

breach of law with criminal

intent. 5.8. Excluded

Providers- Code – Excl 011

Expenses incurred towards

treatment in any hospital or  
by any Medical Practitioner or  
any other provider  
specifically excluded by the  
Insurer and disclosed in its  
website /notified to the  
policy holders are not  
admissible. However, in case  
of life threatening  
situations or following an  
accident, expenses upto the  
stage of stabilization are  
payable but not complete  
claim. 5.9. Treatment for,  
Alcoholic drug or substance  
abuse or any addictive  
condition and consequences  
thereof. – Code- Excl012  
5.10. Treatments received in

health hydros, nature cure

clinics, spas or similar

establishments or private

beds registered as a nursing

home attached to such

establishments or where

admission is arranged wholly

or partly for domestic

reasons.- Code- Excl013

5.11.Dietary supplements and

substances that can be

purchased without

prescription, including but

not limited to vitamins,

minerals and organic

substances unless prescribed

by a medical practitioner as

part of hospitalization

claim or day care

procedure.- Code- Excl014

5.12.Refractive Error- Code-

Excl 015 Expenses related to

the treatment for correction

of eye sight due to

refractive error less than

7.5 dioptries.

5.13.UnprovenTreatments-

Code – excl 016 Expenses

related to any unproven

treatment, services and

supplies for or in

connection with any

treatment. Unproven

treatments are treatments,

procedures or supplies that

lack significant medical

documentation to support

their effectiveness.

#### 5.14.Sterility and

Infertility- Code- Excl 017

Expenses related to

sterility and infertility.

This includes: i). Any type

of contraception,

sterilization. ii). Assisted

Reproduction services

including artificial

insemination and advanced

reproductive technologies

such as IVF, ZIFT, GIFT,

ICSI. Iii). Gestation

Surrogacy. iv). Reversal of

sterilization.

#### 5.15.Maternity- Code- Excl

018 i). Medical treatment

expenses traceable to

childbirth (including

complicated deliveries and  
cesarean sections incurred  
during hospitalization)  
except ectopic pregnancy.

ii). Expenses towards  
miscarriage (unless due to  
an accident) and lawful  
medical termination of  
pregnancy during the policy  
period. 5.16. 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

allkinds. 5.17. 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: Medclaim

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Limited 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. 5.18

Costs of spectacles, contact  
lenses, hearing aids etc.

5.19 Congenital external  
diseases or defects or  
anomalies. 5.20 Expenses for  
investigation/treatment  
irrelevant to the disease

for which admitted or  
diagnosed. Private nursing  
charges, Referral fee to  
family doctors, out station  
consultants / Surgeons fees  
etc. 5.21 Experimental or  
alternative medicine (other  
than Ayurveda, Siddha, Unani  
& Homeopathy as  
expressed in clause 1.2.A1)  
and related treatment  
including acupressure,  
acupuncture, magnetic and  
such other therapies. 5.22  
Stem cell implantation  
and/or Surgery other than  
Hematopoietic stem cells for  
bone marrow transplant for  
hematological conditions,

which to be covered. 5.23

Cost of external and or

durable medical /

non-medical equipment of any

kind used for diagnosis and

or treatment including CPAP,

CAPD, Infusion pump etc.,

Ambulatory devices i.e.

walker, Crutches, Belts,

Collars, Caps, splints,

slings, braces, Stockings

etc. of any kind, Diabetic

foot wear, Glucometer,

Thermometer, Blood Pressure

monitoring machine and

similar related items and

also any medical equipment

which is subsequently used

at home. Exhaustive list

available on our website

([www.](http://www.orientalinsurance.org.in)

[orientalinsurance.org.in](http://orientalinsurance.org.in)).

#### 5.24 Change of treatment

from one system of medicine

to another unless agreed /

allowed and recommended by

the consultant under whom

the treatment is being

taken. 5.25 Treatments such

as Rotational Field Quantum

Magnetic Resonance (RFQMR),

External Counter Pulsation

(ECP), Enhanced External

Counter Pulsation (EECP),

Hyperbaric Oxygen Therapy.

#### 5.26 Any stay in the

Hospital for any domestic

reason or where no active

regular treatment is given

by the Specialist. 5.27 Any

kind of Service charges,

Surcharges, Admission fees /

Registration charges etc

levied by the Hospital. 5.28

Doctor's home visit

charges, Attendant / Nursing

charges during pre and post

Hospitalisation period

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Limited 5.29 Pre and Post

Hospitalization expenses

unrelated with disease /

Injury for which

Hospitalization claim has

been admitted under the

Policy 5.30. Circumcision

(unless necessary for

treatment of a disease not

excluded hereunder or as may

be necessitated due to any

accident), vaccination

(except as covered under 1.2

B(ii)), inoculation or

change of life or cosmetic

or aesthetic treatment of

any description. 5.31 Any

dental treatment or Surgery

which is corrective,

cosmetic or of aesthetic

procedure, filling of

cavity, crowns, root canal

treatment including

treatment for wear and tear

etc., unless arising from  
  
disease or Injury and which  
  
requires Hospitalization for  
  
treatment. 5.32 All non  
  
medical expenses including  
  
personal comfort and  
  
convenience items or  
  
services such as Wi-  
  
Fi/internet charges  
  
telephone, television, ayah  
  
/ barber or beauty services,  
  
diet charges, baby food,  
  
cosmetics, napkins, toiletry  
  
items etc, guest services  
  
and similar incidental  
  
expenses or services etc.

#### 5.33 Genetic Disorders. 5.34

Massages, Steam bathing,  
  
Shirodhara and alike



treatment under Ayurvedic

treatment. 5.35 Any expenses

incurred on OPD treatment.

5.36 Treatment taken outside

the geographical limits of

India. 6. If the proposer is

suffering or has suffered

from any of the following

disease, as per serial no 1-

16 of the below table at the

time of taking the policy,

the specific ICD codes will

be permanently excluded from

the policy coverage: Sr. No.

Disease ICD Code 1

Sarcoidosis D86.0-D86.9

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Limited 2 Malignant

Neoplasms C00-C14 Malignant

neoplasms of lip, oral

cavity and pharynx, • C15-

C26 Malignant neoplasms of

digestive organs, •

C30-C39 Malignant neoplasms

of respiratory and

intrathoracic organs•

C40-C41 Malignant neoplasms

of bone and articular

cartilage• C43-C44

Melanoma and other malignant

neoplasms of skin •

C45-C49 Malignant neoplasms

of mesothelial and soft

tissue • C50-C50 Malignant

neoplasms of breast •

C51-C58 Malignant neoplasms

of female genital organs •

C60-C63 Malignant neoplasms

of male genital organs •

C64-C68 Malignant neoplasms

of urinary tract • C69-C72

Malignant neoplasms of eye,

brain and other parts of

central nervous system •

C73-C75 Malignant neoplasms

of thyroid and other

endocrine glands • C76-C80

Malignant neoplasms of

ill-defined, other secondary

and unspecified sites •

C7A- C7A Malignant

neuroendocrine tumours •

C7B-C7B Secondary

neuroendocrine tumours •

C81-C96 Malignant neoplasms

of lymphoid, hematopoietic

and related tissue•

D00-D09 In situ neoplasms

• D10- D36 Benign

neoplasms, except benign

neuroendocrine tumours •

D37- D48 Neoplasms of

uncertain behaviour,

polycythaemia vera and

myelodysplastic syndromes

• D3A-D3A Benign

neuroendocrine tumours •

D49-D49 Neoplasms of

unspecified behaviour 3

Epilepsy G40 Epilepsy 4

Heart Ailment Congenital

heart disease and

valvular heart disease I49

Other cardiac arrhythmias,

(I20-I25) Ischemic heart

diseases, I50 Heart failure,

I42 Cardiomyopathy; I05-I09 -

Chronic rheumatic heart

diseases. • Q20 Congenital

malformations of cardiac

chambers and connections •

Q21 Congenital malformations

of cardiac septa • Q22

Congenital malformations of

pulmonary and tricuspid

valves • Q23 Congenital

malformations of aortic and

mitral valves • Q24 Other

congenital malformations of

heart • Q25 Congenital

malformations of Medicaid

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Limited great arteries •

Q26 Congenital malformations

of great veins • Q27 Other

congenital malformations of

peripheral vascular

system • Q28 Other

congenital malformations of

circulatory system •

I00-I02 Acute rheumatic

fever • I05-I09 •

Chronic rheumatic heart

diseases Nonrheumatic mitral

valve disorders mitral

(valve): • disease (I05.9)

• failure (I05.8) •

stenosis (I05.0). When of

unspecified cause but with

mention of: • diseases of

aortic valve (I08.0), •

mitral stenosis or

obstruction (I05.0) when

specified as congenital

(Q23.2, Q23.3) when

specified as rheumatic

(I05), I34.0 Mitral (valve)

insufficiency • Mitral

(valve): incompetence /

regurgitation - • NOS or

of specified cause, except

rheumatic, I 34.1 to I34.9 -

Valvular heart disease. 5

Cerebrovascular disease

(Stroke) I67 Other

cerebrovascular diseases,

(I60-I69) Cerebrovascular

diseases 6 Inflammatory

Bowel Diseases K 50.0 to K

50.9 (including Crohn's and

Ulcerative colitis) K50.0 -

Crohn's disease of small

intestine; K50.1 -Crohn's

disease of large intestine;

K50.8 - Other Crohn's

disease; K50.9 - Crohn's

disease, unspecified. K51.0

- Ulcerative (chronic)

enterocolitis; K51.8 -Other

ulcerative colitis; K51.9 -

Ulcerative

colitis,unspecified. 7

Chronic Liver diseases K70.0

To K74.6 Fibrosis and

cirrhosis of liver; K71.7 -

Toxic liver disease with

fibrosis and cirrhosis of



liver; K70.3 - Alcoholic

cirrhosis of liver; I98.2 -

K70.- Alcoholic liver

disease; Oesophageal varices

in diseases

classified elsewhere. K 70 to

K 74.6 (Fibrosis, cirrhosis,

alcoholic liver disease,

CLD) 8 Pancreatic diseases

K85-Acute pancreatitis; (Q

45.0 to Q 45.1) Congenital

conditions of pancreas, K

86.1 to K 86.8 - Chronic

pancreatitis 9 Chronic

Kidney disease N17-N19)

Renal failure; I12.0 -

Hypertensive renal disease

with renal failure; I12.9

Hypertensive renal disease

without renal failure; I13.1

- Hypertensive heart and

renal disease with renal

failure; I13.2 -

Hypertensive heart and renal

disease with both

(congestive) heart failure

and renal failure; N99.0 -

Post procedural renal

failure; O08.4 - Renal

failure following abortion

and ectopic and molar

pregnancy; O90.4 -

Postpartum acute renal

failure; P96.0 - Congenital

renal failure. Congenital

malformations of the urinary

system (Q 60 to Q64),

diabetic nephropathy E14.2,

N.083 10 Hepatitis B B16.0 -

Acute hepatitis B with

delta-agent (coinfection)

with hepatic coma; B16.1 –

Acute hepatitis B with

delta- agent (coinfection)

without hepatic coma; B16.2

- Acute hepatitis B without

delta-agent with hepatic

coma; B16.9 –Acute

hepatitis B withoutdelta-

agent and without hepatic

coma; B17.0 –Acute delta-

(super)infection of

hepatitis B carrier; B18.0

-Chronic viral hepatitis B

with delta-agent; B18.1

-Chronic viral hepatitis B

without delta-agent; 11

Alzheimer's Disease,

Parkinson's Disease - G30.9

- Alzheimer's disease,

unspecified; F00.9 -

G30.9Dementia in Alzheimer's

disease, unspecified, G20 -

Parkinson's disease. 12

Demyelinating disease G.35

to G 37 13 HIV & AIDS

B20.0 - HIV disease

resulting in mycobacterial

infection; B20.1 - HIV

disease resulting in other

bacterial infections; B20.2

- HIV disease resulting in

cytomegaloviral disease;

B20.3 - HIV disease

resulting in other viral

infections; B20.4 - HIV

disease resulting in

candidiasis; B20.5 - HIV

disease resulting in other

mycoses; B20.6 - HIV disease

resulting in Pneumocystis

carinii pneumonia; B20.7 -

HIV disease Medicaid

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Limited resulting in

multiple infections; B20.8 -

HIV disease resulting in

other infectious and

parasitic diseases; B20.9 -

HIV disease resulting in

unspecified infectious or

parasitic disease; B23.0 -

Acute HIV infection

syndrome; B24 - Unspecified

human immunodeficiency virus

[HIV] disease 14 Loss of

Hearing H90.0 - Conductive

hearing loss, bilateral;

H90.1 - Conductive hearing

loss, unilateral with

unrestricted hearing on the

contralateral side; H90.2 -

Conductive hearing loss,

unspecified; H90.3 -

Sensorineural hearing loss,

bilateral; H90.4 -

Sensorineural hearing loss,

unilateral with unrestricted

hearing on the contralateral

side; H90.6 - Mixed

conductive and sensorineural

hearing loss, bilateral;

H90.7 - Mixed conductive and  
sensorineural hearing loss,  
unilateral with unrestricted  
hearing on the contralateral

side; H90.8 - Mixed  
conductive and sensorineural  
hearing loss, unspecified;

H91.0 - Ototoxic hearing  
loss; H91.9 - Hearing loss,  
unspecified 15.

Papulosquamous disorder of  
the skin L40 - L45

Papulosquamous disorder of  
the skin including psoriasis  
lichen planus 16. Avascular  
necrosis (osteonecrosis) M

87 to M 87.9 7. CONDITIONS:

7.1.ENTIRE CONTRACT: the  
policy, proposal form,

prospectus and declaration

given by the insured shall

constitute the complete

contract of insurance. Only

insurer may alter the terms

and conditions of this

policy/ contract. Any

alteration that may be made

by the insurer shall only be

evidenced by a duly signed

and sealed endorsement on

the policy.

7.2.COMMUNICATION: Every

notice or

communication(except

relating to claim) to be

given or made under this

policy shall be delivered in

writing at the address of



the policy issuing office /

Third Party Administrator as

shown in the Schedule. 7.3.

RENEWAL OF POLICY: The policy

shall ordinarily be

renewable except on grounds

of fraud, Misrepresentation

by the insured person and

non-disclosure by the

insured person.. I. Renewal

shall not be denied on the

ground that the insured had

made a claim or claims in

the preceding policy years

II. Request for renewal

along with requisite premium

shall be received by the

Company before the end of the

Policy Period. III.

TheCompany shall not be responsible or liable for non-renewal of policy due to non-receipt or delayed receipt (i.e. After the due date) of the proposal form or of the medical practitioners report wherever required or due to any other reasonwhatsoever.

IV. Not withstanding this, however, the decision to accept or reject for coverage any person upon renewal of this insurance shall rest solely with the Company. The company may at its discretion revise the premium rates and / or the

terms & condition of the

policy every year upon

renewal thereof .Renewal of

this policy is not

automatic; V. Premium due

must be paid by the proposer

to the company before the

due date. VI.The company

shall endeavor to give

renewal notice 30 days in

advance Mediclaim Insurance

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Limited 7.4. POSSIBILITY OF

REVISION OF TERMS OF THE

POLICY INCLUDING THE PREMIUM

RATES : The Company, with

prior approval of IRDAI, may

revise or modify the terms  
of the policy including the  
premium rates. The insured  
person shall be notified  
three months before the  
changes are effected.

#### 7.5.PAYMENT OF PREMIUM:The

premium payable under this  
policy shall be paid in  
advance. No receipt for  
premium shall be valid  
except on the official form  
of the Company signed by a  
duly authorized official of  
the company. The due payment  
of premium and the  
observance and fulfilment of  
the terms, provisions,  
conditions and endorsements

of this policy by the

Insured Person in so far as

they relate to anything to

be done or complied with by

the Insured Person shall be

condition precedent to any

liability of the Company to

make any payment under this

policy. No waiver of any

terms, provisions,

conditions and endorsements

of this policy shall be

valid, unless made in

writing and signed by an

authorized official of the

Company. 7.6.CONDITION

PRECEDENT TO ADMISSION

OFLIABILITY:The terms and

conditions of the policy

must be fulfilled by the  
  
insured person for  
  
theCompany to make any  
  
payment for claim(s) arising  
  
under the policy. 7.7.NOTICE  
  
OF CLAIM: Immediate notice  
  
of claim with particulars  
  
relating to Policy Number,  
  
ID Card No., Name of insured  
  
person in respect of whom  
  
claim is made, Nature of  
  
disease / illness / injury  
  
and Name and Address of the  
  
attending medical  
  
practitioner /  
  
Hospital/Nursing Home etc.  
  
should be given to the  
  
Company / TPA while taking  
  
treatment in the Hospital /

Nursing Home by Fax, Email.

Such notice should be given

within 48 hours of admission

or before discharge from

Hospital / Nursing Home.

#### 7.8.CLAIM DOCUMENTS: Final

claim along with hospital

receipted original

Bills/Cash memos/reports,

claim form and list of

documents as listed below

should be submitted to the

Company / TPA within 7 days

of discharge from the

Hospital / Nursing Home. i.

Original bills, receipts and

discharge certificate / card

from the hospital. ii. Medical

history of the patient

recorded by the Hospital.

iii. Original Cash-memo

from the hospital (s) /

chemist (s) supported by

proper prescription. iv.

Original receipt,

pathological and other test

reports from a pathologist /

radiologist including film

etc supported by the note

from attending medical

practitioner / surgeon

demanding such tests. v.

Attending consultants /

Anaesthetists / Specialist

certificates regarding

diagnosis and bill /

receipt etc. vi.

Surgeon's original certificate stating diagnosis and nature of operation performed along with bills /



receiptsetc. vii. Any other  
information required by TPA  
/ InsuranceCompany. All  
document must be duly  
attested by the Insured. In  
case of post hospitalisation  
treatment (limited to 60  
days) all supporting claim  
papers / documents as listed  
above should also be  
submitted within 7 days  
after completion of such  
treatment (upto 60 days or  
actual period whichever is  
earlier) to the Company /  
T.P.A. In addition insured  
should also provide the  
Company / TPA such  
additional information and

assistance as the Company /

TPA may require in dealing

with the claim. NOTE: Waiver

of the condition may be

considered in extreme cases

of hardship where it is

proved to the satisfaction

of the Company that under

the circumstances in which

the insured was placed it

was not possible for him or

any other person to give

such notice or file claim

within the prescribed time

limit. Otherwise Company /

TPA has a right to reject

the claim.. 7.9. PROCEDURE

FOR AVAILING CASHLESS ACCESS

SERVICES IN NETWORK

HOSPITAL/NURSING HOME: I.

Claim in respect of

Cashless Access Services will be through the Company/TPA provided admission is

in a listed hospital in the

agreed list of the networked

Hospitals / Nursing Homes

and is subject to pre

admission authorization. The

Company /TPA shall, upon

getting the related medical

details / relevant

information from the insured

person / network Hospital /

Nursing Home, verify that

the person is eligible to

claim under the policy

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Limited and after satisfying

itself will issue a

pre-authorization letter /

guarantee of payment letter

to the Hospital / Nursing

Home mentioning the sum

guaranteed as payable, also

the ailment for which the

person is seeking to be

admitted as in-patient. II.

The Company /TPA reserves

the right to deny

pre-authorization in case

the hospital / insured

person is unable to provide

the relevant information /

medical details as required

by the Company /TPA. In such

circumstances denial of

Cashless Access should in no

way be construed as denial

of claim. The insured person

may obtain the treatment as

per his/her treating

doctor's advice and later

on submit the full claim

papers to the Company /TPA

for reimbursement within 7

days of the discharge from

Hospital / Nursing Home.

III. Should any information

be available to the Company

/which makes the claim

inadmissible or doubtful

requiring investigations,

the authorisations of

cashless facility may be

withdrawn. However this

shall be done by the Company

/TPA before the patient is

discharged from the

Hospital. • Turn Around

Time (TAT) for Cashless: •

For pre-authorisation of

cashless facility:

immediately but not later

than One hour from the

receipt of request. • For

cashless final Bill

authorization: within three

hours of receipt of

discharge authorization from

the hospital 7.10

CLAIMSETTLEMENT (provision

for Penal Interest): 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. In  
the case of delay in  
the payment of a claim,  
the Company shall be liable  
to pay interest to  
the policyholder from the date  
of receipt of last necessary  
document to the date of  
payment of claim at a  
rate 2% above the bank rate.  
iii. However, where the  
circumstance of a claim  
warrant an investigation in  
the opinion of the Company,  
it shall initiate and  
complete such investigation

at the earliest, in any case  
not later than 30 days from  
the date of receipt of last  
necessary document. In such  
cases, the Company shall  
settle or reject the claim  
within 45 days from the date  
of receipt of last necessary  
document. iv. In case of  
delay beyond stipulated 45  
days, the Company shall be  
liable to pay interest to  
the policyholder at a rate  
2% above bank rate from the  
date of receipt of last  
necessary document to the  
date of payment of claim.  
("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).

7.11 REPUDIATION: A The

Insurer, shall repudiate the

claim if not covered / not

payable under the policy.

The Insurer shall mention

the reasons for repudiation

in writing to the insured

person. The insured person

shall have the right to

appeal / approach the

Grievance Redressal Cell of

the company at its policy

issuing office, concerned

Divisional Office, concerned

Regional Office or the

Grievance Cell of the Head

Office of the Company,

situated at A-25/27, Asaf

Ali Road, New Delhi-110002.

against the repudiation. B

If the insured is not

satisfied with the decision

of the Grievance Cell under

5.8 (A), he / she may

approach the Ombudsman of

Insurance, established by

the Central Government for

redressal of grievances. The

Ombudsman of Insurance is

empowered to adjudicate on

personal lines of insurance

claims upto Rs.50 lacs. Any

medical practitioner

authorized by the

TPA/Company shall be allowed

to examine the Insured

Person in case of any

alleged injury or Disease

requiring Hospitalisation

when and so often as the

same may reasonably be

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Limited required on behalf

of the TPA/Company. 7.12

Complete Discharge: Any

payment to the Insured

Person or his/ her nominees

or his/ her legal

representative or to the

Hospital/Nursing Home or

Assignee, as the case may  
be, for any benefit under  
the Policy shall be a valid  
and an effectual discharge  
towards payment of claim by  
the Company to the extent of  
that amount for the  
particular claim. Mediclaim

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7.13. Disclosure of

Information: 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.

(Explanation: "Material

facts" for the purpose of

this policy shall mean all

relevant information sought

by the company in the

proposal form and other

connected documents to

enable it to take informed

decision in the context of

underwriting the risk)

7.14 SUBROGATION: 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. 7.15. CANCELLATION

CLAUSE: Cancellation by

insured - Any time during

the term, by giving 7

days' notice in writing. A

Refund by Insurer : A .

Proportionate premium for

unexpired policy period, in

case of Annual policies,

subject to no claim

(s)having been made during

the policy period. b. Refund

premium for the unexpired

policy period, in respect of

policies with term more than

1 year and risk coverage for

such policy years has not

commenced. Notwithstanding  
anything contained herein or  
otherwise, no refunds of  
premium shall be made in  
respect of Cancellation  
where, any claim has been  
admitted or has been lodged  
or any benefit has been  
availed by the Insured  
person under the Policy. The  
Company may cancel the  
Policy at any time on  
grounds of  
misrepresentation, non-  
disclosure of material facts  
fraud by the 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. OTHER CONDITIONS

AND CALUSES 1.

MultiplePolicies i. In case

of multiple policies taken

by an insured person during

a period from the same or

one or more insurers to

indemnify treatment costs,

the insured person shall

have the right to require a

settlement of his/her claim

in terms of any of his/her

policies. In all such cases

the insurer if chosen by the

insured person (known as

Primary insurer )shall be



obliged to settle the claim

as long as the claim is

within the limits of and

according to the terms of the

chosen policy. ii. Insured

person having multiple

policies shall also have the

right to prefer claims under

this policy for the amounts

disallowed under any other

policy / policies, even if

the sum insured is not

exhausted. Then the

Insurer(s) shall

independently settle the

claim subject to the terms

and conditions of this policy.

iii. If the amount to be

claimed exceeds the sum

insured under a single  
policy after, the insured  
person shall have the right  
to choose insurers from whom  
he/she wants to claim the  
balance amount. Where an  
insured person has policies  
from more than one insurer  
to cover the same risk on  
indemnity basis, the insured  
person shall only be  
indemnified the  
hospitalization costs in  
accordance with the terms and  
conditions of the chosen  
policy. Indemnity Policies:  
A policyholder can file for  
claim settlement as per  
his/her choice under any

policy. The Insurer of that  
  
chosen policy shall be  
  
treated as the primary  
  
Insurer. In case the  
  
available coverage under the  
  
said policy is less than the  
  
admissible claim amount, the  
  
primary Insurer shall seek  
  
the details of other  
  
available policies of the  
  
policyholder and shall  
  
coordinate with other  
  
Insurers to ensure  
  
settlement of the balance  
  
amount as per the policy  
  
conditions, without causing  
  
any hassles to the  
  
policyholder. Benefit Based  
  
Policies: On occurrence of

the insured event, the

policyholders can claim from

all Insurers under all

police. Medclaim Insurance

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The Oriental Insurance

Company Limited ARBITRATION

CLAUSE: The Parties to the

contract may mutually agree

and enter into a separate

Arbitration Agreement to

settle any and all disputes

in relation to this policy.

Arbitration shall be

conducted under and in

accordance with the

provisions of the

Arbitration and Conciliation

Act, 1996. 2.DISCLAIMER OF

CLAIM: It is also hereby

further expressly agreed and

declared that if the

TPA/Company shall disclaim

liability in writing to the

Insured for any claim

hereunder and such claim

shall not within 12 calendar

months from the date of such

disclaimer have been made

the subject matter of a suit

in a court of law, then the

claim shall for all purposes

be deemed to have been

abandoned and shall not

thereafter be

recoverablehereunder.

3.PAYMENT OF CLAIM: The

policy covers illness,  
disease or accidental bodily  
injury sustained by the  
insured person during the  
policy period any where in  
India and all medical /  
surgical treatment under  
this policy shall have to be  
taken in India and  
admissible claims thereof  
shall be payable in

Indian currency. 4.BONUS -

LOW CLAIM RATIO DISCOUNT:

Low claim ratio discount at  
the following scale will be  
allowed on the total premium  
at renewal only, depending  
upon the incurred claims  
ratio for the entire group

insured under the group

Mediclaime insurance policy

for the preceding three

completed years excluding

the year

immediatelyprecedingthedateofrenewal.WherethegroupMediclaimeinsurancepolicyhasnotbeenin

force for three completed

years, such shorter period

of completed years excluding

the year immediately

preceding the date of

renewal will be taken into

account. Incurred Claims

Ratio underGroupPolicy

Discount%age Not exceeding

60% 5 Not exceeding 50% 15

Not exceeding 40% 25 Not

exceeding 30% 35 Not

exceeding 25% 40 5.MALUS -

## HIGH CLAIM RATIO LOADING:

The total premium payable at

renewal of the group policy

will be loaded at the

following scale depending

upon the incurred claims

ratio for the entire group

insured under the group

Medicaid insurance policy

for the preceding three

completed years excluding

the year immediately

preceding the date of

renewal. Where the group

Medicaid policy has not

been in force for three

completed years, such

shorter period of completed

years, excluding the year



immediately preceding the

date of renewal will be

taken into account. Incurred

Claims Ratio

under Group Policy Loading

%age Note: Low claim ratio

discount (Bonus) or High

Claim ratio loading (Malus)

will be applicable to the

premium at renewal of the

policy depending on the

incurred claims ratio for

the entire group insured.

Between 70% and 100% 25

Between 101% and 125% 55

Between 126% and 150% 90

Between 151% and 175% 120

Between 176% and 200% 150

Above 200% cover to be

reviewed Medclaim Insurance

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The Oriental Insurance

Company Limited Incurred

claims would mean claims

paid plus claims outstanding

in respect of the entire

group insured under the

policy during the relevant

period 7A. PROPORTIONATE

CLAUSE - If the Insured

Person is admitted in the

hospital in a room where the

room category or the Room

Rent incurred is higher than

the eligibility as specified

in the Policy Schedule/

Certificate of Insurance,

then the Policyholder/

Insured Person shall bear a

rate able proportion of the

total & specified

Associated Medical Expenses

(including surcharge or

taxes thereon) in the

proportion of the difference

between the Room Rent of the

entitled room

category/eligible Room Rent

to the Room Rent actually

incurred. However, this will

not be applicable in respect

of Medicines/Pharmacy/

Drugs, Consumables, Medical

Devices/ implants and Cost

of Diagnostics.

7B.ASSOCIATED MEDICAL

EXPENSES: · Doctor's fees

/ Consultant fees/RMO fees

· Nursing expenses

including administration

charges/ transfusion

charges/ injection charges

· Surgeon fees / Asst

Surgeon fees Anesthesia fees

Procedure charges of any

kind which includes:-

Chemotherapy/Radiotherapy

charges Nebulization

Hemodialysis PICC line

insertion Catheterisation

charges Tracheostomy etc. IV

charges Blood transfusion

charges Dialysis Surgery

Charges OT charges including

OT gas, equipment charges 8.

PERIOD OF POLICY: This

insurance policy is issued

for a period of one year.

#### 9. PRE-ACCEPTANCE HEALTH

CHECKUP: Any person beyond

45 years of age desiring to

take insurance cover has to

submit following medical

reports from listed Network

Diagnostic Centre or any

other medical reports

required by the company in

case of fresh proposal and

renewal where there is a

break in policy period. Age

45-55 ABOVE 55 Years MEDICAL

TEST PHYSICAL EXAMINATION

PHYSICAL EXAMINATION

URINE(MICROALBUMINUREA)

URINE(MICROALBUMINUREA)

GLYCOCYLATED, HAEMOGLOBIN

GLYCOCYLATED HAEMOGLOBIN

ULTRASONOGRAPHY (WHOL E

ABDOMEN ANDPELVIS)

ULTRASONOGRAPHY (WHOL E

ABDOMEN ANDPELVIS) ELECTRO

CARDIO GRAM X RAY KNEES ANTI

POSTERIOR AND LATREL

COMPLETE EYE TEST INCLUDIN

COMPLETE EYE TEST INCLUDIN

FUNDUSETC G FUNDUSETC G

STRESS TEST (TMT) Medclaim

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10.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 the accrued  
continuity benefits in  
waiting periods as per IRDAI  
guidelines on migration. For

Detailed Guidelines on

Migration, kindly refer the

link:-

[https://www.irdai.gov.in/ADMINCMS/cms/whatsNew\\_Layout.aspx?page=PageNo3987&flag=1](https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1)

#### 5.1 Portability : The

Insured Person will have the

option to port the Policy to

other insurers by applying

to such insurer to port the

entire policy along with all

the members of the family,

if any, atleast 30 days

before, but not earlier than

60 days from the policy

renewal date as per IRDAI

guidelines related to

portability. If such person

is presently covered and has

been continuously covered



without any lapses under any

health insurance policy with

an Indian General/Health

insurer, the proposed

insured person will get the

accrued continuity benefits

in waiting periods as per

IRDAI guidelines on

portability. For Detailed

Guidelines on Portability,

kindly refer the link:

[https://www.irdai.gov.in/ADMINCMS/cms/whatsNew\\_Layout.aspx?page=PageNo3987&flag=1](https://www.irdai.gov.in/ADMINCMS/cms/whatsNew_Layout.aspx?page=PageNo3987&flag=1)

#### 11.SUM INSURED:

TheCompany's liability in

respect of all claims

admitted during the period

of Insurance shall not

exceed the sum insured opted

by the Insured person.

Minimum sum insured is Rs

50,000/- and in multiples of

Rs 25,000/- upto Rs 2,

00,000/-. Beyond the

SumInsured of Rs. 200000/-

in multiples of Rs. 50000/-

uptoRs500000/-. 12.RENEWAL

OF POLICY WITH ENHANCEMENT

OF SUM INSURED: If the policy

is to be renewed for

enhanced sum insured then

the restrictions as

applicable to a fresh policy

(condition 4.1, 4.2 &

4.3 will apply to additional

sum insured) as if a

separate policy has been

issued for the difference,

subject to medical check up

as per norms of the Company.

The cost of Medical check up

shall be borne by the

insured. 13. AUTHORITY TO

OBTAIN RECORDS: a) The

insured person hereby agrees

to and authorises the

disclosure to the insurer or

the TPA or any other person

nominated by the insurer of

any and all Medical records

and information held by any

Institution / Hospital or

Person from which the

insured person has obtained

any medical or other

treatment to the extent

reasonably required by

either the insurer or the

TPA in connection with any  
claim made under this policy  
or the insurer's  
liabilitythereunder. b) The  
insurer and the TPA agree  
that they will preserve the  
confidentiality of any  
documentation and  
information that comes into  
their possession pursuant to  
a) above and will only use  
it in connection with any  
claim made under this policy  
or the insurer's  
liabilitythereunder

#### 14.CHANGE OF ADDRESS:

Insured must inform the  
company immediately in  
writing of any change in the

address. 15.QUALITY OF

TREATMENT : The insured

hereby acknowledges and

agrees that payment of any

claim by or on behalf of the

insurer shall not constitute

on part of the insurance

company a guarantee or

assurance as to the quality

or effectiveness of any

medical treatment obtained

by the insured person, it

being agreed and recognized

by the policy holder that

insurer is not in any way

responsible or liable for

the availability or quality

of any services

(Medical or otherwise) rendered by any institution (including a network hospital) whether pre-

authorized or not. Mediclaim

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16.ID CARDS: The card issued

the Insured Person by the

TPA to avail cashless

facility in the Network

Hospital only. Upon the

cancellation or non renewal

of this policy, all ID cards

shall immediately be

returned to the TPA at the

policy holders expenses and

the policy holder and each

insured person agrees to

hold and keep harmless, the

insurer and the TPA against

any or all costs, expenses,

liabilities and claims

(whether justified or not)

arising in respect of the

actual or alleged use,

misuse of such ID cards

prior to their return.

17. MORATORIUM PERIOD After

completion of five

continuous years under this

policy no look back to be

applied. This period of five

years is called as

moratorium period. The

moratorium would be

applicable for the sums

insured of the first policy

and subsequently completion

of five continuous years

would be applicable from  
date of enhancement of sums  
insured only on the enhanced  
limits. After the expiry of  
Moratorium Period no health  
insurance claim shall be  
contestable except for  
proven fraud .The policies  
would however be subject to  
all limits, sub limits,  
co-payments, deductibles as  
per the policy contract.

#### 18. Withdrawal of Policy i.

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. ii.



Insured person will have the option 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 guidelines, provided the policy has been maintained without a break.

19. Nomination: The policyholder is required at the inception of the policy to make a nomination nomination and can be changed at any time during the term of the policy for

the purpose of payment of  
claims under the policy in  
the event of death of the  
policyholder. Any change of  
nominations shall be  
communicated to the company  
in writing and such change  
shall be effective only when  
an endorsement on the policy  
is made. For Claim  
settlement under  
reimbursement, the Company  
will pay the policyholder.

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.

20.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 shall be  
forfeited. Any amount  
already paid against claims  
which are found fraudulent  
later under this policy  
shall be repaid by all  
person(s) named in the  
policy schedule, who shall  
be jointly and severally  
liable for such repayment.

For the purpose of this  
clause, the expression  
"fraud" means any of the  
following acts committed by  
the Insured Person or by his  
agent, with intent to  
deceive the insurer or to  
induce the insurer to issue

an insurancePolicy: 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

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Company Limited The Oriental

Insurance Company Limited

Mediclaime Insurance Policy

(Group) any such act or

omission as the law

specialty declares to  
be fraudulent The company  
shall not repudiate the  
policy 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 mis-  
statement of or suppression  
of material fact are within  
the knowledge of the  
insurer. Onus of disproving  
is upon the policyholder, if  
alive, or beneficiaries.