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## **RQBE SURROGACY AND OOCYTE DONOR INSURANCE POLICY**

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### **PREAMBLE**

This policy is a contract of insurance issued by Raheja QBE General Insurance Company Limited (hereinafter called the ‘Company’) to the proposer mentioned in the schedule to cover the person(s) named in the schedule (hereinafter called the ‘Insured Person’). The policy is based on the statements and declaration provided in the proposal form by the proposer and is subject to receipt of the requisite premium.

The term **You/ Your / Insured/ Insured Person** in this document refers to all the Individual members who will be treated as Insured beneficiary and the term **Proposer /Policy Holder** in this document refers to Person who has signed the proposal form and in whose name the policy is issued. Also, the term **Insurer/ Us/ Our/ Company** in this document refers to Raheja QBE General Insurance Company Limited

This policy is specially designed for:

A. Covering woman who agrees to bear a child through Surrogacy from the implantation of embryo in her womb as per The Surrogacy (Regulation) Act, 2021 and The Surrogacy (Regulation) Rules, 2022 and any subsequent additions /modifications to the Act / Rules

OR

B. Covering woman who agrees to be an Oocyte Donor for the intending couple or woman as per The Assisted Reproductive Technology (Regulation) Act, 2021 and The Assisted Reproductive Technology (Regulation) Rules, 2022 and any subsequent additions / modifications to the Act / Rules

It is a **Condition Precedent** that this cover can be availed only on mandatory submission of the following listed documents:

### **Document to be submitted by the Intending Couple / Woman proposing for insurance to cover Surrogate Mother**

1. Certificate of recommendation from the National Assisted Reproductive Technology and Surrogacy Board and
2. Certificate of essentiality issued by the appropriate authority constituted as per section 35 of The Surrogacy (Regulation) Act, 2021; and
3. Certificate of a medical indication in favor of either or both members of the intending couple or intending woman necessitating gestational surrogacy from a District Medical Board and
4. Eligibility certificate issued in favor of the Intending couple or woman by the appropriate authority, constituted as per section 35 of The Surrogacy (Regulation) Act, 2021

**Documents to be submitted by the Surrogate Mother**

1. Eligibility certificate issued in favor of the Surrogate Mother by the appropriate authority, constituted as per section 35 of The Surrogacy (Regulation) Act, 2021 and
2. Certificate of medical and psychological fitness of the Surrogate Mother for surrogacy and surrogacy procedures from a registered medical practitioner.

**Documents to be submitted by the Oocyte Donor**

1. Form 13 – Consent form for the Donor of Oocytes as prescribed in The Assisted Reproductive Technology (Regulation) Rules, 2022

**OPERATIVE CLAUSE**

If anytime during the policy period, the insured is required to be hospitalized for the reasons listed below, following **Medical Advice** of a duly qualified and Registered Medical Practitioner, the Company shall indemnify **Medically Necessary Treatment** charges towards the coverage mentioned in the terms of cover.

- A. Surrogate Mother - Complications arising out of pregnancy during surrogacy and post-partum delivery or
- B. Oocyte Donor - Complications arising out of oocyte retrieval

Provided further that,

- i. The treatment is undergone in Registered Clinics, Hospitals and under the supervision of the Registered Medical Practitioners as per the respective Act / Rules.
- ii. any amount payable under the policy shall be subject to the terms of coverage (including any co-pay, sub limits), exclusions, conditions and definitions contained herein.
- iii. Maximum liability of the Company under all such Claims for the entire policy period, shall be the Sum Insured opted and mentioned in the Policy Schedule.

**1. DEFINITIONS**

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

**A. STANDARD DEFINITIONS:**

**1. Age** means completed years on Your last birthday as per the English Calendar regardless of the actual time of birth, at the time of commencement of Policy Period.

**2. Associated Medical Expenses** means medical expenses such as Professional fees, OT charges, Procedure charges, etc., which vary based on the room category occupied by the insured person whilst undergoing treatment in some of the hospitals. If Policy Holder chooses a higher room category above the eligibility defined in policy, then proportionate deduction will apply on the Associated Medical Expenses in addition to the difference in room rent. Such associated medical expenses do not include Cost of pharmacy and consumables, Cost of implants and medical devices and Cost of diagnostics

**3. Acquired Immune Deficiency Syndrome (AIDS)** means the meaning assigned to it by the World Health Organization and shall include Human Immune deficiency Virus (HIV), Encephalopathy (dementia) HIV Wasting Syndrome and ARC (AIDS Related Condition).

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

**5. AYUSH Treatment** refers to the medical and/or hospitalization treatments given under Ayurveda, Yoga and Naturopathy, Unani, Sidha and Homeopathy systems.

**6. 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:

- Central or State Government AYUSH Hospital; or
- Teaching hospital attached to AYUSH College recognized by the Central Government/Central Council of Indian Medicine/Central Council for Homeopathy; or
- 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:
- Having at least 5 in-patient beds
- Having qualified AYUSH Medical Practitioner in charge round the clock
- Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out
- Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

**7. AYUSH Day Care Centre** Means and includes Community Health Centre (CHC), Primary Health Centre (PHC), Dispensary, Clinic, Polyclinic or any such health center which is registered with the local authorities, wherever applicable and having facilities for carrying out treatment procedures and medical or surgical/para-surgical interventions or both under the supervision of registered AYUSH Medical Practitioner (s) on day care basis without in-patient services and must comply with all the following criterion:

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

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

**8. Commencement Date** means the commencement date of this Policy as specified in the Policy Schedule.

**9. 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.

**10. Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

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

**Internal Congenital Anomaly:** Congenital anomaly which is not in the visible and accessible parts of the body.

**External Congenital Anomaly:** Congenital anomaly which is in the visible and accessible parts of the body.

**12. Diagnosis** means the identification of a disease/illness/medical condition made by a Medical Practitioner supported by clinical, radiological and histological, histo-pathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to us.

**13. Diagnostic Test** means investigations such as X-ray or blood tests to find the cause of Your symptoms and medical condition.

**14. Day care treatment** means medical treatment and/or surgical procedure which is

a. undertaken under general or local anesthesia in a hospital / day care center in less than 24 hours because of technological advancement and

b. which would have otherwise required Hospitalization of more than 24 hours

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

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

**16. Emergency Care** means management for an 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.

**17. Endorsement** means written evidence of change to the insurance Policy including but not limited to increase or decrease in the policy period, extent and nature of the cover agreed by the Company in writing.

**18. Excluded hospital** means any hospital which is excluded from the hospital list of the company, due to fraud or moral hazard or misrepresentation indulged by the hospital.

**19. Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue the Policy in force without loss of continuity benefits pertaining to all the credits (Sum Insured, No claim bonus, Specific waiting periods and waiting period for pre-existing diseases, moratorium period etc) accrued under the policy. Coverage will not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases. Provided we shall offer coverage during the grace period, if the premium is paid in instalments during the policy period.

**20. Hospital** means any institution established for inpatient 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

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

**22. Illness** means a sickness, or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

a. **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** is defined as a disease, illness, or injury that has one or more of the following characteristics:

- i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
- ii. it needs ongoing or long-term control or relief of symptoms
- iii. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- iv. it continues indefinitely
- v. it recurs or is likely to recur

**23. 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.

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

**25. 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.

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

**27. Maternity expenses** means;

- a. medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization)
- b. expenses towards lawful medical termination of pregnancy during the policy period.

**28. Medical Practitioner:**

Medical Practitioner means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

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

**30. 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.

**31. Medically necessary Treatment** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- a. is required for the medical management of the illness or injury suffered by Insured
- b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity
- c. must have been prescribed by a medical practitioner
- d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**32. Migration** means the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained to the extent of the Sum Insured, No Claim Bonus, Specific Waiting periods, waiting period for pre-existing diseases, Moratorium period etc. from one health insurance policy to another with the same insurer.

**33. Material facts** shall mean all relevant information as sought by the company in the proposal form and all other connected documents which form basis on which the policy is issued to enable the Company to take informed decision in the context of underwriting and the risk parameters.

**34. Material Duties** shall mean the essential tasks, functions and operations, and the skills, abilities, knowledge, training & experience, generally required by the Employers from the full-time confirmed employees engaged in a particular occupation and cannot be reasonably modified or omitted.

**35. Material Change:** The Insured shall notify the Company in writing of any material change in the risk in relation to the declaration made in the proposal form or medical examination report at each Renewal and the Company may, adjust the scope of cover and /or premium, if necessary, accordingly.

**36. Network Provider/ Hospital** means Hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless facility. The list is available with the insurer and subject to amendment from time to time.

**37. Newborn baby** means baby born during the Policy Period and is aged up to 90 days



- 38. Non- Network** means any hospital, day care center or other provider that is not part of the network.
- 39. Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- 40. OPD treatment** means the 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.
- 41. Pre-existing Disease means any condition, ailment, injury or disease:**
- That is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer **OR**
  - For which medical advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the date of commencement of the policy.
- 42. Pre-hospitalization Medical Expenses**  
Pre-hospitalization Medical Expenses means medical expenses incurred during pre-defined number of days preceding the hospitalization of the Insured Person, provided that:
- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and
  - The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.
- 43. Post-hospitalization Medical Expenses**  
Post-hospitalization Medical Expenses means Medical Expenses incurred immediately after the Insured Person is discharged from the Hospital, provided that:
- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and
  - The In-patient Hospitalization claim for such Hospitalization is admissible by Us.
- 44. Proposal form** means a form to be filled in by the prospect in written or electronic or any other format as approved by the Authority, for furnishing all material information as required by the Insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages, terms and conditions of the cover to be granted.
- 45. Proposer** means the person who has signed in the proposal form and named in the Policy Schedule.
- 46. Policy** means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured person, what is excluded from the cover and the terms & conditions on which the Policy is issued to the Insured person.
- 47. Policy period** means the period between the commencement date and earlier of
- The Expiry Date specified in the Policy Schedule
  - The date of cancellation of this Policy by either Policyholder or Insurer in accordance with General Condition **5 (B) 6** below.

**48. Policy Schedule** means that portion of the Policy which sets out Your personal details, the type and plan of insurance cover in force, the Policy duration and sum insured etc. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.

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

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

**51. Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained to the extent of the Sum Insured, No Claim Bonus, specific waiting periods, waiting period for pre-existing disease, Moratorium period etc., from the Existing Insurer to the Acquiring Insurer in the previous policy.

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

**53. 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.

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

**55. Room Rent** means the amount charged by a hospital towards Room and Boarding expenses and shall include the associated medical expenses.

**56. Sum Insured** means the amount shown in the policy schedule which shall be our maximum liability under the policy for the entire Policy Period mentioned on the Policy Schedule, for the Insured Person.

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

**58. 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.

**59. Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief from suffering and prolongation of life, performed in a hospital or day care center by a medical practitioner.

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



**B. SPECIFIC DEFINITIONS:**

- 61. Appropriate Authority** means the appropriate authority appointed under Section 35 of The Surrogacy Regulation Act 2021.
- 62. Altruistic surrogacy** means the surrogacy in which no charges, expenses, fees, remuneration or monetary incentive of whatever nature, except the medical expenses and such other prescribed expenses incurred on surrogate mother and the insurance coverage for the surrogate mother, are given to the surrogate mother or her dependents or her representative.
- 63. Couple** means the legally married Indian man and woman above the age of 21 years and 18 years respectively.
- 64. Gestational Surrogacy** means a practice whereby a surrogate mother carries a child for the intending couple through implantation of embryo in her womb and the child is not genetically related to the surrogate mother.
- 65. Gynecologist** means a medical postgraduate in gynecology and obstetrics and should have record of performing 50 ovum pickup procedures and at least three years of working experience in an ART clinic under supervision of a trained ART specialist or a medical post-graduate in gynecology and obstetrics with super specialist Doctorate of Medicine/Fellowship in reproductive medicine with experience not less than three years of working in an Assisted Reproductive Technology clinic.
- 66. Implantation** means the attachment and subsequent penetration by the zona-free blastocyst, which starts five to seven days following fertilization.
- 67. Intending couple** means a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy.
- 68. Intending woman** means an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy.
- 69. Oocyte** means naturally ovulating oocyte in the female genetic tract.
- 70. Retrieval** means a procedure of removing oocytes from the ovaries of a woman.
- 71. Surrogacy** means a practice whereby one woman bears and gives birth to a child for an intending couple with the intention of handing over such child to the intending couple after the birth.
- 72. Surrogacy Clinic** means surrogacy clinic, center or laboratory, conducting assisted reproductive technology services, in vitro fertilization services, genetic counselling center, genetic laboratory, Assisted Reproductive Technology Banks conducting surrogacy procedure or any clinical establishment, by whatsoever name called, conducting surrogacy procedures in any form.
- 73. Surrogacy Procedures** means all gynecological, obstetrical or medical procedures, techniques, tests, practices or services involving handling of human gametes and human embryo in surrogacy.
- 74. Surrogate Mother** means a woman who agrees to bear a child (who is genetically related to the

intending couple or intending woman) through surrogacy from the implantation of embryo in her womb and fulfils the conditions as provided in sub-clause (b) of clause (iii) of section 4 of 'THE SURROGACY (REGULATION) ACT, 2021'.

**75. Waiting Period** means a period from the inception of this Policy during which specified diseases/treatments are not covered. On completion of the period, diseases/treatments shall be covered provided the Policy has been continuously renewed without any break.

**76. Specific Waiting Periods** means a period up to 36 months from the commencement of a Health Insurance Policy during which period specified diseases/treatments (except due to an accident) are not covered. On completion of the period, diseases/treatments shall be covered provided the policy has been continuously renewed without any break.

## **2. ELIGIBILITY:**

### **Eligibility for a Proposer:**

1. The Intending Couple or Intending Woman is eligible to propose for an insurance cover in favor of the Surrogate mother or Oocyte Donor
2. The intending couple/woman proposing to cover the surrogate mother, should fulfil the following conditions:
  - i. the intending couple should be married and between the age of 23 to 50 years in case of female and between 26 to 55 years in case of male on the day of certification
  - ii. the intending couple/woman have not had any surviving child biologically or through adoption or through surrogacy earlier: Provided that nothing contained in this item shall affect the intending couple who have a child and who is mentally or physically challenged or suffers from life threatening disorder or fatal illness with no permanent cure and approved by the appropriate authority with due medical certificate from a District Medical Board
3. Medical indications necessitating gestational surrogacy - A woman may opt for surrogacy if:
  - a. she has no uterus or missing uterus or abnormal uterus (like hypoplastic uterus or intrauterine adhesions or thin endometrium or small uni-cornuate uterus, T-shaped uterus) or if the uterus is surgically removed due to any medical conditions such as gynecological cancer
  - b. intended parent or woman who has repeatedly failed to conceive after multiple In vitro fertilization or intracytoplasmic sperm injection attempts. (Recurrent implantation failure)
  - c. multiple pregnancy losses resulting from an unexplained medical reason. Unexplained graft rejection due to exaggerated immune response
  - d. any illness that makes it impossible for woman to carry a pregnancy to viability or pregnancy that is life threatening
4. The proposer shall not be eligible for coverage under the policy.
5. An intending couple or intending woman shall not have the service of more than one surrogate at any given time.
6. An intending couple/Woman shall not have simultaneous transfer of embryos in the woman and in a surrogate.

**Who can be Insured:**

1. Surrogate Mother between the age of 25 to 35 years
  2. Female Oocyte donor between the age of 23 to 35 years
- Age mentioned above refers to completed age at the commencement date of this policy

**Specific conditions applicable to the Insured:**

1. The Insured Person shall be eligible only once in her entire lifetime to avail the coverage for Surrogacy or Oocyte retrieval
2. **Surrogate Mother** should be
  - a. a married woman having a child of her own and between the age of 25 to 35 years on the day of implantation of embryo in her womb and willing woman to act as a surrogate mother and undergo surrogacy procedures as per the provisions of the Surrogacy Act.
  - b. Should not provide her own gametes for the purpose of surrogacy
  - c. Should not act as a surrogate mother more than once in her lifetime
  - d. Should possess a certificate of medical and psychological fitness for surrogacy and surrogacy procedures from a registered medical practitioner
  - e. **Number of attempts of surrogacy procedures:** The number of attempts of any surrogacy procedure on the surrogate mother shall not be more than 3 times during the policy period.
  - f. Only Indian citizens shall have a right to act as a surrogate, and no ART bank/ART clinics shall receive or send an Indian for surrogacy abroad
  - g. Any woman agreeing to act as a surrogate shall be duty-bound not to engage in any act that would harm the fetus during pregnancy and the child after birth, until the time the child is handed over to the designated person(s).
  - h. Number of embryos to be implanted in the uterus of the surrogate mother - The gynecologist shall transfer one embryo in the uterus of a surrogate mother during a treatment cycle: Provided that only in special circumstances up to three embryos may be transferred
3. **Oocyte donor** should be
  - a. a woman between 23 to 35 years of age and
  - b. shall donate oocytes only once in her lifetime

**Type of Sum Insured:** Sum Insured shall be offered on Individual basis.

**Policy Tenure:**

Insured	Policy Tenure	Policy Commencement
<b>Surrogate Mother</b>	36 Months	Policy shall commence from the date of realization of premium and acceptance of the proposal by the Company, whichever is later. The policy will be issued for a period of three continuous years.
<b>Oocyte Donor</b>	12 Months	Policy shall commence from the date of realization of premium and acceptance of the proposal by the Company, whichever is later. The policy will be issued for a period of one year.

**Specific Condition:**

1. Policy should be availed before commencement of the Surrogacy Procedures or oocyte retrieval
2. Policy shall not be renewable at the end of the respective policy period

**3. COVERAGE:****A. In-patient Hospitalization Expenses:**

This Policy shall indemnify the **Reasonable and Customary Medical Expenses** incurred for **In-patient** hospitalization of the Insured Person, towards:

- a. complications arising out of pregnancy including Medical Termination of Pregnancy (in case of life-threatening medical condition to the surrogate mother as authorized by the appropriate authority) and also covering post- partum delivery complications for the Surrogate mother resulting from **Altruistic Surrogacy** or
  - b. complications arising due to oocyte retrieval with respect to the Oocyte donor
- under different heads mentioned below, during the **Policy Period** up to the **Sum Insured** as mentioned in the **Policy Schedule** (other than any sub-limits specified in the policy), subject to terms, conditions and exclusions mentioned in the Policy.
- i. **Room Rent**, Boarding, Nursing expenses as provided by the Hospital/Nursing Home up to 1% of Sum Insured, subject to maximum of Rs 5,000/- per day
  - ii. **Intensive Care Unit (ICU)** expenses up to 2% of Sum Insured subject to maximum of Rs 10,000/- per day.
  - iii. Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialist Fees up to 30% of Sum Insured per claim, whether paid directly to the treating doctor /surgeon or to the hospital
  - iv. Anesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines and Drugs, costs towards diagnostics, diagnostic imaging modalities and such similar other expenses.
  - v. Expenses incurred on road Ambulance subject to a maximum of Rs 2,000/- per hospitalization. This benefit is payable only if hospitalization claim is paid.
  - vi. **Proportionate Deduction:** In case of admission to a room exceeding the limits as mentioned in the point no. (i), the reimbursement of all other expenses incurred at the Hospital, with the exception of cost of pharmacy/medicines, consumables, implants, medical devices & diagnostics, shall be payable in the same proportion as the admissible rate per day bears to the actual rate per day of room rent charges

**B. Day Care Treatment:**

We will indemnify the reasonable and customary charges for Medical Expenses incurred on the Insured Person's Day Care Treatment, on the written advice of a Medical Practitioner provided that the hospitalization is **ONLY** for any complication arising due to pregnancy & post-partum delivery or any complication arising due to Oocyte Retrieval hospitalization.

OPD Treatment and Diagnostic Services will not be covered under the policy.

**C. Domiciliary Treatment:**

Domiciliary hospitalization means medical treatment for 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:

- i. the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- ii. the patient takes treatment at home on account of non-availability of room in a hospital.

**Note:**

- The hospitalization is due to any complication arising due to pregnancy & post-partum delivery.

- Medical & ambulatory devices used at home (like Pulse Oximeter, BP monitors, Sugar monitors, automation device for peritoneal dialysis, CPAP, BiPAP, Crutches, wheelchair etc.) are not covered.

**D. AYUSH Treatments**

We will indemnify the reasonable and customary charges for Inpatient Hospitalization Expenses incurred on the Insured Person's AYUSH Treatment, on the written advice of a Medical Practitioner.

**E. Advance treatment**

The company shall indemnify the insured person, for expenses incurred under Benefit “In-patient Hospitalization Expenses” for treatment taken through following advance technologies only if the procedure is for complication arising out of Surrogacy or Oocyte retrieval. The coverage for Listed advance treatments shall be restricted to 50% of the base SI. A sub limit of 1,00,000 for Robotic Surgeries shall apply.

1. Uterine Artery Embolization and HIFU (High intensity focused ultrasound)
2. Balloon Sinuplasty
3. Deep Brain stimulation
4. Oral chemotherapy
5. Immunotherapy- Monoclonal Antibody to be given as injection
6. Intravitreal injections
7. Robotic surgeries
8. Stereotactic radio surgeries
9. Bronchial Thermoplasty
10. Vaporization of the prostate (Green laser treatment or holmium laser treatment)
11. IONM - (Intra Operative Neuro Monitoring)
12. Stem cell therapy: Hematopoietic stem cells for bone marrow transplant for hematological conditions to be covered.

**4. GENERAL EXCLUSIONS:**

The Company shall not be liable to make any payment under the policy towards any claim in connection with or in respect of:

**A. STANDARD EXCLUSIONS:****1. Investigation & Evaluation – Code – Excl04:**

- 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.

**2. Rest Cure, rehabilitation and respite care – code – Excl05:**

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

**3. Cosmetic or plastic Surgery- Code – Excl08:** Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(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.

**4. Hazardous or Adventure sports: Code – Excl09:** 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. Breach of law: Code – Excl 10:** Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

**6. Excluded Providers: Code-Excl11:** Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website/notified to the policyholders are not admissible. However, in case of life-threatening situations following an accident, expenses up to the stage of stabilization are payable but not the complete claim.

**7. Treatment for Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. Excl12**

**8. Treatments received in health spas, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. Code-Excl13**

**9. Dietary supplements and substances that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure. Code – Excl14**

**10. Unproven Treatments: Code – Excl16:** 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.

## **B. SPECIFIC EXCLUSIONS:**

**11. Any illness, sickness or disease other than complications arising out of pregnancy and post-partum delivery for the surrogate mother or complications arising out of oocyte retrieval for the oocyte donor.**

**12. Medical Expenses incurred towards:**

- a. Delivery (Normal/Cesarean) charges of the Surrogate Mother
- b. The Newborn Baby through Surrogacy to the Surrogate Mother
- c. Complication of Pregnancy to the Surrogate Mother, which is for other than ‘Altruistic Surrogacy’ and / or for the second Surrogacy and / or if the Surrogate Mother donates her own gametes
- d. Miscarriage (including miscarriage due to accident) except in case of life-threatening medical condition to the surrogate mother, during the policy period of the Surrogate Mother
- e. Complications arising due to oocyte retrieval, if the insured is donating for the second time
- f. Treatment of any pre-existing condition/disease of the Insured including its complications
- g. Treatment taken on OPD basis by the Insured
- h. Pre and Post Hospitalization of the Insured



13. Complications of pregnancy resulting from:
  - i. the Surrogacy procedure conducted in a Clinic which is not registered as per the provisions of The Surrogacy(Regulation) Act, 2021
  - ii. Surrogacy which is for commercial purposes or for commercialization of surrogacy or surrogacy procedures
  - iii. Surrogacy which is for producing children for sale, prostitution or any other form of exploitation
14. Any claim arising due to non-compliance of the provisions stated in the respective Surrogacy law, The Surrogacy (Regulation) Act, 2021, The Surrogacy (Regulation) Rules, 2022, the Assisted Reproductive Technology Law, The Assisted Reproductive Technology (Regulation) Act, 2021, The Assisted Reproductive Technology (Regulation) Rules, 2022 and any subsequent additions / modifications to the Law / Act / Rules.
15. War or any act of war, invasion, acts of foreign enemies, hostilities whether war be declared or not, civil war, revolution, insurrection, mutiny, martial law.
16. Intentional self-injury or attempted suicide whether sane or insane.
17. All expenses caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
18. Any travel or transportation costs or expenses excluding ambulance charges.
19. Vaccination or inoculation of any kind
20. Durable medical equipment (including but not limited to wheelchairs, crutches, artificial limbs and the like), (namely that equipment used externally from the human body which can withstand repeated use; is not designed to be disposable; is used to serve a medical purpose; is generally not useful in the absence of an **Illness** or Injury and is usable outside of a Hospital) unless required for the treatment of **Illness** or Accidental Bodily Injury.
21. Prostheses, corrective devices, medical appliances, external medical equipment used at home as post hospitalization care including cost of instrument used in the treatment of Sleep Apnoea Syndrome (C.P.A.P), Continuous Peritoneal Ambulatory Dialysis (C.P.A.D) and Oxygen concentrator for Bronchial Asthmatic condition.
22. Any external **Congenital Anomaly**, diseases or defects.
23. Independent personal comfort and convenience items or services which are non-medical in nature and are charged separately unless they form part of the room rent.
24. Treatment of any external Congenital Anomaly, or Illness or defects or anomalies or treatment relating to external birth defects.
25. Treatments rendered by a Medical Practitioner who shares the same residence as an Insured Person or who is a member of the Insured Person's family like spouse, children (including adopted and step children), Parents, brother, sister, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, uncle, aunt,

grandfather, grandmother, grandson, granddaughter, nephew, and niece.

**26. Voluntary Termination of Pregnancy**

**27. Non-medical Expenses incurred during Hospitalization.** The list of such Non-medical Expenses is placed at Annexure 1– List 1 – Items for which coverage is not available in the policy’.

**5. GENERAL TERMS AND CONDITIONS**

**A. CONDITION PRECEDENT TO THE CONTRACT**

**5.1 Condition precedent** - This Policy requires fulfilment of the terms and conditions of this Policy, payment of premium and disclosure of information norm at all times by You or anyone acting on Your behalf. This is a precondition to any liability under the Policy.

**5.2 Disclosure to Information Norm** - The Policy shall be void and all premium paid shall be forfeited to Us, in the event of misrepresentation, mis-description or non-disclosure of any Material Fact.

**5.3 Electronic Transactions** - The Policyholder / Insured Person agrees to adhere to and comply with all terms and conditions as may be imposed for electronic transactions that we may prescribe from time to time which shall be within the terms and conditions of the contract, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of Us, for and in respect of the Policy or its terms, shall constitute legally binding and valid transactions when done in adherence to and in compliance with Our terms and conditions for such facilities, as may be prescribed from time to time which shall be within the terms and conditions of the contract. However, the terms and conditions shall not override provisions of any law(s) or statutory regulations including provisions of IRDAI regulations for protection of policyholders’ interests.

**5.4 No Constructive Notice** - Any knowledge or information of any circumstance or condition in relation to the Policyholder/ Insured Person which is in Our possession and not specifically informed by the Policyholder / Insured Person shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

**B. CONDITION APPLICABLE DURING THE CONTRACT**

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

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

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

- i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges; or
- ii. where the risk has already commenced and the option of return of the Policy is exercised by the insured, a deduction towards the proportionate risk premium for period of cover or

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

**2. Alterations to the Policy** - The Proposal Form, Declaration, Certificate and Policy constitute the complete contract of insurance. For any change(s) / alteration/ modification in contract You are requested to give us in writing. Any change that We make will be communicated to You by a written endorsement signed and stamped by Us. This Policy cannot be changed by anyone (including an insurance agent or broker) except Us.

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

[https://www.rahejaqbe.com/frontend/images/health-basic-guideline/pdf/download/Portability\\_Migration\\_Guideline.pdf](https://www.rahejaqbe.com/frontend/images/health-basic-guideline/pdf/download/Portability_Migration_Guideline.pdf)

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

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

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

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

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the Insured Person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

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

## **6. Cancellation of Policy –**

- a) The policyholder may cancel this policy by giving 7 days written notice.
- b) In case the Policyholder requests cancellation of the Policy, where no claims are reported under the Policy, the Company shall refund proportionate premium for the unexpired policy period on prorata basis.
- c) In case the Policyholder requests for cancellation of the Policy, where there are claims reported under the Policy, then there shall be no refund of premium for the unexpired policy period.
- d) The Company may cancel the policy at any time on grounds of misrepresentation, non-disclosure of material facts, fraud or non-cooperation by the insured person by giving 15 days' written notice. There would be no refund of premium upon cancellation on the abovementioned grounds.

## **7. Communication & Notices –**

- i. Any notice, direction or instruction under this Policy shall be in writing and if it is:
  - a. To any Insured Person, then it shall be sent to You at Your last updated address as shown in Our records and You shall act for all Insured Persons for these purposes.
  - b. To Us, it shall be delivered to Our address specified in the Schedule.
- ii. No insurance agents, brokers or other person or entity is authorized to receive any notice, direction or instruction on Our behalf unless We have expressly stated to the contrary in writing.
- iii. Notice and instructions will be deemed served ten (10) days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.
- iv. You must immediately bring to Our notice any change in the address or contact details. If You fail to inform Us, We shall send notice to the last known address and it would be considered that the notice has been sent to You.
- v. You shall immediately notify Us in writing in regard to change in occupation / business at Your own expense and We may adjust the scope of cover and/or premium after analyzing the risk of such a change, if necessary, accordingly.

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

**8. Geography –** This Policy covers for events within the territorial limits of India. All payments under this Policy will only be made in Indian Rupees.

## **9. Territorial Limits and Law**

- a. This cover is offered to Resident of India and persons of Indian Nationality
- b. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian Law.
- c. The Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an endorsement on the Policy Schedule

**10. Protection of Policy Holders Interest -** This Policy is subject to Master Circular on Operations and Allied Matters of Insurers 2024 - Health Insurance & Insurance Regulatory and Development Authority of India (Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024 or any amendment thereof from time to time.

**11. Policy Dispute -** Any and all disputes or differences concerning the interpretation of the coverage, terms, conditions, limitations and/ or exclusions under this Policy shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

**12. Records to be maintained** - You or the Insured Person, as the case may be, shall keep an accurate record containing all medical records pertaining to the treatment taken for any liability under the policy and shall allow Us or Our representative(s) to inspect such records. You or the Insured Person as the case may be, shall furnish such information as may be required by Us under this Policy at any time during the Policy Period and up to three years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under this Policy.

**13. Revision & Modification of Product** - Any revision or modification will be done with the approval of the Authority. We shall notify You about revision / modification in the product including premium. Such information shall be given to You at least ninety (90) days prior to the effective date of modification or revision coming into effect.

**14. Termination of Policy** - This Policy terminates on earliest of the following events-

- a. Cancellation of Policy as per the cancellation provision.
- b. On the policy expiry date.

**15. Withdrawal of Product** - The product will be withdrawn only after due approval from the Authority. We will inform the Policyholder in the event We may decide to withdraw the product.

In such cases, where Policy is falling due for Renewal within 90 days from the date of withdrawal, We will provide the Policyholder one time option to renew the existing Policy with us or migrate to modified or new suitable health insurance policy with Us. Any Policy falling due for Renewal after 90 days from the date of withdrawal will have to migrate to a modified or new suitable health insurance policy with Us.

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

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

**18. Authority to Obtain Records** - The insured must procure and cooperate with us in procuring any medical records and information from the hospital relating to the treatment for which claim has been lodged. If required, the Insured Person should give consent to us to obtain Medical records / opinion from the Hospital directly relating to the treatment for which claim has been made. If required, the Insured / Insured Person must agree to be examined by a Medical Practitioner of Company's choice at our expense.

**19. Automatic Termination** - This policy shall terminate immediately on the earlier of the following events irrespective of the expiry date mentioned in the policy schedule.

- a. Upon the demise of the Surrogate Mother or Oocyte Donor, in which case the Company will refund premium calculated on pro-rata basis for the unexpired period subject there being no claim under the policy.
- b. Upon exhaustion of the Sum Insured.

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

### **C. CONDITIONS WHEN A CLAIM ARISES**

- 1. Complete Discharge** – Any payment to the policy holder, insured person or his/her nominees or his/her legal representative or assignee or to the hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.
- 2. Disclaimer of Claim** - If Company disclaim liability to the Insured for any claim and if the insured within twelve (12) calendar months from the date of receipt of the notice of such disclaimer does not, notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under the policy.
- 3. Physical Examination** - Any Medical Practitioner authorized by the Us shall be allowed to examine the Insured Person in case of any alleged disease/Illness/Injury requiring Hospitalization. Non-co-operation by the Insured Person will result into rejection of claim. We will bear the cost towards performing such medical examination (at the specified location) of the Insured Person.

### **Claims Process & Management**

In the event of any claim under the Policy, completed claim form and required documents must be furnished to Us within the stipulated time. Failure to furnish this documentation within the stipulated time shall not invalidate nor reduce any claim if You can satisfy Us that it was not reasonably possible for You to submit / give proof within such time.

Policyholder's / Insured Person's duties at the time of Claim On occurrence of an event which will eventually lead to a Claim under this Policy, the Policyholder / Insured Person shall:

- a. Forthwith intimate the Claim in accordance with claim intimation section of this Policy.
- b. If so requested by Us, the Insured Person will have to submit himself / herself for a medical examination including any Pathological / Radiological examination by Independent Medical Practitioner as often as it is considered reasonable and necessary. The cost of such examination will be borne by Us.
- c. Allow the Medical Practitioner or any of Our representatives to inspect the medical and Hospitalization records, investigate the facts.
- d. Assist and not hinder or prevent Our representatives in pursuance of their duties for ascertaining the admissibility of the Claim under the Policy.

### **Claim Intimation:**

Upon the occurrence of any event, that may give rise to a claim under this Policy, the Policyholder / Insured Person or Nominee, must notify Us immediately at the call center or in writing within seven (7) days of occurrence of such event.

The following details are to be provided to Us at the time of intimation of Claim:



- Policy Number
- Name of the Primary Insured
- Name of the Insured Person in whose relation the Claim is being lodged
- Nature of Illness / Injury
- Name and address of the attending Medical Practitioner and Hospital
- Hospitalization period
- Any other information as requested by Us

### Claim Procedure

If the Insured happens to suffer and get hospitalized for treatment of any complication arising out of pregnancy or Postpartumdelivery complication in respect of Surrogate Mother or complications arising due to oocyte retrieval in respect of oocyte donor, which gives rise to or may give rise to a claim, then it is a **condition precedent** to our liability that the Insured or Proposer shall immediately:

- a. Give us intimation of the claim irrespective of notice provided to any other insurer for the same **illness** in case you are holding multiple insurance policies.
- b. Expeditiously give or arrange for us to be provided with any and all information and documentation in respect of the claimand/or our liability for it that may be requested by the us

Type of hospitalization	Turn Around Time	
<b>Cashless facility</b> - Admission in Network Hospital	<b>Planned Hospitalization:</b> pre-authorization has to be obtained 72 hours prior to the date of planned admission	<b>Emergency Hospitalization:</b> within 48hours of an emergency admission
<b>Reimbursement</b> - Admission in Non - Network Hospital	For availing benefit through reimbursement mode, advance claim intimation of at least 48 hours to Raheja QBE is required for planned hospitalization and intimation within 24 hours for emergency hospitalization. This would help us to pre-process your claim for a smooth experience. For more details call us at or Mail: . Claim Documents as listed in the Policy Terms must be submitted at the earliest possible opportunity not exceeding 30days from date of discharge	

#### i. Procedure for Cashless facility:

Obtain our pre-authorization for the medical treatment in any of our **Network Hospitals** by mentioning the **Membership Number** / Policy Number. Insured can view or download the updated NetworkHospitals from the Company's website <https://www.rahejaqbe.com/hospital-locator> access any of our network hospitals to avail cashless facility.

In case of planned admission, pre-authorization has to be obtained 72 hours prior to the date of admission and within 48hours of an emergency admission. Pre-authorization request shall, if we are satisfied as to the validity of the claim, specify:

1. the treatment authorized;

2. the place at which it has been authorized, and
3. Any other conditions applicable to either.

## ii. Procedure for submission of Reimbursement Claims

a. Upon Hospitalization, the insured Person or his/her dependents or the proposer shall provide us with fully particularized details of the quantum of any claim to be reimbursed and any and all other information and documentation in respect of the claim and/or our liability for it sought by our claims team at the earliest possible opportunity not exceeding 30 days from date of discharge.

b. We shall be under no obligation to pay or arrange to make payment for any claim until and unless it is satisfied as to the validity and quantum of Your claim.

c. The Insured shall obtain and furnish to the Company all copy of bills, receipts and any other documentation upon which a claim is based. Except in cases where a fraud is suspected, ordinarily no document not listed in the policy terms and conditions shall be deemed 'necessary'. The expenses towards doctors' fees for any additional medical examination required by us, at the time of claim shall be borne by us.

d. We shall only make payment (unless already paid direct to the service provider/hospital) to the Proposer or the Nominee mentioned in the Policy Schedule

e. Proposer / Insured hereby acknowledge and agree that the payment of any claim by or on behalf of us shall not constitute on the part of us any guarantee or assurance as to the quality or effectiveness of any medical treatment obtained by You, it being agreed and recognized by You that we are not in any way responsible or liable for the availability or quality of any service (medical or otherwise) rendered by any institution (including a **Network Hospital**) whether pre-authorized or not.

## Claims Documents

In case of any Claim for the covered Benefit, the indicative list of documents as mentioned below shall be provided by the Policyholder/Insured Person, immediately but not later than 15 days of event, to avail the Claim.

We may consider the delay in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which the Insured Person was placed, it was not possible for him or any other person to give notice or file claim within the prescribed time limit. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred. Requirement of all or any of the following documents will depend on the nature of claim.

Following documents are to be submitted for processing of the claim along with the duly filled & signed claim form by the Proposer / nominee in addition to the documents listed in the table:

- KYC of the Insured and KYC of the nominee / legal heir in case of death claim under the policy.
- Account details with proof for NEFT of the Insured and of nominee / legal heir in case of death claim under the policy

i.e. cancelled cheque, passbook copy has to be submitted with the below listed claim documents.

- Proof of identity and residence of the beneficiary for claims exceeding Rs 1 Lakh

Covers	Documents
In-Patient Hospitalization Expenses	<ul style="list-style-type: none"> <li>- Original Discharge summary in the hospital letter head with the seal and sign of the doctor with complete details of diagnosis, treatment given, treatment advised etc.</li> <li>- Original Main bill from the hospital with cost wise break up</li> <li>- Original payment receipt (Receipt should have Serial No)</li> <li>- Original investigation reports (such as X Ray, Lab Reports, Scan reports etc.) These are required for supporting the ailment, hence all reports taken prior / at the time or after the hospitalization are required.</li> <li>- All pharmacy bills should be accompanied with relevant prescriptions. Bills should contain date and patient name. If pharmacy is charged in the Main Hospital bill, then proper itemized break up of those medicines should be obtained from the hospital.</li> <li>- Implant stickers or invoice wherever applicable</li> <li>- In case of Road traffic accident (RTA), copy of FIR and/or Medico legal Certificate (MLC) would be required.</li> </ul> <p><b><u>Documents to be submitted by the Surrogate Mother -</u></b></p> <ul style="list-style-type: none"> <li>- Eligibility certificate issued in favor of the Surrogate Mother by the appropriate authority, constituted as per section 35 of The Surrogacy (Regulation) Act, 2021 and</li> <li>- Certificate of medical and psychological fitness of the Surrogate Mother for surrogacy and surrogacy procedures from a registered medical practitioner.</li> </ul> <p><b><u>Documents to be submitted by the Oocyte Donor</u></b></p> <ul style="list-style-type: none"> <li>- Form 13 – Consent form for the Donor of Oocytes as prescribed in The Assisted Reproductive Technology (Regulation) Rules, 2022</li> </ul>

### Claim Investigation

We may investigate Claims at Our own discretion to determine the validity of Claim. Such investigation may be concluded within thirty (30) days from the date of receipt of last necessary document of the Claim. Verification carried out, if any, will be done by individuals or entities authorized by Us to carry out such verification/investigation(s) and the costs for such verification/ investigation shall be borne by Us.

### Settlement & Repudiation of a Claim

We shall ordinarily settle a Claim including rejection within 30 days of the receipt of the last "necessary" documents. However, where the circumstances of a claim warrant an investigation 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, we shall settle the claim within 45 days from the date of receipt of last necessary document / information. In case of delay in the payment beyond the stipulated timelines, We shall be liable to pay interest at the rate of two percent (2%) above the Bank Rate or as per the applicable / extant IRDAI regulation. Such interest shall be paid from the date of the receipt of last relevant and necessary document from the insured /claimant by us till the date of the actual payment.

## Multiple policies

- i. In case of multiple policies taken by an Insured during a period from the same or one or more insurers to indemnify treatment costs, the insured person shall have the right to require settlement of 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 policyholder 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 policies for the amounts disallowed under any other policy/policies, even if the sum insured is not exhausted. Then the Insurer(s) shall independently settle claim subject to the terms and conditions of this policy
- iii. If the amount claimed exceeds the sum insured under a single policy, the Insured Person shall have the right to choose insurer from whom he/she wants to claim the balance amount
- iv. Where the insured person has policies from more than one insurer to cover the same risk on an indemnity basis, the insured person shall only be indemnified for the treatment costs in accordance with the terms and conditions of the chosen policy.

## 6. GRIEVANCES REDRESSAL

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

Website: [www.rahejaqbe.com](http://www.rahejaqbe.com)

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

E-mail: [customercare@rahejaqbe.com](mailto:customercare@rahejaqbe.com)

Telephone: 022 – 69155050

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

E-mail: [seniorcitizencare@rahejaqbe.com](mailto:seniorcitizencare@rahejaqbe.com)

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

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

### **RAHEJA QBE GENERAL INSURANCE COMPANY LIMITED**

Fulcrum, 501 & 502, A Wing, 5th Floor, IA Project Road, Sahar

Andheri East, Mumbai 400059, India

Tel: 022 - 69155050

Website: [www.rahejaqbe.com](http://www.rahejaqbe.com)

Email: [complaintsofficer@rahejaqbe.com](mailto:complaintsofficer@rahejaqbe.com)

Grievance may also be lodged at IRDAI Integrated Grievance Management System -

<https://bimabharosa.irdai.gov.in/>

If Insured person is not satisfied with the redressal of grievance through above methods, the Insured Person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance.

The contact details of Ombudsman offices are mentioned below:

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6 <sup>th</sup> floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: <a href="mailto:oio.ahmedabad@cioins.co.in">oio.ahmedabad@cioins.co.in</a>
Karnataka	Office of the Insurance Ombudsman, Jeevansoudha Building, PID No.57-27-N-19, Ground Floor, 19/19, 24 <sup>th</sup> Main Road, JP Nagar, 1 <sup>st</sup> Phase, Bengaluru 560078. Tel.: 080-26652048/26652049, Email: <a href="mailto:oio.bengaluru@cioins.co.in">oio.bengaluru@cioins.co.in</a>
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, 1st floor, Jeevan Shikha, 60-B, Hoshangabad Road, Opp. Gayatri Mandir, Bhopal – 462011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: <a href="mailto:oio.bhopal@cioins.co.in">oio.bhopal@cioins.co.in</a>
Odisha	Office of the Insurance Ombudsman, 62, Forest Park, Bhubaneswar – 750009. Tel.: 0674 - 2596461 / 2596455/2596429/2596003 Email: <a href="mailto:oio.bhubaneswar@cioins.co.in">oio.bhubaneswar@cioins.co.in</a>
Punjab, Haryana (excluding Gurugram, Faridabad, Sonapat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh.	Office of the Insurance Ombudsman, Jeevan Deep Building SCO 20-27, Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: <a href="mailto:oio.chandigarh@cioins.co.in">oio.chandigarh@cioins.co.in</a>
Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 <sup>th</sup> Floor, 453, Anna Salai, Teynampet, Chennai 600018. Tel.044–24333668/24333678. Email: <a href="mailto:oio.chennai@cioins.co.in">oio.chennai@cioins.co.in</a>
Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel: 011 - 46013992/ 23213504/23232481 Email: <a href="mailto:oio.delhi@cioins.co.in">oio.delhi@cioins.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: <a href="mailto:oio.guwahati@cioins.co.in">oio.guwahati@cioins.co.in</a>
Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A.C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: <a href="mailto:oio.hyderabad@cioins.co.in">oio.hyderabad@cioins.co.in</a>
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141-2740363 Email: <a href="mailto:oio.jaipur@cioins.co.in">oio.jaipur@cioins.co.in</a>

Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel: 0484 – 2358759 Email: <a href="mailto:oio.ernakulam@cioins.co.in">oio.ernakulam@cioins.co.in</a>
West Bengal, Sikkim, Andaman & Nicobar Islands.	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: <a href="mailto:oio.kolkata@cioins.co.in">oio.kolkata@cioins.co.in</a>
Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: <a href="mailto:oio.lucknow@cioins.co.in">oio.lucknow@cioins.co.in</a>
<u>List of wards</u> under Mumbai Metropolitan Region excluding wards in Mumbai – i.e M/E, M/W, N , S and T covered under Office of Insurance Ombudsman Thane and areas of Navi Mumbai.	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: <a href="mailto:oio.mumbai@cioins.co.in">oio.mumbai@cioins.co.in</a>
State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: <a href="mailto:oio.noida@cioins.co.in">oio.noida@cioins.co.in</a>
Bihar, Jharkhand	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:oio.patna@cioins.co.in">oio.patna@cioins.co.in</a>
State of Goa and State of Maharashtra excluding areas of Navi Mumbai, Thane district, Palghar District, Raigad district & Mumbai Metropolitan Region	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-24471175 Email: <a href="mailto:oio.pune@cioins.co.in">oio.pune@cioins.co.in</a>
Area of Navi Mumbai, Thane District, Raigad District, Palghar District and <u>wards of Mumbai</u> , M/East, M/West, N, S and T."	Office of the Insurance Ombudsman, 2nd Floor, Jeevan Chintamani Building, Vasanttrao Naik Mahamarg, Thane (West)- 400604 Tel.: 022-20812868/69 Email: <a href="mailto:oio.thane@cioins.co.in">oio.thane@cioins.co.in</a>



The details of Insurance Ombudsman are available on website: <https://www.cioins.co.in/Ombudsman>

On the website of General Insurance Council: [www.gicouncil.in](http://www.gicouncil.in) and our website [www.rahejaqbe.com](http://www.rahejaqbe.com) or from any of the Our offices.

**Annexure 1** (attached to and forming part of policy wordings)

**LIST I – ITEMS FOR WHICH COVERAGE IS NOT AVAILABLE IN THE POLICY**

Sl. No.	Item
1	BABY FOOD
2	BABY UTILITIES CHARGES
3	BEAUTY SERVICES
4	BELTS / BRACES
5	BUDS
6	COLD PACK / HOT PACK
7	CARRY BAGS
8	EMAIL / INTERNET CHARGES
9	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL)
10	LEGGINGS
11	LAUNDRY CHARGES
12	MINERAL WATER
13	SANITARY PAD
14	TELEPHONE CHARGES
15	GUEST SERVICES
16	CREPE BANDAGE
17	DIAPER OF ANY TYPE
18	EYELET COLLAR
19	SLINGS
20	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES
21	SERVICES CHARGES WHERE NURSING CHARGE ALSO CHARGED
22	TELEVISION CHARGES
23	SURCHARGES
24	ATTENDANT CHARGES
25	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE)
26	BIRTH CERTIFICATE
27	CERTIFICATE CHARGES
28	COURIER CHARGES
29	CONVEYANCE CHARGES
30	MEDICAL CERTIFICATE
31	MEDICAL RECORDS
32	PHOTOCOPIES CHARGES
33	MORTUARY CHARGES
34	WALKING AIDS CHARGES
35	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL)
36	SPACER

37	SPIROMETRE
38	NEBULIZER KIT
39	STEAM INHALER
40	ARMSLING
41	THERMOMETER
42	CERVICAL COLLAR
43	SPLINT
44	DIABETIC FOOT WEAR
45	KNEE BRACES (LONG/SHORT/HINGED)
46	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER
47	LUMBO SACRAL BELT
48	NIMBUS BED OR WATER OR AIR BED CHARGES
49	AMBULANCE COLLAR
50	AMBULANCE EQUIPMENT
51	ABDOMINAL BINDER
52	PRIVATE NURSES CHARGES – SPECIAL NURSING CHARGES
53	SUGAR FREE TABLETS
54	CREAMS POWDER LOTIONS (TOILETRIES ARE NOT PAYABLE, ONLY PRESCRIBED MEDICAL PHARMACEUTICALS PAYABLE)
55	ECG ELECTRODES
56	GLOVES
57	NEBULISATION KIT
58	ANY KIT WITH NO DETAILS MENTIONED (DELIVERYKIT, ORTHOKIT, RECOVERY KIT, ETC)
59	KIDNEY TRAY
60	MASK
61	OUNCE GLASS
62	OXYGEN MASK
63	PELVIC TRACTION BELT
64	PAN CAN
65	TROLLEY COVER
66	UROMETER, URINE JUG
67	AMBULANCE
68	VASOFIX SAFETY
<b>LIST II – ITEMS THAT ARE TO BE SUBSUMED INTO ROOM CHARGES</b>	
1	BABY CHARGES (UNLESS SPECIFIED/INDICATED)
2	HAND WASH
3	SHOE COVER
4	CAPS
5	CRADLE CHARGES
6	COMB
7	EAU0DE-COLOGNE/ROOM FRESHNERS
8	FOOT COVER
9	GOWN

10	SLIPPERS
11	TISSUE PAPER
12	TOOTH PASTE
13	TOOTH BRUSH
14	BED PAN
15	FACE MASK
16	FLEXI MASK
17	HAND HOLDER
18	SPUTUM CUP
19	DISINFECTANT LOTIONS
20	LUXURY TAX
21	HVAC
22	HOUSE KEEPING CHARGES
23	AIR CONDITIONER CHARGES
24	IM IV INJECTION CHARGES
25	CLEAN SHEET
26	BLANKET/WARMER BLANKET
27	ADMISSION KIT
28	DIABETIC CHART CHARGES
29	DOCUMENTATION CHARGES / ADMINISTRATIVE EXPENSE
30	DISCHARGE PROCEDURE CHARGES
31	DAILY CHART CHARGES
32	ENTRANCE PASS / VISITORS PASS CHARGES
33	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE
34	FILE OPENING CHARGES
35	INCIDENTAL EXPENSES / MISC. CHARGES (NOT EXPLAINED)
36	PATIENT IDENTIFICATION BAND / NAME TAG
37	PULSEOXYMETER CHARGES
<b>LIST III – ITEM THAT ARE TO BE SUBSUMED INTO PROCEDURE CHARGES</b>	
1	HAIR REMOVAL CREAM
2	DISPOSABLE RAZORS CHARGES (FOR SITE PREPARATIONS)
3	EYE PAD
4	EYE SHEILD
5	CAMERA COVER
6	DVD, CD, CHARGES
7	GAUSE SOFT
8	GAUZE
9	WARD AND THEATRE BOOKING CHARGES
10	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS
11	MICROSCOPE COVER
12	SURGICAL BLADES, HARMONICSCALPEL, SHAVER
13	SURGICAL DRILL
14	EYE KIT
15	EYE DRAPE

16	X-RAY FILM
17	BOYLES APPARATUS CHARGES

18	COTTON
19	COTTON BANDAGE
20	SURGICAL TAPE
21	APRON
22	TORNIQUET
23	ORTHOBUNDLE, GYNAEC BUNDLE

**LIST IV – ITEMS THAT ARE TO BE SUBSUMED INTO COSTS OF TREATMENT**

1	ADMISSION / REGISTRATION CHARGES
2	HOSPITALISATION FOR EVALUATION / DIAGNOSTIC PURPOSE
3	URINE CONTAINER
4	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES
5	BIPAP MACHINE
6	CPAP / CAPD EQUIPMENTS
7	INFUSION PUMP – COST
8	HYDROGEN PEROXIDE\SPIRIT\DISINFECTANTS ETC
9	NUTRITION PLANNING CHARGES – DIETICIAN CHARGES – DIET CHARGES
10	HIV KIT
11	ANTISEPTIC MOUTHWASH
12	LOZENGES
13	MOUTH PAINT
14	VACCINATION CHARGES
15	ALCOHOL T SWABES
16	SCRUB SOLUTION/STERILLIUM
17	GLUCOMETER & STRIPS
18	URINE BAG