- 19. Treatment for any condition / illness which requires hormone replacement therapy.
- 20. Artificial life maintenance for the Insured Person who has been declared brain dead or in vegetative state as demonstrated by:
  - a. Deep coma and unresponsiveness to all forms of stimulation; or
  - b. Absent pupillary light reaction; or
  - c. Absent oculo-vestibular and corneal reflexes; or
  - d. Complete apnea.

## e. General Terms and Clauses

i. Standard General Terms and Clauses (General Terms and clauses whose wordings are specified by IRDAI)

## 1. Disclosure of Information

The Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, 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)

# 2. Condition Precedent to Admission of Liability

The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy.

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

- I. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- II. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- III. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- IV. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

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

## 4. Complete Discharge

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

## 5. Multiple Policies

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

#### 6. Fraud

If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on 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
- 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 mis-statement of or suppression of material fact are within the knowledge of the insurer.

#### 7. Cancellation

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

Cancellation Period	Refund %	Refund %	Refund %
	for 1 year	for 2 years	for 3 years
	tenure	tenure	tenure
	policy	policy	policy
From 16 days to 1 month	75%	80%	80%
From 1 month to 3 months	60%	70%	75%
From 3 months to 6 months	40%	60%	70%
From 6 months to 9 months	20%	50%	60%
From 9 months to 12 months	0%	40%	55%
From 12 months to 15 months	-	30%	45%
From 15 months to 18 months	-	20%	40%
From 18 months to 21 months	-	10%	35%
From 21 months to 24 months	-	0%	25%
From 24 months to 27 months	-	-	20%
From 27 months to 30 months	-	-	10%
From 30 months to 33 months	-	-	5%
From 33 months to 36 months	-	-	0%

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.

b) The Company may cancel the Policy at any time on grounds of mis-representation, 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 mis-representation, non-disclosure of material facts or fraud.

## 8. 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 <a href="https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines\_Layout.aspx?page=PageNo3987">https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines\_Layout.aspx?page=PageNo3987</a>

## 9. 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, at least 45 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 <a href="https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines\_Layout.aspx?page=PageNo3987">https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines\_Layout.aspx?page=PageNo3987</a>

## 10. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person

- The Company shall endeavor to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
- Renewal shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years.
- iii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period.
- v. No loading shall apply on renewals based on individual claims experience.

### 11. Withdrawal of Policy

 In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy.

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.

#### 12. Moratorium Period

After completion of eight continuous years under this policy no look back would be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of 8 continuous years would be applicable from date of enhancement of sum insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract

# 13. Premium Payment in Instalments (Wherever applicable)

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in the policy Schedule/Certificate of Insurance, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the policy)

- i. Grace Period of 15 days would be given to pay the instalment premium due for the policy.
- ii. During such grace period, coverage will not be available from the due date of instalment premium till the date of receipt of premium by Company.
- iii. The insured person will get the accrued continuity benefit in respect of the "Waiting Periods", "Specific Waiting Periods" in the event of payment of premium within the stipulated grace Period.
- iv. No interest will be charged If the instalment premium is not paid on due date.
- v. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- vi. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.
- vii. The company has the right to recover and deduct all the pending instalments from the claim amount due under the policy.

# 14. 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.

## 15. Free look period

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the policy.

The insured person shall be allowed free look period of fifteen days from date of receipt of the Policy documents to review the terms and conditions of the Policy, and to return the same if not acceptable.

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

- a) 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
- b) where the risk has already commenced and the option of return of the Policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or
- c) where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period;

#### 16. Redressal of Grievances

In case of any grievance the insured person may contact the company through

Website: www.icicilombard.com

Toll Free: 1800 2666

E-Mail: customersupport@icicilombard.com

Courier: ICICI Lombard General Insurance Company Ltd.

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai- 400025

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:

Manager-Service Quality,

Corporate Manager-Service Quality,

National Manager-Operations &

finally Director-services and Business development at the following address:

ICICI Lombard General Insurance Company Limited, ICICI Lombard House,

414, Veer Savarkar Marg,

Near Siddhi Vinayak Temple,

Prabhadevi, Mumbai - 400 025.

For updated details of grievance officer, kindly refer the link

https://www.icicilombard.com/grievance-redressal

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 as per Insurance Ombudsman Rules 2017. Grievance may also be lodged at IRDAI Integrated Grievance Management System https://iams.irda.gov.in/

# 17. 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.

# ii. Specific terms and clauses (terms and other clauses other than those mentioned above under f. I. above)

#### 18. Zone based Premium

This Policy only covers medical treatment taken within India arising during the Policy Period. All payments under this Policy will only be made in Indian Rupees within India.

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian law.

For the purpose of Policy issuance, the premium will be computed basis the zone chosen by the Insured Person in the proposal form. The premium that would be applicable zone wise and the cities defined in each zone are as under:

- Zone A- NCR\*, Mumbai, Thane District,, Navi Mumbai, Gujarat, Kolkata
- Zone B- Hyderabad, Secunderabad, Chhattisgarh, Madhya Pradesh, Daman & Diu, Dadar & Nagar Haveli, Goa, Maharashtra (excluding Mumbai, Thane District, Navi Mumbai)
- Zone C- Rest of India

NCR\* includes Includes Delhi and the following districts: Faridabad, Gurgaon/Gurugram, Mewat, Rohtak, Sonipat, Panipat, Jhajjhar, Palwal, Karnal, Ghaziabad, Noida/Gautam Budh Nagar, Bulandshahr, Baghpat, Hapur, Shamli, Muzaffarnagar

Additional zone based Co-Payment would be levied on each and every claim (over and above the base co-payment opted by the Insured person) in case medically necessary treatment has been taken in a zone higher (Zone A being the highest followed by Zone B and then Zone C) than the zone for which premium has been paid on issuance of the policy. Zone

based co-payment shall not be applicable in case of medically necessary treatment taken for road traffic accidents.

The additional zone based co-payment that will be levied will be as per tables mentioned below

Additional zone based Co-Payment Grid				
Treatment taken in Zone	Zone opted at policy issuance			
	А	В	С	
А	0%	15.0%	25.0%	
В	Nil additional co-payment	0%	12.0%	
С	Nil additional co-payment	Nil additional co-payment	0%	

Please refer to the claim illustrations as detailed in g. other terms and conditions 1. Claim Administration for further understanding

## 19. Conditional Underwriting

## Risk based loading:

We may apply a risk loading on the premium payable (based on the declarations made in the proposal form and the health status of the persons proposed for insurance) at the Commencement Date or on any renewal of the Policy with Us or on the receipt of a request for enhancing the Annual Sum Insured. The maximum risk loading applicable for an individual will not exceed 100% per diagnosis/medical condition and an overall risk loading of 200% per individual.

We will send You the applicable risk loading in writing via a counter offer letter. You shall give Us Your consent and the additional premium (if any), within 15 days of the issuance of Our Counter offer letter.

If You neither accept Our letter nor revert to Us within 15 days, We will cancel Your application and refund the premium paid within the next 7 days.

## 20. 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.

#### 21. Records to be Maintained

The Insured Person shall keep an accurate record containing all relevant medical records and shall allow the Company or its representatives to inspect such records. The Proposer or Insured Person shall furnish such information as the Company may require for settlement of any claim under the Policy, within reasonable time limit and within the time limit specified in the Policy.

# 22. Notice & Communication

 Any notice, direction, instruction or any other communication related to the Policy should be made in writing.

- ii. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule.
- iii. The Company shall communicate to the Insured at the address or through any other electronic mode mentioned in the schedule.

## 23. Territorial Limit

All medical treatment for the purpose of this insurance will have to be taken in India only.

## 24. Automatic change in Coverage under the policy

The coverage for the Insured Person(s) shall automatically terminate:

## i. In the case of his/her (Insured Person) demise.

However the cover shall continue for the remaining Insured Persons till the end of Policy Period. The other insured persons may also apply to renew the policy. In case, the other insured person is minor, the policy shall be renewed only through any one of his/her natural guardian or guardian appointed by court. All relevant particulars in respect of such person (including his/her relationship with the insured person) must be submitted to the company along with the application. Provided no claim has been made, and termination takes place on account of death of the insured person, pro-rata refund of premium of the deceased insured person for the balance period of the policy will be effective.

**ii.** Upon exhaustion of sum insured and additional sum insured (if any), for the policy year. However, the policy is subject to renewal on the due date as per the applicable terms and conditions.

## 25. Territorial Jurisdiction

All disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the Policy shall be determined by the Indian court and according to Indian law.

#### 26. Arbitration

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

- and Conciliation Act 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2015 (No. 3 of 2016).
- ii. It is clearly agreed and understood that no difference or dispute shall be preferable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of the policy, iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the policy that award by such arbitrator / arbitrators of the amount of expenses shall be first obtained.

### 27. Policy alignment

Policy Alignment option will be available in cases wherein insured(s) with two separate health indemnity policies with Us, having different policy end dates but want to align the policy start dates. We can align the policies by extending the coverage of one policy till the end date of the other policy.

Such policies will be charged with premium on pro rata basis though the sum insured under the policy shall remain constant.

## 28. Endorsements (Changes in Policy)

- i. This policy constitutes the complete contract of insurance. This Policy cannot be modified by anyone (including an insurance agent or broker) except the company. Any change made by the company shall be evidenced by a written endorsement signed and stamped.
- ii. The proposer may be changed only at the time of renewal. The new proposer must be the legal heir/immediate family member. Such change would be subject to acceptance by the company and payment of premium (if any). The renewed Policy shall be treated as having been renewed without break.
- **iii.** The proposer may be changed during the Policy Period only in case of his/her demise or him/her moving out of India.
- iv. Mid-term endorsement of addition of members in the policy shall not be permitted

## 29. Change of Sum Insured

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

#### 30. Non Payables

Below are the non-payable items applicable in the policy. The list may be updated as per the direction of Authority, for updated list please visit our website: <a href="https://www.iciciclombard.com">www.iciciclombard.com</a>