

**THE ORIENTAL INSURANCE COMPANY LIMITED**

REGD. OFFICE: ORIENTAL HOUSE. P.B. NO. 7037. A-25/27 Asaf Ali Road,  
New Delhi - 110 002.

**JAN AROGYA BIMA POLICY**

1 WHEREAS THE Insured designated in the Schedule hereto has by a Proposal and declaration dated as stated in the Schedule which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to THE ORIENTAL INSURANCE COMPANY LTD. (hereinafter called the COMPANY) for the insurance hereinafter set forth in respect of person(s) named in the Schedule hereto (hereinafter called the INSURED PERSON) and has paid premium as consideration for such insurance.

NOW THIS POLICY WITNESSETH that subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise ,expressed hereon, the Company undertakes that if during the period stated in the Schedule or during the continuance of this policy by renewal any Insured person shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident require any such insured Person, upon the advice of a duly qualified Physician/Medical Specialist/Medical Practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur expenses for medical/ surgical treatment at any Nursing Home/Hospital in India as herein defined (hereinafter called HOSPITAL) as an inpatient OR on domiciliary treatment in India under Domiciliary Hospitalization Benefits as hereinafter defined, the Company will pay to the Insured Person the amount of such expenses as are reasonably and necessarily incurred in respect thereof by or on behalf of such Insured Person but not exceeding in any one period of Insurance the sum insured of Rs. 5,000/- under any or all the heads of expenses mentioned below :

- A) Room, Boarding Expenses as provided by the hospital/nursing Home
- B) Nursing Expenses.
- C) Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees.
- D) Anesthesia., Blood, Oxygen, Operation Theatre Charges, Surgical Appliances Medicines & Drugs, Diagnostic Materials and X-Ray, Dialysis, Chemotherapy, Radiotherapy ,Cost of Pacemaker, Artificial Limbs & Cost of Organs and similar expenses.

**IMPORTANT:** Company's Liability In respect of all claims admitted during the period of Insurance shall not exceed the sum Insured of Rs. 5,000/ per person mentioned in the schedule.

**2. DEFINITIONS:**

2.1 **'HOSPITAL/NURSING HOME:** A hospital/Nursing home means any institution established for in- patient care and day care treatment

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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 inpatient beds, in towns having a population of less than 10,00,000 and 15 inpatient 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.

2.1.1. The term 'Hospital/Nursing Home' shall not include an establishment which is a place of rest, a place for the aged, a place for drug addicts or place of alcoholics, a hotel or a similar place.

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

2.3 Expenses on Hospitalization for minimum period of 24 hours are admissible. However, this time limit is not applied to specific treatments i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Dental Surgery, Lithotripsy (Kidney stone removal), Tonsillectomy. DNC taken in the Hospital/ Nursing Home and the insured is discharged on the same day, the treatment will be considered to be taken under Hospitalization Benefit.

2.4 **DOMICILIARY HOSPITALISATION BENEFIT:** Domiciliary hospitalization means medical treatment for a period exceeding three days for such an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

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

Subject however that domiciliary hospitalization benefits shall not cover:

- 1) expenses incurred for pre and post hospital treatment and
- ii) expenses incurred for treatment for any of the following diseases

1. Asthma

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2. Bronchitis
3. Chronic Nephritis and Nephrotic Syndrome
4. Diarrhoea and all type of Dysenteries including Gastroenteritis
5. Diabetes Mellitus and Insipidus
6. Epilepsy
7. Hypertension
8. Influenza, Cough and Cold
9. All Psychiatric or Psychosomatic Disorders
10. Pyrexia of unknown Origin for less than 10 days
11. Tonsillitis and Upper Respiratory Tract Infection Including Laryngitis and Pharyngitis
12. Arthritis, Gout and Rheumatism

When treatment such as dialysis, Chemotherapy, Radiotherapy etc is taken in the hospital/ nursing home and the insured is discharged on the same day, the treatment will be considered to be taken under hospitalization benefit section.

**3.0 ANY ONE ILLNESS:** Any one illness means continuous Period of illness and it includes relapse within 45 days from the date of last consultation OR 105 days from the date of discharge ,whichever is earlier, from the Hospital/Nursing Home where treatment may have been taken.

**3.1 PRE-HOSPITALIZATION:** Medical Expenses incurred during the period upto 30 days prior to the date of admission, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**3.2 POST HOSPITALIZATION:** Medical Expenses incurred for a period upto 60 days from the date of discharge from the hospital, provided that:

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**3.3 MEDICAL PRACTITIONER:** A Medical practitioner is a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

**3.4 QUALIFIED NURSE:** Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

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#### **4 EXCLUSIONS:**

The company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any insured person in connection with or in respect of;

4.1 Such diseases which have been in existence at the time of proposing this insurance.

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

Complications arising from pre-existing disease will be considered part of the pre-existing condition.

4.2 Any expenses on hospitalization incurred during first 30 days from the commencement period of insurance cover. Except in case of injury arising out of accident

4.3 During the first year of the operation of insurance cover, the expenses on treatment of diseases such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy Menouragia or Fibromyoma. Hernia, Hydrocele, Congenital Internal diseases, Fistula in anus, piles, Sinusitis and related disorders are not payable.

4.4 Injury or disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Warlike operations (whether war be declared or not).

4.5 Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.

4.6 Cost of spectacles and contact lenses, hearing aids.

4.7 Dental treatment or surgery of any kind unless requiring hospitalization.

4.8 Convalescence, general debility, 'Run-down' condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-Injury and use of intoxicating drugs/ alcohol.

4.9 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus type III (HTLB-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.

4.10 Charges Incurred at hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.

4.11 Expenses on Vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician.

4.12 Injury or disease directly or indirectly caused by is or contributed to by nuclear weapons/materials.

4.13 Treatment arising from traceable to pregnancy, childbirth including cesarean section.

4.14 Naturopathy treatment

## 5. **CONDITIONS :**

5.1 Every notice or communication to be given or made under this policy shall be delivered in writing at the address as shown in the Schedule.

5.2 The premium payable under this policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the Insured person in so far as they relate to anything to be done or complied with by the Insured person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, Conditions and endorsements of this policy shall be valid, unless made in writing and signed by an authorized official of the Company.

5.3 Upon the happening of any event which may give rise to a claim under this policy notice with full particulars shall be sent to the Company within 7 days from the date of Hospitalization.

5.4 Claim must be filed within 30 days from the date of discharge from the Hospital.

NOTE: Waiver of this Condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time-limit.

5.5 The Insured Person shall obtain and furnish the Company with, all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.

5.6 Any medical practitioner authorized by the Company shall be allowed to examine the insured Person in case of any alleged injury or Disease requiring Hospitalization when and so often as the same may reasonably be required on behalf of the Company.

5.7 The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.

5.8 The policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal and the Company may at any time, cancel this Policy by sending the Insured 30 (Thirty) days notice by registered letter at the Insured's last known address and in such an event the Company shall refund to the Insured a pro-rata premium for un-expired Period of Insurance. (Such cancellation by the Company shall be only on grounds of moral hazards such as intentional misrepresentation / malicious suppression of facts intended to mislead the Company about the acceptability of the proposal, lodging a fraudulent claim and such other intentional acts of the insured / beneficiaries under the policy). The Company shall, however, remain liable for any claim which arose prior to the date of cancellation. The Insured may at any time cancel this policy and in such event the Company shall allow refund of premium at Company's short period rate only (table given here below) provided no claim has occurred during the policy period up to date of cancellation.

PERIOD ON RISK    RATE OF PREMIUM  
TO BE CHARGED

Upto one month                      1/4th of the annual rate  
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Upto three months	1/2 of the annual rate
Upto six months	3/4th of the annual rate
Exceeding six months	Full annual rate

5.9 The Company shall not ordinarily deny the renewal of this policy unless on moral hazard grounds of the insured such as intentional misrepresentation / malicious suppression of facts intended to misleading the Company about the acceptability of the proposal, lodging a fraudulent claim and such other intentional acts of the insured / beneficiaries under the policy.

5.10 If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be refunded to arbitration in accordance with the provisions of the Indian Arbitration Act 1910 as amended from time to time and for the time being in force, It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of the policy.

5.11 If the Company shall disclaim liability to the Insured for any claim hereunder and if the Insured shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

**5.12 FREE LOOK PERIOD:**

This policy shall have a free look period. The free look period shall be applicable at the inception of the policy and:

1. The insured will be allowed a period of 15 days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable
2. If 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 insurer on medical examination of the insured persons 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 policyholder, a deduction towards the proportionate risk premium for period on cover or;
  - c. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

**6. NOTICE OF CLAIM**

6.1 Preliminary notice of claim with particulars related to policy numbers, name of insured person in respect of whom claim is made, nature of illness/injury and name and

address of the attending medical practitioner/hospital or nursing home should be given to the insurance company within seven days from the date of hospitalization.

6.2 Final claim along with hospital receipted bills/cash memos, claim form and list of documents as listed in the claim form etc. should be submitted to the company within 30 days of discharge from the hospital.

NOTE: Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the company that under the circumstances in which the insured was placed, it was not possible for him or any other person to give such notice or file claim within the prescribed time format.

## 7. PAYMENT OF CLAIM

All claims under this policy shall be payable in Indian currency. All medical treatments for the purpose of this insurance will have to be taken in India only.

**8. PRODUCT WITHDRAWAL:** This product may be withdrawn in future. However, in such an event the policy holder shall be duly informed of the options available.

## 9. REASONABLE AND CUSTOMARY CHARGES :

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 .

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

**10 IRDA REGULATION NO. 5:** This policy is subject to regulation 5 of IRDA (Protection of Policy Holder interest) regulation.