

In Association with MAHINDRA FINANCE
POLICY TERMS AND CONDITIONS

For the purposes of interpretation and understanding of the product the Company has defined, herein below some of the important words used in the product and for the remaining language and the words the Company believes to mean the normal meaning of the English language as explained in the standard language dictionaries. The words and expressions defined in the Insurance Act, IRDA Act, Regulations notified by the Authority and Circulars and Guidelines issued by the Authority shall carry the meanings explained therein. The judicial pronouncements of the highest courts in India will have the effect on the definitions and the language used in this product. The terms and conditions, coverage's and exclusions, benefits, various procedures and concepts which have been built in to the product also carry the specified meaning assigned to them in the said language.

The terms defined below have the meanings ascribed to them wherever they appear in this 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 and vice versa.

1. Definitions

- 1.1. **Accidental / Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means;
- 1.2. **Act of God Perils** means and includes lightening, storm, tempest, flood, inundation, subsidence, landslide, earthquake, cyclone, tsunami, volcano and other similar calamities;
- 1.3. **Age** means the completed age of the Insured Member on his last birthday;
- 1.4. **Ambulance** means a road vehicle operated by a licensed/ authorized service provider and equipped for the transport and paramedical treatment of persons requiring medical attention;
- 1.5. **Annexure** means the document attached and marked as Annexure to this Policy;
- 1.6. **Break in Policy** occurs at the end of the existing Policy term, when the premium due date for Renewal on a given policy is not paid on or before the premium Renewal date or within 30 days thereof.
- 1.7. **Claim** means a demand made in accordance with the terms and conditions of the Policy for payment under a Benefit or Optional Extension under the Policy;
- 1.8. **Common Carrier** means any civilian land or water conveyance or Scheduled Airline in each case operated under a valid license for the transportation of passengers for hire;
- 1.9. **Condition Precedent** shall mean a policy term or condition upon which Our liability under the Policy is conditional upon.
- 1.10. **Contribution** is essentially Our right to call upon other insurers, liable to the same Insured, to share the cost of an indemnity Claim on a ratable proportion of Sum Insured.
This clause shall not apply to any benefit offered on fixed benefit basis.
- 1.11. **Cover End Date** means the date specified in Annexure A for the Insured Member on which the Insured Member's cover under the Policy expires;
- 1.12. **Cover Period** means the period commencing from the Cover Start Date and ending on the Cover End Date for each Insured Member as specified in Annexure A;
- 1.13. **Cover Start Date** means the date specified in Annexure A for the Insured Member on which the Insured Member's cover under the Policy commences;

- 1.14. **Day Care Centre** means any institution established for day care treatment of Illness and/or Injury or a medical setup within a Hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under—
- a) has qualified nursing staff under its employment;
 - b) has qualified Medical Practitioner/s in charge;
 - c) has a fully equipped operation theatre of its own where are carried out;
 - d) maintains daily records of patients and will make these accessible to Our authorized personnel
- 1.15. **Day Care Treatment** means medical treatment, and/ or surgical procedure which is:
- a) undertaken under general or local anesthesia in a Hospital/ Day Care Centre in less than 24 hours because of technological advancement, and
 - b) which would have otherwise required a Hospitalization of more than 24 hours.
- Treatment normally taken on an out-patient basis is not included in the scope of this definition.
- 1.16. **Disclosure to information norm** means the Policy shall be void and all premium paid hereon shall be forfeited to Us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 1.17. **Grace Period** means the specified period of time immediately following the premium due date during which payment can be made to renew or continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of Pre-existing Diseases. Coverage is not available for the period for which no premium is received.
- 1.18. **Hazardous Activities** mean any sport or activity, which is potentially dangerous to the Insured Member whether he is trained or not. Such sport/activity includes racing and competition or stunt activity of any kind, adventure racing, base jumping, biathlon, big game hunting, rafting of any kind, BMX stunt/ obstacle riding, bobsleighting/ using skeletons, bouldering, boxing, canyoning, caving/ pot holing, vave tubing, rock climbing/ trekking/ mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labor, marathon running, martial arts, micro – lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/ parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/ time trials, triathlon, water ski jumping, weight lifting, wrestling of any kind and activities of similar nature;
- 1.19. **Hospital** means any institution established for In-patient Care and Day Care Treatment of Illness and / or Injuries and which has been registered as a Hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under :
- (i) has qualified nursing staff under its employment round the clock;
 - (ii) has at least 10 in-patient beds in those towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - (iii) has qualified Medical Practitioner(s) in-charge round the clock;
 - (iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;

- (v) maintains daily records of patients and will make these accessible to the Our authorized personnel.
- 1.20. **Hospitalization** means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specific procedures/treatments, where such admission could be for a period of less than 24 consecutive hours;
- 1.21. **Illness** means a sickness or a disease or a pathological condition leading to the impairment of normal physiological function which manifests itself during the Cover Period and requires medical treatment.
- 1.22. **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.
- 1.23. **Inpatient Care** means treatment for which the Insured Member has to stay in a Hospital for more than 24 hours for a covered event.
- 1.24. **Insured Event** means an event that is covered under the Policy; and which is in accordance with the Policy Terms & Conditions;
- 1.25. **Insured Member (Insured)** means a person whose name specifically appears under Insured in the Policy Certificate;
- 1.26. **Intensive Care Unit (ICU)** 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.
- 1.27. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription;
- 1.28. **Medical Expenses** means those expenses that an Insured Member 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 Member had not been insured and no more than other Hospitals or doctors in the same locality would have charged for the same medical treatment.
- 1.29. **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 the scope and jurisdiction of his license;
- 1.30. **Nominee** means the person named in the Policy Certificate to receive the benefits payable under this Policy, if the Insured Member is deceased;
- 1.31. **Notification of Claim (Intimation)** is the process of notifying a Claim to Us by specifying the timelines as well as the address/telephone number to which it should be notified.
- 1.32. **Policy** means these Policy Terms & Conditions, Optional Extensions (if any), the Proposal Form / datasheet and Certificate of Insurance and annexure thereof, if any, which form part of the policy contract and shall be read together;
- 1.33. **Policyholder** means the person named in the Policy Certificate as the policyholder;
- 1.34. **Policy Certificate** means the certificate attached to and forming part of this Policy;
- 1.35. **Policy Period** means the period commencing from the Policy Period Start Date and ending at the Policy Period End Date and as specifically appearing in the Policy Certificate;
- 1.36. **Policy Period End Date** means the date on which the Policy expires, as specified in the Policy Certificate;

- 1.37. **Policy Period Start Date** means the date on which the Policy commences, as specified in the Policy Certificate;
- 1.38. **Policy Year** means a period of one year commencing on the Policy Period Start Date or any anniversary thereof;
- 1.39. **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
- 1.40. **Pre-Existing Disease** is any condition, ailment or Injury or related condition(s) for which the Insured Member had signs or symptoms, and / or were diagnosed, and / or received Medical Advice / treatment within 48 months to prior to the first policy issued by Us.
- 1.41. **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.
- 1.42. **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;
- 1.43. **Renewal** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of Grace Period for treating the renewal continuous for the purpose of all waiting periods.
- 1.44. **Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier;
- 1.45. **Subrogation** shall mean Our right to assume the rights of the Insured Member to recover expenses paid out under the Policy that may be recovered from any other source.
- 1.46. **Sum Insured** means the amount specified against a benefit or Optional Extension in the Policy Certificate for each Insured Member which represents Our maximum, total and cumulative liability for that Insured Member for any and all Claims incurred in respect of that Insured Member during the Cover Period under that Benefit or Optional Extension;
- 1.47. **We/Our/Us/ Company** means Religare Health Insurance Company Limited;
- 1.48. **You/Your** means the Policyholder.

2. Scope of Cover

2.1 If the Insured Member suffers an Injury during the Cover Period solely and directly due to an Accident that occurs during the Cover Period which results in an Insured Event within twelve calendar months from the Injury, We will pay to the Insured Member (or the Nominee or his legal heir) the amount specified against the benefits detailed below subject always to the terms and conditions of the Policy, the availability of the Sum Insured and the Capital Sum Insured.

(a) **Special Conditions applicable to Clause 2:**

- (i) Our aggregate cumulative liability under all the Benefits and Optional Extensions shall not exceed the Capital Sum Insured during the Policy Year for each Insured Member;
- (ii) Our aggregate cumulative liability under all the Benefits, namely A1, A2 and A3 shall not exceed the Capital Sum Insured during the Policy Year for each Insured Member. If We have paid a Claim under Benefit A2 or Benefit A3 and a subsequent Claim is then made under either Benefit A1 or Benefit A2 in relation to the same Injury, then Our total liability in respect of all such Claims relating to that Injury shall be limited to the highest amount payable under Benefit A1, Benefit A2 and Benefit A3, subject always to the Capital Sum Insured;
- (iii) For the purposes of this clause, "Capital Sum Insured" shall mean means the amount specified against each Insured Member in the Policy Certificate which represents the Company's maximum, total and cumulative liability for that Insured Person towards payment of any and all Claims made in respect of the Benefit and / or Optional Extension during a Policy Year.
- (iv) If a Claim arising out of the same Injury is admissible under Benefit A2 or Benefit A3, then a Claim arising out of the same Injury shall not be admitted under Optional Extension 1.
- (v) We will provide cover under the Benefits under Clause 2 to any Insured Event arising worldwide.

(b) **Benefit A1: Insured Event- Accidental Death**

If the Insured Member dies within twelve calendar months from the date of occurrence of the Injury, We will pay the Sum Insured provided that death is solely and directly due to the Injury.

3. Permanent Exclusions

3.1 Any Claim in respect of any Insured Member, arising out of or directly or indirectly due to any of the following shall not be admissible, unless expressly stated to the contrary elsewhere in the Policy:

- (a) Any Medical Expenses unless covered by way of an applicable Optional Extension;
- (b) Any illness including any pre-existing condition or its complications except where an Insured Event under Clause 2 or Optional Extension 1 results from an illness

which arises directly as a consequence of an Injury which is sustained during the Cover Period;

- (c) Any pre-existing injury or physical condition;
- (d) An Insured Member operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or Scheduled Airline or any airline personal;
- (e) An Insured Member flying in an aircraft other than as a fare paying passenger in a Scheduled Airline;
- (f) Any intentional self- inflicted Injury, suicide or attempted suicide, sexually transmitted conditions, mental or nervous disorders, insanity;
- (g) Influence of drugs, alcohol beyond the medically permissible limit or other intoxications or hallucinogens;
- (h) War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds;
- (i) Participation in actual or attempted felony, riot, civil commotion or criminal misdemeanor;
- (j) A complication of infection with Human Immune Deficiency Virus (HIV) or any variance including Acquired Immune Deficiency Syndrome (AIDS) and AIDS Related Complex (ARC) or venereal disease;
- (k) Training for or participating in professional sport of any kind;
- (l) Any act resulting in breach of law committed by Insured Member with criminal intent;
- (m) The Insured Member serving in any branch of the military, navy, air force or any branch of armed forces or any paramilitary forces;
- (n) Radioactive contamination whether arising directly or indirectly ionizing radiation, toxic, explosive or other hazardous properties of nuclear material;
- (o) Insured Member working in or with Underground mines, tunneling or explosives or involving electrical installation with high tension supply or conveyance testing or oil rigs or ship crew services or as jockeys or circus personnel or aerial photography or engaged in any Hazardous Activities as specified under Clause 1.12;
- (p) Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion:
 - (i) Nuclear attack or weapons mean the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile or fusion material emitting a level of radioactivity capable of causing incapacitating disablement or death.
 - (ii) Chemical attack or weapons mean the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death.
 - (iii) Biological attack or weapons mean the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified

organisms and chemically synthesized toxins) which are capable of causing incapacitating disablement or death.

In addition to the foregoing, any loss, claim or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, minimizing or in any way relating to the above is also excluded;

- (q) Resulting from pregnancy or childbirth;
- (r) Impairment of the Insured Member's intellectual faculties by abuse of stimulants or depressants or by the illegal use of any solid, liquid or gaseous substance;
- (s) Resulting due to any disease or infection except where such condition arises directly as a consequence of an accident during the Cover period.

4. Claims Management

Upon the occurrence of any Injury that may give rise to a Claim under this Policy, then as a Condition Precedent to Our liability under the Policy, You or the Insured Member (or the Nominee or legal heir if the Insured Member is deceased) shall undertake all of the following:

4.1 Claim Intimation

If an Injury is suffered or any other contingency occurs which has resulted or may result in a Claim under the Policy, You or the Insured Member (or Nominee or legal heir if the Insured Member is deceased) shall notify Us either at Our call centre or in writing immediately.

It is agreed and understood that the following details are to be provided to Us at the time of intimation of the Claim:

- (a) Policy Number;
- (b) Your name;
- (c) Name and unique identification number of the Insured Member in respect of whom the Claim is being made;
- (d) Nature of Injury and the Benefit and/or Optional Extension under which the Claim is being made;
- (e) Date and place of Injury or Death and/or date and place of admission to Hospital (as applicable);
- (f) Name and address of the attending Medical Practitioner and Hospital (if applicable);
- (g) Any other information, documentation or details requested by Us.

4.2 Claim Procedure

- (a) You or Insured Member (or Nominee or legal heir if the Insured Member is deceased) shall (at his expense) give the documentation specified at Clause 4.4 and any additional documentation specified in the Benefit provision and/or Optional Extension under which the Claim is being made to Us immediately and in any event within 30 days of the occurrence of the Injury.

4.3 Policyholder's, Insured Member's or Claimant's duties at the time of Claim

- (a) It is agreed and understood that as a condition precedent for a Claim to be considered under this Policy:
- (i) All reasonable steps and measures must be taken to avoid or minimize the quantum of any Claim that may be made under this Policy;
 - (ii) The Insured Member shall follow the directions, advice or guidance provided by a Medical Practitioner and We shall not be obliged to make payment that is brought about or contributed to by the Insured Member failing to follow such directions, advice or guidance;
 - (iii) Intimation of the Claim, notification of the Claim and submission or provision of all information and documentation shall be made promptly and in any event in accordance with the procedures and within the timeframes specified in Clause 4 of the Policy Terms & Conditions;
 - (iv) The Insured Member will, at Our request submit himself for a medical examination by Our nominated Medical Practitioner as often as We consider reasonable and necessary. The cost of such Medical Examination shall be borne by Us;
 - (v) Our Medical Practitioner and representatives shall be given access and co-operation to inspect the Insured Member's medical and Hospitalization records (if applicable) and to investigate the facts and examine the Insured Member;
 - (vi) We shall be provided with complete documentation and information which We have requested to establish Our liability for the Claim, its circumstances and its quantum.

4.4 Claims Document

The following information and documentation shall be submitted along with a completed and signed Claim form, in accordance with the procedures and within the timeframes specified in Clause 4 of the Policy in respect of all Claims:

Purpose of Document	Indicative List of Documents
Identity proof	Voter ID, Passport, PAN Card, Driving License, ration card, Aadhar, or any other proof accepted by the KYC norms as approved by the company and which is admissible in court of law
Address Proof	Voter ID, Passport, Driving License
Age proof	Voter ID, Passport, PAN Card, Matriculation Pass Certificate, Driving License, Birth Certificate
Accident proof	FIR, Panchnama, Final Police Report, State Electricity Board Report, Factory Inspection Report, Forensic Report, Valid Passenger Ticket or Boarding Pass of the Common Carrier or any other proof to the satisfaction of the company.
Cause of loss	Viscera Report, Post Mortem Report (if conducted), MLC report, Medical Report or Certificate
Disability	Disability Certificate from Government Medical Board, Fitness Certificate, Medical Prescription
Accidental Death	Death Certificate
Claimant identity	Succession Certificate, Identity Proof of Nominee, legal heirs or any other

proof to the satisfaction of the company for the purpose of a valid discharge.

Medical Expenses

Hospital Discharge Summary, Bills, Receipts as original, Medical Practitioner Certificate, Medical or Clinical or Pathological or Diagnostics Records

Note:

- (a) We may seek additional information or documentation depending on the cause of Claim or the Benefit /Optional Extension under which the Claim is made.
- (b) Only in the event that original bills, receipts, prescriptions, reports or other documents have already been given to any other insurance company or to a reimbursement provider the Company will accept properly verified photocopies of such documents attested by such other insurance company/reimbursement provider along with an original certificate of the extent of payment received from such insurance company/reimbursement provider. In case You/Insured Member shall require Original copies submitted to Us, we shall return the same after adjudication of the Claim.
- (c) The Company shall condone delay on merit for delayed Claims where delay is proved to be for reasons beyond the control of the Policyholder or the Insured Person.

4.5 Special Terms for Claim Assessment/ Payment

- (a) Payment of Claims will be made to the Insured Member, unless specified otherwise in the Policy Certificate. In the event of the death of the Insured Member, unless specified otherwise in the Policy Certificate, We will pay to the Nominee and in the case of no Nominee We will pay to the legal heirs or representative whose discharge shall be treated as full and final discharge of its liability under the Policy.
- (b) On payment of renewal premium, You shall give written notice to Us of any disease, physical defect or infirmity or change in occupation or profession of the Insured Member.
- (c) All Claims shall be paid in India and in Indian Rupees only.
- (d) The Company shall settle any Claim within 30 days of receipt of all the necessary documents/ information as required for settlement of such Claim and sought by the Company. The Company shall provide the Policyholder an offer of settlement of Claim and upon acceptance of such offer by the Policyholder the Company shall make payment within 7 days from the date of receipt of such acceptance. In case there is delay in the payment beyond the stipulated timelines, the Company shall pay additional amount as interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

5. General Terms and Conditions

5.1 Mid-term Addition/deletion of Insured Members

- a) Mid-term addition of the Insured Member
Any person may be added as an Insured Member during the Policy Period provided that his application for cover has been accepted by Us, additional premium, on pro rata basis in respect of such Member has been received by Us and We have issued an endorsement confirming the addition of such person as an Insured Member.
- b) Mid-term deletion of the Insured Member
Any Insured Member who is covered under the Policy may be deleted on Your request during the Policy Period. Refund of premium shall be made on pro-rata basis provided that Insured Member has not made any Claim during the Cover Period under this Policy.

5.2 Disclosure to Information Norm

If any untrue or incorrect statements are made or there has been a misrepresentation, misdescription or non-disclosure of any material particulars or any material information having been withheld in the Proposal Form or accompanying document or if a Claim is fraudulently made or any fraudulent means or devices are used by You, the Insured Member or any one acting on his / their behalf, We shall have no liability to make payment of any Claims and the premium paid shall be forfeited to Us. – Underline portion is added for clarity.

5.3 Observance of Terms and Conditions

The due observance and fulfillment of the terms and conditions of this Policy (including the realization of premium by their respective due dates and compliance with the specified procedure on all Claims) in so far as they relate to anything to be done or complied with by You or any Insured Member, shall be condition precedent to Our liability under the Policy.

5.4 Reasonable Care

The Insured Members shall take all reasonable steps to safeguard the interests against any Injury that may give rise to a Claim.

5.5 Material Change

It is a condition precedent to Our liability under the Policy that You shall immediately notify Us in writing of any material change in the risk on account of change in nature of occupation or business at his own expense. We may, at Our discretion, adjust the scope of cover and / or the premium paid or payable, accordingly.

5.6 Records to be maintained

You and the Insured Members shall keep an accurate record containing all relevant medical records and shall allow Us or Our representatives to inspect such records. You or the Insured Member shall furnish such information as We may require under this Policy at any time during the Policy Period and up to three years after the Policy Period End Date, or until final adjustment (if any) and resolution of all Claims under this Policy.

5.7 No constructive Notice

Any knowledge or information of any circumstance or condition in relation to You or the Insured Member which is in Our possession other than that information expressly disclosed in the Proposal Form or otherwise in writing to Us, shall not be held to be binding or prejudicially affect Us.

5.8 Complete Discharge

Payment made by Us to the Insured Member or the Nominee or the legal heir or representative of the Insured Member, as the case may be, under the Policy shall in all cases be complete and construed as an effectual discharge in favor of Us.

5.9 Subrogation

You and the Insured Member shall at Your/his own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us paying for a Claim under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. Neither You nor any Insured Member shall prejudice these subrogation rights in any manner and shall at Your own expense provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and Our costs and expenses of effecting a recovery, where after We shall pay any balance remaining to You. This clause shall not apply to any Benefits/ Optional Extension offered on fixed benefit basis.

5.10 Policy Disputes

Wherever there is a decision to be taken by the Insurer, which happens to be at variance with the Customers proposal, declarations and other such conduct an opportunity of natural justice shall be provided to him before a decision is taken on the merit and circumstances of the question.

Any and all disputes or differences under or in relation to validity, construction, interpretation, effect or any other matter related to this Policy shall be determined exclusively by the Indian Courts and subject to Indian law.

5.11 Renewal Notice

(a) This Policy will automatically terminate on the Policy Period End Date. All renewal applications and requisite premium shall be given to Us on or before the Policy Period End Date and in any event before the expiry of the Grace Period. The Policyholder shall give Us written notice along with the renewal application of any material changes to the risk insured under the Policy. If no such written notice is received by Us along with the renewal application, it shall be deemed that there is no material change to the risk.

b) Renewal shall be offered life-long.

c) Any Policy which is due for renewal, and where You have requested for one or more of the following alterations in the expiring Policy, may be subjected to a review by the underwriter:

(i) Increase in Sum Insured

(ii) Change in Terms & Conditions

- d) The general underwriting conditions, where the underwriters review the Proposal Form or any other parameter described above, shall prevail and need be adhered to at the renewal also.
- e) We will ordinarily not refuse to renew the Policy except on grounds of fraud, moral hazard or misrepresentation.
- f) Renewal premium is subject to change with prior approval from IRDA
- g) This product may be withdrawn by Us after due approval from the IRDA. In case this product is withdrawn by Us, this Policy can be renewed under the then prevailing Health Insurance Product or its nearest substitute approved by IRDA. We shall duly intimate You regarding withdrawal of this product and the options available to You at the time of renewal of this policy.

5.12 Cancellation / Termination

- (a) We may at any time, cancel this Policy on grounds as specified in Clause 5.2, by giving 15 days' notice in writing by Registered Post Acknowledgment Due / recorded delivery to Your last known address.
- (b) You may also give 15 days' notice in writing, to Us, for the cancellation of this Policy, in which case We shall from the date of receipt of the notice cancel the Policy and refund the premium for those Insured Members in respect of whom no Claim is made under the Policy for the unexpired Cover Period at the short period scales as mentioned herein below:
- (c) Short period Scale to be applied on annual premium rates in respect of only those Insured Members in whose relation no Claim is made under the Policy.

Policy Duration	Rate to be applied on Annual Premium
Up to 1 month	25.0%
Up to 3 months	50.0%
Up to 6 months	75.0%
Beyond 6 months	100.0%

5.13 Limitation of Liability

Any Claim under this Policy for which the notification or intimation of Claim is received 12 calendar months after the event or occurrence giving rise to the Claim shall not be admissible, unless it is proved to Our satisfaction that the delay in reporting of the Claim was for reasons beyond You or the Insured Member's control.

5.14 Communication

- (a) Any communication meant for Us must be in writing and be delivered to Our address shown in the Policy Certificate. Any communication meant for You will be sent by Us to Your last known address or the address as shown in the Policy Certificate.

- (b) All notifications and declarations for Us must be in writing and sent to the address specified in the Policy Certificate. Agents are not authorized to receive notices and declarations on Our behalf.
- (c) Notice and instructions will be deemed served 10 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

5.15 Alterations in the Policy

This 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 a written endorsement signed and stamped by Us.

5.16 Overriding effect of Policy Certificate

In case of any inconsistency in the terms and conditions in this Policy vis-a-vis the information contained in the Policy Certificate, the information contained in the Policy Certificate shall prevail.

5.17 Electronic Transactions

You and the Insured Member agree to adhere to and comply with all such terms and conditions as We may prescribe from time to time, 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 centres, 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, or Our other products and services, 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

5.18 Portability and Continuity

We will grant continuity of benefits which were available to the Insured Members under a group insurance policy with any other Indian insurance company in the immediately preceding policy period provided that:

- (a) We shall be liable to provide continuity of only those benefits which are applicable under the Policy;
- (b) The Insured Members to whom continuity benefits will be provided under this Policy were covered under that group insurance policy;
- (c) There is no break in insurance cover between the previous group insurance policy and this Policy, provided further that the application for this Policy is made within 30 days after the expiry of that group insurance policy;
- (d) The benefits which will continue to be applicable under this Policy are specified in the Policy Certificate.
- (e) Insured Members covered under this Policy shall have the right to migrate from this Policy to an Individual Personal Accident insurance policy offered by Us and

the credit for wait periods, if any would be given in the opted in an Individual Personal Accident insurance policy.

Provided that Insured Member applies for the same within 30 days from the date of resignation, retirement, termination of employment or separation due to any reason or in case this Policy is discontinued or not renewed.

5.19 **Obligation in respect to minor**

If an Insured Member is less than 18 years of age, the Primary Insured Member shall be responsible for ensuring compliance with all terms and conditions of this Policy on behalf of that Insured Member.

5.20 **Nominee**

The Insured Member can at the inception or at any time before the expiry of the Policy make the nomination for the purpose of payment of Claims.

Any change of nomination shall be communicated to us in writing and such change shall be effective only when an endorsement to the Policy is made by Us.

5.21 **Contribution**

- a) In case any Insured is covered under more than one indemnity insurance policies, with the Company or with other insurers, the Policyholder shall have the right to settle the Claim with any of the Company, provided that the Claim amount payable is up to Sum Insured of such Policy.
- b) In case the Claim amount exceeds the Sum Insured, then Policyholder shall have the right to choose the companies with whom the Claim is to be settled. In such cases, the settlement shall be done as under :
 - (i) If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would have covered but for the existence of this Policy), the same Claim (in whole or in part), then We shall not be liable to pay or contribute more than Our ratable proportion of any Claim.
- c) This clause shall not apply to Benefits or to any Optional Extension offered on a benefit basis.

5.22 **Grievances**

- (a) The Company has developed proper procedures and effective mechanism to address complaints, if any of the customers. The Company is committed to comply with the Regulations, standards which have been set forth in the Regulations, Circulars issued from time to time in this regard.
- (b) If You have a grievance that You wish Us to redress, You may contact Us with the details of Your grievance through :

Website	: www.religarehealthinsurance.com
E-mail	: customerfirst@religarehealthinsurance.com
Telephone	: 1800 200 4488
Fax	: 1800 200 6677

Post/Courier : Any of Our branch offices or Our corporate office, during normal business hours

- (c) If You are not satisfied with Our redressal of Your grievance, You may contact Our Head of Customer Service at :

The Grievance Cell,
Religare Health Insurance Company Limited
A3, A4, A5 GYS Global,
Sector -125,
Noida – 201301

- (d) If You are not satisfied with Our redressal of Your grievance through one of the above methods, You may approach the nearest Insurance Ombudsman for resolution of Your grievance.