

PART II OF SCHEDULE

1. Definitions

For the purposes of this policy, the terms specified below shall have the meaning set forth:

- (i) The term "Any One Illness" wherever appearing/specified in this policy, means a continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken. However, if the same illness recurs (whether as a relapse or not) after 45 days, it shall not qualify as "Any One Illness" as defined hereinabove.

- (ii) The term "Domiciliary Hospitalisation" wherever appearing/specified in this policy, means medical treatment for a period exceeding three days for such illness/disease /injury which in the normal course would require care and treatment at the Hospital/Nursing Home but actually taken whilst confined at home in India under any of the following circumstances namely:

- a) The condition of the patient is such that he/she cannot be removed to the Hospital/Nursing home or
b) The patient can not be removed to Hospital/ Nursing Home for lack of accommodation therein

Subject however that Domiciliary Hospitalisation benefits shall not cover:

- a) Expenses incurred for Pre and Post Hospitalisation treatment and
b) Expenses incurred for treatment for any of the following diseases:
(i) Asthma
(ii) Bronchitis
(iii) Chronic Nephritis and Chronic Nephritic Syndrome
(iv) Diarrhoea and all types of Dysenteries including Gastro-enteritis
(v) Diabetes Mellitus and Insipidus
(vi) Epilepsy
(vii) Hypertension
(viii) Influenza, Cough and Cold
(ix) All Psychiatric or Psychosomatic Disorders
(x) Pyrexia of unknown origin for less than 10 days
(xi) Tonsillitis and Upper Respiratory Tract Infection including Laryngitis and Pharyngitis
(xii) Arthritis, Gout and Rheumatism

- (iii) The term "Hospital/Nursing Home" wherever appearing/specified in this policy means any institution in India established for indoor care and treatment of sickness and injuries and which

- (a) has been registered either as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner; or

- (b) should comply with minimum criteria as under:-

- i) it should have atleast 10 inpatient beds, in those towns having a population of less than 10,00,000 and in all other places 15 inpatient beds;
ii) fully equipped operation theatre of its own, wherever surgical operations are carried out;
iii) fully qualified nursing staff under its employment round the clock; and
iv) fully qualified doctor(s) should be in-charge round the clock. or

- (c) by the nature of medical treatment is an institution which fulfils all such requirements as are necessary ordinarily or customarily for such medical treatment and shall be performed by a registered and qualified Medical Practitioner.

For the purpose of this definition, 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 any other like place.

- (iv) The term "Hospitalisation" wherever appearing/specified in this policy, means admission in a Hospital/Nursing Home upon the advice of a Medical Practitioner for a minimum period of 24 hours except in case of Specified Treatment, where the minimum period of Hospitalisation may be less than 24 hours.

For the purpose of this definition, the term "Specified Treatment" means any treatment involving Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Dental Surgery, Lithotripsy (Kidney stone removal), Tonsillectomy, D & C taken in the Hospital/Nursing Home.

- (v) The term "Medical Practitioner" wherever appearing/specified in this policy, means a person who holds a degree/diploma of a recognised institute and is registered by Medical Council of respective States of India if so required. The term Medical Practitioner would include Physician, Specialist, Anaesthetist and Surgeon.

- (vi) The term "Maternity Expenses Benefit" wherever appearing/specified in this policy, means treatment taken in Hospital/Nursing Home arising from or traceable to pregnancy, childbirth including normal caesarean section.

- (vii) The term "Post Hospitalisation" wherever appearing/specified in this policy, means relevant medical expenses incurred during period upto 60 days after the date of discharge from Hospitalisation on disease, illness, injury and accident sustained .

- (viii) The term "Pre Hospitalisation" wherever appearing/specified in this policy, means relevant medical expenses incurred during a period upto 30 days prior to Hospitalisation/Domiciliary Hospitalisation for disease, illness or injury sustained.

- (ix) The term "Qualified Nurse" wherever appearing/specified in this policy, means a person who holds a certificate of a recognised Nursing Council and who is employed on recommendations of the attending Medical Practitioner.

- (x) The term "Surgical Operation" wherever appearing/specified in this policy, means any manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

2. Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, that, if during the policy period stated in Part I of the Schedule, any Insured Person shall contract any disease or suffer from Any One Illness or sustain any bodily injury through accident, and if such disease, illness, accident or injury shall require any such Insured Person, upon the advice of a Medical Practitioner to incur Hospitalisation or Domiciliary Hospitalisation expenses, the Company will pay to the Insured Person, the amount of such expenses as are reasonably and necessarily incurred thereof, by or on behalf of such Insured Person but not exceeding the sum insured for the person as mentioned in the Part I of the Schedule hereto, to the extent and the manner hereinafter provided.

3. Exclusions

The Company shall not be liable to make any payment under this policy in connection with or in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of :

- (i) Such diseases, which were pre-existing at the time of proposing this insurance.
(ii) Any disease other than those stated in Exclusion (iii) below, contracted by the Insured Person during the first 30 days from the commencement date of the policy. This exclusion shall not however, apply if in the opinion of Panel of Medical Practitioners constituted by the company for the purpose, the Insured person could not have known of the existence of the Disease or any symptoms or complaints thereof at the time of making the proposal for insurance to the company.
(iii) The expenses on treatment of diseases, or illness such as Cataract, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Diseases, Fistula in anus, piles, Sinusitis and related disorders during the first year of operation of this policy. If these diseases, or illnesses are pre-existing at the time of proposal, they will not be covered during subsequent renewal of the policy.
(iv) Diseases, illness, accident or injuries directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operations (whether war be declared or not).
(v) Circumcision whether or not necessitated by vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery unless necessary for treatment of a disease not excluded by the terms of the policy or as may be necessitated due to treatment of an accident.
(vi) The cost of spectacles and contact lenses, hearing aids.
(vii) Dental treatment or surgery of any kind unless requiring hospitalisation.
(viii) Convalescence, general debility, run-down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self-injury (whether arising from an attempt to suicide or otherwise) and use of intoxicating drugs and/or alcohol.
(ix) All expenses arising out of any condition directly or indirectly caused to or associated with Acquired Immuno Deficiency Syndrome (AIDS) whether or not arising out of HIV, Human T-Cell Lymphotropic Virus Type III (HTLV –III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind.
(x) Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-Ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any diseases, illness or injury whether or not requiring Hospitalisation/Domiciliary Hospitalisation.
(xi) Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Medical Practitioner.
(xii) Diseases, illness, accident or injuries directly or indirectly caused by or contributed to by nuclear weapons/materials or contributed to by or arising from ionising radiation or contamination by radioactivity by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
(xiii) Treatment arising from or traceable to pregnancy, childbirth including caesarean section.
(xiv) Voluntary medical termination of pregnancy during the first 12 weeks from the date of conception.
(xv) Naturopathy treatment

4. Basis of Assessment of claims

- (i) Basis of assessment of the claim shall be as under :
- The benefit payable shall be such expenses reasonably and necessarily incurred by or on behalf of the Insured Person under the following categories but not exceeding the Sum Insured in respect of such Insured person as specified in Part I of the Schedule.
- Heads of compensation payable
- Room and Boarding Expenses as incurred at the Hospital/ Nursing Home;
 - Nursing Expenses;
 - Fee paid to Medical Practitioner, Surgeon, Anaesthetics, Consultants and Specialist
 - Anaesthesia, 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; and /or
 - Pre Hospitalisation and Post Hospitalisation expenses, wherever applicable.
- (ii) Claim documents :
- The Insured shall be required to furnish the following for or in support of a claim:
- Duly completed claim form
 - Bills, receipts and discharge certificate/card from the Hospital
 - Bills from Chemists supported by proper prescription.
 - Test reports and payment receipts.
- (iii) The procedure for lodging the claim shall be as under:
- Upon the happening of any event giving rise or likely to give rise to a claim under this policy :
- The Insured shall give immediate notice thereof in writing to the Company.
 - The Insured shall deliver to the Company, within 30 days from the date of completion of treatment, a detailed statement in writing as per the claim form together with bills, vouchers and any other material particular, relevant to the making of such claim.
 - The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

5. Limitation Period

In no case whatsoever shall the Company be liable for any claim under the Policy, if the requirement of Clause 4 (iii) (b) above are not complied with, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. Policy Related Terms and Conditions

- Claim must be filed within 30 days from the date of completion of treatment. However, the Company may at its absolute discretion consider waiver, of this Condition 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.
- 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.
- Any medical practitioner authorised by the Company shall be allowed to examine the Insured Person in case of any alleged diseases, illness, accident or injuries requiring Hospitalisation or Domiciliary Hospitalisation when and so often as the same may reasonably be required on behalf of the Company.
- If at the time when any claim arises under this policy, there is in existence any other insurance policy whether it be effected by or on behalf of any Insured Person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses.
- All medical/surgical treatment under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.
- Low Claim Ratio Discount (Bonus): Low Claim Ratio Discount at the following scale will be allowed on the total premium at renewal only depending upon the incurred claims ratio for the entire group insured under the Group Mediciam Insurance Policy for the preceding 3 completed years excluding the year immediately preceding the date

of renewal. In case the Group Mediciam Insurance Policy has not been in force for 3 completed years, such shorter period of completed years excluding the year immediately preceding the date of renewal will be taken into account.

Incurring Claims ratio under the group policy	Discount (%)
Not exceeding 60%	5
Not exceeding 50%	15
Not exceeding 40%	25
Not exceeding 30%	35
Not exceeding 25%	40

- (vii) High Claim Ratio loading (Malus): The Total Premium payable at renewal of the Group Policy will be loaded at the following scale depending upon the incurred claims ratio for the entire group insured under the Group Mediciam Insurance Policy for the preceding 3 completed years excluding the year immediately preceding the date of renewal. In case the Group Mediciam Insurance Policy has not been in force for 3 completed years, such shorter period of completed years excluding the year immediately preceding the date of renewal will be taken into account.

Incurring Claims ratio under the group policy	Loading (%)
Between 80% and 100%	25
Between 101% and 125%	55
Between 126% and 150%	90
Between 151% and 175%	120
Between 176% and 200%	150
Over 200%	Cover to be reviewed

- (viii) Extension for maternity benefit under this policy shall be opted only at the inception of this Policy, and not afterwards.

Note:

- Low Claim Ratio Discount (Bonus) or High Claim Ratio Loading (Malus) will be applicable to the Premium at renewal of the Policy depending on the incurred claims Ratio for the entire Group insured.
- Incurred claim would mean claims paid plus claims outstanding in respect of the entire group insured under the policy during the relevant period.

GROUP MEDICLAIM POLICY ENDORSEMENT

GM 1 Maternity Expenses Benefit Endorsement

In consideration of the payment of the additional premium, it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any maternity benefits as specified hereunder, for which a claim is made by the Insured and admitted by the Company.

- The Company shall reimburse to the Insured actual expenses not exceeding an amount upto Rs. 50,000/- or the sum insured as specified in Part I of the Schedule opted by the member of the group whichever is lower, provided always that;
 - These Benefits are admissible only if the expenses are incurred in Hospital/Nursing Home as in-patients in India.
 - The benefit under this policy shall be payable after a period of 9 months from the date of proposing the policy in so far as the period of 9 months applicable for payment of any claim is relating to normal delivery or caesarean section or abdominal operation for extra uterine pregnancy. However the Company may at its absolute discretion relax the above period of 9 months in case of a medical emergency or accident resulting in delivery, mis-carriage or abortion.
 - Claim in respect of delivery for only first two children and/or operations associated therewith will be considered in respect of any one Insured Person. Those Insured Persons who are already having two or more living children will not be eligible for this benefit.
 - Expenses incurred in connection with voluntary medical termination of pregnancy during the first 12 weeks from the date of conception are not covered.
 - Pre-natal and postnatal expenses are not covered unless the same required Hospitalisation.

It is hereby agreed and declared that exclusion under Clause 3 (xiii) of Part II of the Schedule is deleted.

Subject otherwise to the terms and conditions of this policy.

PART III OF THE SCHEDULE

Standard terms and conditions applicable to group benefits

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

3. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

4. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

5. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

6. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

7. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company 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 centers, teleservice 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 the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

8. Fraudulent claims

If any claim 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 or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

9. Cancellation/termination

The Company may at any time, cancel this policy, by giving 7 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this policy, in which case the Company shall cancel the policy from the date of receipt of notice and retain the premium for the period this policy has been in force at the Company's short period scales.

10. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

11. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

12. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this 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 to the dispute/difference or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of 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. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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 this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

13. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

14. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited
ICICI Towers
Bandra Kurla Complex
Mumbai 400 051

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

15. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

16. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.