



Oriental Insurance

THE ORIENTAL INSURANCE COMPANY
LIMITED

Regd. Office: Oriental House, A-25/27,
Asaf Ali Road, New Delhi-110002

CIN No.U66010DL1947GOI007158

Oriental ART & Surrogacy Policy

SALES LITERATURE

1. Who can buy this Policy?

- Any Indian National or a person of Indian Origin can buy this policy in favour of the surrogate mother or the Oocyte donor, as the case may be. The Proposer's eligibility is prescribed by The Surrogacy (Regulation) Act, 2021 / The Assisted Reproductive Technology Act (Regulation), 2021 respectively. Accordingly, the policy can be purchased by the :

i. **ART Plan or Plan A**

- **Commissioning Couple:** Wife's age should be above 21 and below 50 years. Husband should be between 21 to 55 years of age.

ii. **Surrogacy Plan or Plan B:**

- **Intending couple** should be married and between the age of 23 to 50 years in case of female (wife) and between 26 to 55 years in case of male (husband) on the day of certification;
- **Intending woman:** Intending woman means an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy.
- The intending couple should not be having any surviving child biologically or through adoption or through surrogacy earlier: However this pre-condition will not be applicable to the intending couple who have a mentally or physically challenged child or whose such child suffers from life threatening disorder or fatal illness with no permanent cure, provided certificate to this effect is obtained from appropriate authority.

- ##### iii. **Proposer has to be one of the couple** – husband or wife (in case of commissioning couple/ Intending couple) or in case of a single woman, such single woman who is the intending woman as per the relevant Act.

2. Who can be the insured under the Policy?

- The insured under the policy can only be (i) the Surrogate mother (ii) the Oocyte Donor

3. What is the eligibility criteria for the (i) Surrogate mother (ii) the Oocyte Donor

- The surrogate Mother / Oocyte Donor have to be Indian citizens.
- **ELIGIBLE SURROGATE:** Surrogate Mother has to fulfil all the criteria laid down under the SURROGACY (REGULATION) ACT, 2021, like
 - i. Surrogate mother should be in possession of an **eligibility certificate** (as per ACT) issued by the appropriate authority on fulfillment of following conditions:
 - ii. no woman, other than an ever married woman having a child of her own and between the age of 25 to 35 years on the day of implantation, shall be a surrogate mother or help in surrogacy by donating her egg or oocyte or otherwise;

- iii. a willing woman shall act as a surrogate mother and be permitted to undergo surrogacy procedures as per the provisions of the said Act;
 - iv. no woman shall act as a surrogate mother by providing her own gametes;
 - v. no woman shall act as a surrogate mother more than once in her lifetime;
 - vi. the number of attempts for surrogacy procedures on the surrogate mother can be maximum three; and
 - vii. a certificate of medical and psychological fitness for surrogacy and surrogacy procedures from a registered medical practitioner should be obtained;
- **ELIGIBLE OOCYTE DONOR:** The Oocyte donor has to fulfil all the criteria laid down under the ASSISTED REPRODUCTIVE TECHNOLOGY (REGULATION) ACT, 2021, like
 - i. The Oocyte donor should be between 23 years of age and 35 years of age
 - ii. The Oocyte donor should donate her oocytes only once in her life
4. Is there any time limitation / requirement for purchasing the policy?
 - Yes. The Proposal for insurance has to be made ATLEAST 30days before the date of oocyte retrieval in case of Plan A and ATLEAST 30days before the embryo transfer date-in case of Plan B. However, the Policy would commence only from the date of oocyte retrieval in case of Plan A AND from embryo transfer date-in case of Plan B.
 5. What are the documents required to be submitted for obtaining the policy?
 - **Following Documents are compulsorily required to be submitted** along with the Proposal Form:
 - a. **Intending Couple / Woman proposing for policy in respect of Surrogate Mother:** (i) **Certificate of recommendation** from the National Assisted Reproductive Technology and Surrogacy Board and (ii) **Eligibility certificate** issued by the appropriate Authority as per The Surrogacy (Regulation) Act, 2021.
 - b. **Surrogate Mother:** (i) **Eligibility certificate** issued in favour of the Surrogate Mother by the appropriate authority, constituted as per section 35 of The Surrogacy (Regulation) Act, 2021 (ii) **Certificate of medical and psychological fitness of the Surrogate Mother** for surrogacy and surrogacy procedures from a registered medical practitioner.
 6. What is the term of the policy?
 - Policy period is Twelve months in case of Plan A i.e when the policy in favour of Oocyte Donor.
 - Policy period is Thirty Six months in case of Plan B i.e when the policy in favour of the Surrogate Mother.
 7. What are the various Plans and Sum Insured options available?
 - There are Two Plans under the policy, these are:

	Policy Period (in Months)	Insured	Sum Insured options (Rupees)
Plan A	Twelve (12)	Oocyte Donor	1, 2 & 3 lakhs
Plan B	Thirty Six (36)	Surrogate Mother	3,5,7 & 10 lakhs
 8. How is this Policy different from other Hospitalisation type Health Insurance policies?
 - This policy is not for the proposer. The proposer would purchase the insurance policy as required by the Surrogacy (Regulation) Act 2021 and/or Assisted Reproductive Technology (Regulation) Act 2021, in favour of the surrogate mother / oocyte donor, as the case may be.
 - This is a policy that covers only the specific health risk, as below:
 - i. Plan A covers reasonable and customary charges in respect of hospitalisation for medically necessary treatment for all complications solely & directly arising due to oocyte retrieval.

- ii. Plan B covers reasonable and customary charges in respect of hospitalisation for medically necessary treatment for all post-partum delivery complications.

9. What is the coverage provided under the Policy?

- Coverage details are as below:

COVERGAE LIMITs		
Expenses covered	Limits	
a.	Room, Boarding and Nursing Expenses as provided by the Hospital /Nursing Home.	Not exceeding 2% of the Sum Insured per day.
b.	Intensive Care Unit (ICU) expenses as provided by the Hospital/Nursing Home	Not exceeding 5% of the Sum Insured per day.
Number of days of stay under 'a' and 'b' above should not exceed total number of days of admission in the hospital.		
c.	Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees	As per the limits of the sum insured.
d.	Anesthesia, Blood, Oxygen, Operation Theatre Charges, Surgical Appliances, Medicines & Drugs, relevant laboratory / diagnostic tests, X-ray, and similar expenses.	As per the limits of the sum insured.
e.	Ambulance under service charges as defined 2.2	Rs.2,000 OR 1% of the sum insured whichever is less per hospitalization subject to aggregate expenses not exceeding Rs. 4,000under the policy Period.
g.	Pre and Post hospitalization expenses	Medical expenses incurred upto 30 Days to hospitalization and upto 60 prior post hospitalization.
h.	Robotic surgeries	Per Policy period 10% of SI, subject to maximum INR 1,00,000.
<p>NOTE: Maximum liability of the Company under the policy is the Sum Insured as stated in the schedule. Relaxation to 24 hours minimum duration for hospitalization as defined, is allowed in Day care procedures / surgeries (Appendix I of the Policy) where such treatment is taken by an insured person in ahospital / day care centre (but not the outpatient department of a hospital). Appendix I gives a comprehensive list of Day Care procedures, however, coverage is subject to Clause 2 of the Policy.</p>		

10. Is this policy on named basis?

- Policy (Plan A) in favour of "Oocyte donor" is on unnamed basis. However, policy in favour of the surrogate mother is on named basis, details of which are to be provided as required by the Proposal Form.

11. How can I make a claim under the Policy?

- All claims will be processed and settled through the specified Third Party Administrator (TPA) /Company and shall be subject to the terms & conditions of this policy.

- Duly filled in Claim Form along with all the relevant documents need to be submitted as per the Policy condition. In case of Plan A, “Identity Certificate” duly attested by the concerned ART clinic is also required to be submitted along with the Claim Form.
12. Does this policy pay for expenses in respect of treatments taken outside India?
- The policy pays only if the treatments and hospitalisation is within India.
13. Does this policy cover non-Allopathic treatment?
- No. Only Allopathic treatment is covered under the policy.
14. Can I return the policy if on receiving the documents I find the terms & conditions unsatisfactory?
- Yes. The policy provides for a ‘Free look period’ of 15 days from the date you receive the policy document.
 - a. If the Insured has not made any claim during the free look period, and exercises this option, the Insured shall be entitled to,
 - A refund of the premium paid less any expenses incurred by the Company on medical examination of the Insured Persons and the stamp duty charges or
 - where the risk has already commenced and the option of return of the Policy is exercised by the Insured, a deduction towards the proportionate risk premium for period on cover or
 - where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.
15. Can this policy be cancelled mid-term? What about refund in such a case?
- The Insured can cancel this Policy only on production of the proof that there exists a similar policy covering the same insured person for the same policy period.

However, the insured is allowed to cancel this policy under the following circumstances:

- i. Plan A- Submission of a copy of Form 18–Consent Form for withdrawal, as prescribed under ART Act, 2021; duly endorsed by the ART Clinic.
- ii. Plan B- (i) Submission of proof that the surrogate mother has withdrawn her consent for surrogacy before the implantation of embryo in her womb (ii) or any other suitable proof duly endorsed by the Surrogacy Clinic.

Company shall charge premium at Company’s short period rates as per the table below and make refund, provided no claim has been reported during the policy period up to date of cancellation.

PLAN A

Period on Risk	Premium Refund
Upto 1 month	$\frac{3}{4}$ of Annual Premium
Upto 3 months	$\frac{1}{2}$ of Annual Premium
Upto 6 months	$\frac{1}{4}$ of Annual Premium
Exceeding 6 months	NIL

PLAN B

Period on Risk	Premium Refund
Upto 3 months	$\frac{5}{6}$ of total premium 3 years premium
> 3 months upto 6 months	$\frac{3}{4}$ of total premium 3 years premium

> 6 months upto 9 months	7/10 of total premium 3 year premium
> 9 months upto 12 months	2/3 of total premium 3 years premium
> 12 months upto 15months	1/2 of total premium 3 years premium
> 15 months upto 18 months	1/3 of total premium 3 years premium
> 18 months upto 24 months	2/9 of total premium 3 years premium
> 24 months upto 30 months	1/9 of total premium 3 years premium
> 30 months	Nil

Notwithstanding anything contained herein or otherwise, no refund 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.

- The Company may cancel the Policy at any time on grounds of misrepresentation, non-disclosure of material facts fraud by the insured Person, by giving 30(thirty) days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation non- disclosure of material facts or fraud.

16. Is the Policy renewable?

- No. This policy covers a specific risk only and hence is not renewable.

17. Is Portability allowed in this policy?

- This policy is a one-time policy, covering a specific health risk, hence portability is not allowed.

18. IMPORTANT DEFINITIONS:

- i. **Assisted Reproductive Technology:** with its grammatical variations and cognate expressions, means all techniques that attempt to obtain a pregnancy by handling the sperm or the oocyte outside the human body and transferring the gamete or the embryo into the reproductive system of a woman;
- ii. **Commissioning Couple:** means an infertile married couple who approach an assisted reproductive technology clinic or assisted reproductive technology bank for obtaining the services authorized of the said clinic or bank;
- iii. **Gamete Donor:** means a person who provides sperm or oocyte with the objective of enabling an infertile couple or woman to have a child;
- iv. **Altruistic Surrogacy:** means the surrogacy in which no charges, expenses, fees, remuneration or monetary incentive of whatever nature, except the medical expenses and such other prescribed expenses incurred on surrogate mother and the insurance coverage for the surrogate mother, are given to the surrogate mother or her dependents or her representative;
- v. **Couple:** means the legally married Indian man and woman above the age of 21 years and 18 years respectively;
- vi. **Intending Couple:** means a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents. Intending couple are married and between the age of 23 to 50 years in case of female and between 26 to 55 years in case of male on the day of certification;
- vii. **Intending Woman:** means an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy;
- viii. **Surrogacy:** means a practice whereby one woman bears and gives birth to a child for an intending couple with the intention of handing over such child to the intending couple after the birth;
- ix. **Surrogacy Procedures:** means all gynecological, obstetrical or medical procedures, techniques, tests, practices or services involving handling of human gametes and human embryo in surrogacy;

- x. Surrogate Mother: means a woman who agrees to bear a child (who is genetically related to the intending couple or intending woman) through surrogacy from the implantation of embryo in her womb. As per Surrogacy Act, 2021 (Age between 25 to 35 years on the day of implantation)
- xi. Policy Period: means the period of coverage as mentioned in the schedule

19. **STANDARD EXCLUSIONS:** The Company shall not be liable to make any payment under this Policy in respect of any expense whatsoever incurred by any Insured Person in connection with or in respect of:

i. Pre-existing Diseases - code –ExcI 01

- a) Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with the insurer or its reinstatement.
- b) In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
- c) If the Insured person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of the prior coverage.
- d) Coverage under the policy after the expiry of 36 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by insurer or its reinstatement.

ii. Investigation & Evaluation – Code – ExcI 04

- a). Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
- b). Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

iii. Rest Cure, rehabilitation and respite care – Code –ExcI05

Expenses related to any admission primarily for enforced bed rest and not for receiving treatment. This also includes:

- a. Custodial care either at home or in a nursing facility for personal care such as help with activities of daily living such as bathing, dressing, moving around either by skilled nurses or assistant or non-skilled persons.
- b. Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

iv. Obesity Weight Control Code – ExcI 06

Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions: Surgery to be conducted is upon the advice of the Doctor.

The Surgery / Procedure conducted should be supported by clinical protocols

The member has to be 18 years of age or older and

Body Mass Index (BMI)

greater than or equal to 40

greater than or equal to 35 in conjunction with any of the following severe co-morbidities following failure of less invasive methods of weight loss:

obesity-related cardiomyopathy

Coronary heart disease

Severe sleep apnea

Uncontrolled Type 2 Diabetes

v. Change of Gender Treatments: Code – ExcI 07

Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite.

vi. Cosmetic or Plastic Surgery- Code- ExcI 08

Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an accident, burns(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical practitioner.

vii. Hazardous or Adventure sports- Code- Excl 09

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

viii. Breach of law – Code –Excl 10

Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

ix. Excluded Providers- Code – Excl 11

Expenses incurred towards treatment in any hospital or by any Medical Practitioner or any other provider specifically excluded by the Insurer and disclosed in its website /notified to the policy holders are not admissible. However, in case of life threatening situations or following an accident, expenses upto the stage of stabilization are payable but not complete claim.

x. Treatment for, Alcoholic drug or substance abuse or any addictive condition and consequences thereof. – Code Excl 12

xi. Treatments received in health hydros, nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons.- Code- Excl 13

xii. Dietary supplements and substances that can be purchased without prescription, including but not limited to vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure.- Code- Excl 14

xiii. Refractive Error- Code- Excl 15

Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptries.

xiv. Unproven Treatments- Code – excl 16

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

xv. Sterility and Infertility- Code- Excl 17 (except to the extent covered under the Policy)

Expenses related to sterility and infertility. This includes:

- i). Any type of contraception, sterilization.
- ii) Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
- iii. Reversal of sterilization .

xvi. Maternity- Code Excl 18

- i) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy
- ii) Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

xvii. If the proposer is suffering or has suffered from any of the following diseases, as per serial no 1-16 listed in the below table at the time of taking the policy, the specific ICD codes

mentioned therein will be permanently excluded from the policy coverage:

Sr. No.	Disease	ICD Code
1	Sarcoidosis	D86.0-D86.9
2	Malignant Neoplasms	C00-C14 Malignant neoplasms of lip, oral cavity and pharynx, • C15-C26 Malignant neoplasms of digestive organs, • C30-C39 Malignant neoplasms of respiratory and intrathoracic organs• C40-C41 Malignant neoplasms of bone and articular cartilage• C43-C44 Melanoma and other malignant neoplasms of skin • C45-C49 Malignant neoplasms of mesothelial and soft tissue • C50-C50 Malignant neoplasms of breast • C51-C58 Malignant neoplasms of female genital organs • C60-C63 Malignant neoplasms of male genital organs • C64-C68 Malignant neoplasms of urinary tract • C69-C72 Malignant neoplasms of eye, brain and other parts of central nervous system • C73-C75 Malignant neoplasms of thyroid and other endocrine glands • C76-C80 Malignant neoplasms of ill-defined, other secondary and unspecified sites • C7A-C7A Malignant neuroendocrine tumours • C7B-C7B Secondary neuroendocrine tumours • C81-C96 Malignant neoplasms of lymphoid, hematopoietic and related tissue• D00-D09 In situ neoplasms • D10-D36 Benign neoplasms, except benign neuroendocrine tumours • D37-D48 Neoplasms of uncertain behaviour, polycythaemia vera and myelodysplastic syndromes • D3A-D3A Benign neuroendocrine tumours • D49-D49 Neoplasms of unspecified behavior
3	Epilepsy	G40 Epilepsy
4	Heart Ailment Congenital heart disease and valvular heart disease	I49 Other cardiac arrhythmias, (I20-I25)Ischemic heart diseases, I50 Heart failure, I42Cardiomyopathy; I05-I09 - Chronic rheumaticheart diseases. • Q20 Congenital malformations of cardiac chambers and connections • Q21 Congenital malformations of cardiac septa • Q22 Congenital malformations of pulmonary and tricuspid valves • Q23 Congenital malformations of aortic and mitral valves • Q24 Other congenital malformations of heart • Q25 Congenital malformations of great arteries • Q26 Congenital malformations of great veins • Q27 Other congenital malformations of peripheral vascular system• Q28 Other congenital malformations of circulatory system • I00-I02
		Acute rheumatic fever • I05-I09 • Chronic rheumatic heart diseases Nonrheumatic mitral valve disorders mitral (valve): • disease (I05.9) • failure (I05.8) • stenosis (I05.0). When of unspecified cause but with mention of: • diseases of aortic valve (I08.0), • mitral stenosis or obstruction (I05.0) when specified as congenital (Q23.2, Q23.3) when specified as rheumatic (I05), I34.0Mitral (valve) insufficiency • Mitral (valve): incompetence / regurgitation - • NOS or of specified cause, except rheumatic, I 34.1to I34.9 - Valvular heart disease.
5	Cerebrovascular disease (Stroke)	I67 Other cerebrovascular diseases, (I60-I69) Cerebrovascular diseases

6	Inflammatory Bowel Diseases	K 50.0 to K 50.9 (including Crohn's and Ulcerative colitis) K50.0 - Crohn's disease of small intestine; K50.1 - Crohn's disease of large intestine; K50.8 - Other Crohn's disease; K50.9 - Crohn's disease, unspecified. K51.0 - Ulcerative (chronic) enterocolitis; K51.8 - Other ulcerative colitis; K51.9 - Ulcerative colitis,unspecified.
7	Chronic Liver diseases	K70.0 To K74.6 Fibrosis and cirrhosis of liver; K71.7 - Toxic liver disease with fibrosis and cirrhosis of liver; K70.3 - Alcoholic cirrhosis of liver; I98.2 - K70.- Alcoholic liver disease; Oesophageal varices in diseases classifiedelsewhere. K 70 to K 74.6 (Fibrosis, cirrhosis, alcoholic liver disease, CLD)
8	Pancreatic diseases	K85-Acute pancreatitis; (Q 45.0 to Q 45.1) Congenital conditions of pancreas, K 86.1 to K 86.8 - Chronic pancreatitis
9	Chronic Kidney disease	N17-N19) Renal failure; I12.0 - Hypertensive renal disease with renal failure; I12.9 Hypertensive renal disease without renal failure; I13.1 - Hypertensive heart and renal disease with renal failure; I13.2 - Hypertensive heart and renal disease with both (congestive) heart failure and renal failure; N99.0 - Post procedural renal failure; O08.4 - Renal failure following abortion and ectopic and molar pregnancy; O90.4 - Postpartum acute renal failure; P96.0 - Congenital renal failure. Congenital malformations of the urinary system (Q 60 to Q64), diabetic nephropathy E14.2, N.083
10	Hepatitis B	B16.0 - Acute hepatitis B with delta-agent (coinfection) with hepatic coma; B16.1 – Acute hepatitis B with delta-agent (coinfection) without hepatic coma; B16.2 - Acute hepatitis B without delta-agent with hepatic coma; B16.9 –Acute hepatitis B without delta-agent and without hepatic coma; B17.0 – Acute delta- (super)infection of hepatitis B carrier; B18.0 -Chronic viral hepatitis B with delta-agent; B18.1 -Chronic viral hepatitis B without delta- agent;
11	Alzheimer's Disease, Parkinson's Disease -	G30.9 - Alzheimer's disease, unspecified; F00.9 - G30.9Dementia in Alzheimer's disease, unspecified, G20 - Parkinson's disease.
12	Demyelinating disease	G.35 to G 37
13	HIV & AIDS	B20.0 - HIV disease resulting in mycobacterial infection; B20.1 - HIV disease resulting in other bacterial infections; B20.2 - HIV disease resulting in cytomegaloviral disease; B20.3 - HIV disease resulting in other viral infections; B20.4 - HIV disease resulting in candidiasis; B20.5 - HIV disease resulting in other mycoses; B20.6 - HIV disease resulting in Pneumocystis carinii pneumonia; B20.7 - HIV disease resulting in multiple infections; B20.8 - HIV disease resulting in other infectious and parasitic diseases; B20.9 - HIV disease resulting in unspecified infectious or parasitic disease; B23.0 -
		Acute HIV infection syndrome; B24 - Unspecified human immunodeficiency virus [HIV] disease

14	Loss of Hearing	H90.0 - Conductive hearing loss, bilateral; H90.1 - Conductive hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.2 - Conductive hearing loss, unspecified; H90.3 - Sensorineural hearing loss, bilateral; H90.4 - Sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.6 - Mixed conductive and sensorineural hearing loss, bilateral; H90.7 - Mixed conductive and sensorineural hearing loss, unilateral with unrestricted hearing on the contralateral side; H90.8 - Mixed conductive and sensorineural hearing loss, unspecified; H91.0 - Ototoxic hearing loss; H91.9 - Hearing loss, unspecified
15.	Papulosquamous disorder of the skin	L40 - L45 Papulosquamous disorder of the skin including psoriasis lichen planus
16.	Avascular necrosis (osteonecrosis)	M 87 to M 87.9

20. SPECIFIC EXCLUSIONS:

- i. The Company shall not be liable to make any payments under this policy in respect of
- ii. Any illness, sickness or disease other than complications arising out of pregnancy and post-partum delivery for the surrogate mother or complications arising out of oocyte retrieval for the oocyte donor.
- iii. New Born Baby born through Surrogacy to the Surrogate Mother.
- iv. Where the Surrogacy procedure was conducted in a Clinic/centres which is not registered as per the provisions of The Surrogacy (Regulation) Act, 2021
- v. Sub-fertility services that are deemed to be unproven, experimental or investigational
- vi. Services not in accordance with standards of good medical practice and not uniformly recognized /and professionally endorsed by the general medical community at the time it is to be provided.
- vii. Reversal of voluntary sterilization
- viii. Treatment undergone for second or subsequent pregnancies except as allowed by the Surrogacy Act 2021.
- ix. Costs associated with crypto preservation and storage of sperm, eggs and embryos
- x. Selective termination of an embryo
- xi. Payment for services rendered to a surrogate
- xii. Surgery / procedures that enhances fertility like Tubal Occlusion, Bariatric surgery, diagnostic Laparoscopy with Ovarian Drilling and such other similar surgery / procedures
- xiii. Ante Natal and Post Natal Care
- xiv. Delivery Expenses (including Ante Natal and Post Natal expenses)
- xv. Any claim arising due to non-compliance of the provisions stated in the respective Surrogacy law, The Surrogacy (Regulation) Act, 2021, The Surrogacy (Regulation) Rules, 2022, the Assisted Reproductive Technology Law, The Assisted Reproductive Technology (Regulation) Act, 2021, The Assisted Reproductive Technology (Regulation) Rules, 2022 and any subsequent additions / modifications to the Law / Act / Rules.
- xvi. Intentional self-injury or attempted suicide whether sane or insane.
- xvii. Any travel or transportation costs or expenses excluding ambulance charges.
- xviii. 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.

- xix. 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: Nuclear attack or weapons means 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/ fusion material emitting a level of radioactivity capable of causing any Illness, incapacitating disablement or death.
- xx. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death.
- xxi. Biological attack or weapons means 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 any Illness, incapacitating disablement or death.
- xxii. Any expenses incurred on OPD treatment.
- xxiii. Treatment taken outside the geographical limits of India.
- xxiv. Pre and post hospitalization expenses unrelated with disease / injury for which hospitalization claim has been admitted under the policy.
- xxv. Vaccination or inoculation of any kind
- xxvi. Durable medical equipment (including but not limited to wheelchairs, crutches, artificial limbs and the like), (namely that equipment used externally from the human body which can withstand repeated use; is not designed to be disposable; is used to serve a medical purpose; is generally not useful in the absence of an **Illness** or Injury and is usable outside of a Hospital) unless required for the treatment of **Illness** or Accidental Bodily Injury.
- xxvii. Any External **Congenital Anomaly**, diseases or defects.
- xxviii. Independent personal comfort and convenience items or services which are non-medical in nature and are charged separately unless they form part of the room rent.
- xxix. Treatment rendered by a Registered Medical Practitioner which is outside his discipline or the discipline for which he is licensed;
- xxx. Treatments rendered by a Medical Practitioner who shares the same residence as an Insured Person or who is a member of the Insured Person's family like spouse, children (including adopted and step children), Parents, brother, sister, father in law, mother in law, sister in law, brother in law, son in law, daughter in law, uncle, aunt, grandfather, grandmother, grandson, granddaughter, nephew, and niece.
- xxxi. Treatment other than Allopathy.
- xxxii. Voluntary Termination of Pregnancy
- xxxiii. Non-medical Expenses incurred during Hospitalisation. The list of such Non-medical Expenses is placed at Annexure 1– List 1 – Items for which coverage is not available in the policy'.

21. IMPORTANT CONDITIONS

- i. **Entire Contract:** This policy /prospectus/ proposal form and declaration given by the insured constitute the complete contract. Insurer may alter the terms and conditions of this policy/contract. Any alteration that may be made by the insurer shall only be evidenced by a duly signed and sealed endorsement on the policy.
- ii. **Payment of Premium:** The premium under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorized official 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.

- iii. **Nomination:** The proposed Insured 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 insured. 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. For Claim settlement under reimbursement, the Company will pay the insured. In the event of death of the insured, 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 insured whose discharge shall be treated as full and final discharge of its liability under the Policy. In case the policy is in favour of Oocyte donor, nomination will have to be given at the time of claim in the "Identification Certificate", which is required to be submitted along with the Proposal Form.
- iv. **Portability:** This policy covers a specific risk and is non-renewable, hence Portability is not allowed under the Policy.
- v. **Renewal of Policy:** The policy is non-renewable.
- vi. **Surrogacy Regulation & ART Act:** This policy is subject to Term and conditions as per Surrogacy (Regulation) Act, 2021 and Assisted Reproductive Technology (Regulation) Act 2021, Assisted Reproductive Technology (Regulation) Rules, 2022 and Surrogacy Rules, 2022 as amended from time to time.
- vii. **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.
- viii. **(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)**

22. Premium Table:

PLAN A

Sum Insured	Premium (in Rupees)
100000	3457
200000	5178
300000	6468

PLAN B

Sum Insured	Premium (in Rupees)
300000	12728
500000	18011
700000	23054
1000000	30018

This is one time Premium.

GST as Applicable shall be extra.

23. INSURANCE ACT 1938 SECTION 41 - PROHIBITION OF REBATE

Section 41 of the Insurance Act 1938 provides as follows:

No person shall allow, or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy nor shall any person taking out or renewing or continuing a policy accept any rebate except such rebate as may be allowed in accordance with the published prospectus or tables of the Insurer. Any person making default in complying with the provisions of this section shall be liable for a penalty which may extend to Ten Lakh Rupees.