THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office: Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002
CIN No.U66010DL1947GOI007158

Oriental Super Health Top-Up!
SALES LITERATURE

1. **Who can buy this Policy?**
   - Any person between the ages of 18 to 65 years (both ends inclusive) may buy the policy in respect of self and / or eligible family members.
   - Maximum entry age under the policy is 65years for all members. However, persons above the age of 65 years and upto the age of 70 years can also take this policy. However, in all such cases, a 10% loading will be charged on premium applicable to the age of such proposed insured person. This 10% loading will also apply on each subsequent renewal thereof. No such loadings shall, however, apply in respect of insured persons who had entered the policy at the age of 65 years or earlier.

2. **What is the term of the policy?**
   - Policy period is one year and is thereafter renewable lifelong.

3. **Is it necessary to have a Health insurance policy covering hospitalization expenses, to be eligible for this cover?**
   - Not at all! You can avail this policy even if you do not have any health insurance policy.

4. **How is this Policy different from other Hospitalization type Health Insurance policies?**
   - This works like a Topping! which means it works best when you either have a Base Health insurance policy or when you have other means to finance your Health care needs (like your Company is paying for you, or you are willing to meet some amount of expenses out of your own pocket). So, this policy addresses the gap between what you can pay and the actual amount incurred, in an unfortunate event of an unexpected, expensive hospitalization.

5. **Why do I require a Super Top-Up policy?**
   - Your base Health insurance policy (in case you have one) will pay only up to a certain amount as per the Sum Insured (SI) chosen by you. If the hospitalization expenses exceed the SI under the Base policy, a Super Top-Up policy can come to your rescue.
   - Even if you do not have a Base policy, this Super Top-up policy will come to your rescue if the hospitalization expenses exceed what you can comfortably bear from other sources. .Premium for a Super Top Up policy is much lower than that of a base policy for an equal amount of Sum Insured.
   - You can take this policy either just for yourself or also for your whole family.

6. **Why should I take Oriental Super Heath Top-Up !?**
    - Because this is a customer friendly policy with low premiums, is simple to understand, has no hidden charges/conditions.
    - This Policy offers various options to choose from, as per your requirement.
    - This policy gives you the option to remove Room rent cappings, albeit with an additional premium!

7. **What are the benefits offered by Oriental Super Heath Top-Up!?**
    - In patient hospitalization expenses.
    - AYUSH treatments without any sub limits.
    - Day Care treatments.
    - Pre & post hospitalization expenses for 30days and 60days respectively.
    - This policy triggers when the aggregate of all admissible expenses incurred in respect of any one or more claims (either for an Individual in case of Individual Plan, or for one or more than one insured member, in case of a Family Floater Plan) in a policy period, exceed the Deductible chosen.
    - **Insured as Donor**: This policy pays a lump sum amount of 10% of Sum Insured when the Insured person is an Organ Donor, donation being carried out as per the applicable extant laws, subject to waiting period of 24months. This lump sum payment will be made even if the Deductible has not been exceeded, and will be in addition to any amount payable under this head in any other Policy (like our Happy Family Floater Policy-2015). However, this payment will be within the Sum Insured limit of the Policy.
    - **Insured as Recipient**: The policy covers in-patient hospitalization expenses in respect of the person donating an organ to the insured person, donation being carried out as per the applicable extant laws, in respect of transplantation of human organs.
    - This Policy provides coverage in respect of (i) **maternity expenses** (waiting period of 12months apply, also covers pre natal and post natal expenses if there is hospitalization. Cover under this section is not available to those insured who already have two or more living children) and (ii) **new born baby cover** from day one.
      Sub-limits of 10% & 5% of Sum Insured respectively apply for the two covers**.**
    - **Treatment in SAARC countries viz:** Afghanistan, Bangladesh, Bhutan, Maldives, Nepal, Pakistan, Sri Lanka, considered only on re-imbursement basis.
    - Modern treatments and advanced surgeries.
    - Telemedicine: Maximum Rs. 2,000/- per insured &/or per family, for a policy period for sum insured up to Rs. 20.0 lakhs and ii). Maximum Rs. 5,000/- per insured &/or per family, for a policy period for sum insured up to Rs. 30.0 lakhs.

8. **What is the significance of Deductible under the Policy?**
    - The policy would trigger only after the deductible, as opted by the Insured, has been exceeded.
    - Deductible decides the Room rent limit under the Policy. Daily Room rent limit under the policy is 1% of the Deductible Amount as opted at the time of taking the Policy. Also, all related hospitalization expenses are worked out based on the Daily Room rent limit. However, you can get the capping on room rent removed by paying additional premium.

- Claim admissibility will be decided based on the terms and conditions of this Policy. Admissibility of claim would be worked out only if the insured expenses, in aggregate, have exceeded or are likely to exceed the Deductible. If the claim is admissible as per the policy terms and conditions, the maximum amount payable (admissible claim amount) under the policy would be that amount which is in excess of the Deductible, subject to Company's liability not exceeding the Sum Insured. Eg:

❖ Deductible chosen – Rs.3lakhs
❖ Sum Insured chosen – Rs.5lakhs

		How the Claim payment will be considered
Case 1:	There is one single hospitalization in the policy period. Hospitalization expenses incurred is Rs.3lakhs Pre & post hospitalization expenses incurred is Rs.1lakh. Total incurred expenses – Rs.4lakhs	Scenario 1: Admissible expenses is Rs.2.50lakhs, which is within the Deductible so nothing is payable under the policy. Scenario 2: Admissible expenses is Rs.3.50lakhs, which has exceeded the Deductible by Rs.50,000, so the amount payable under the policy is Rs.50,000.
Case 2:	There are multiple claims under the policy. Claim no.1: Hospitalization expenses incurred is Rs.2lakhs Pre & post hospitalization expenses incurred is Rs.1lakh. Total incurred expenses – Rs.3lakhs Claim no.2: Hospitalization expenses incurred is Rs.1.75lakhs	Scenario 1: There are two claims under the policy, Claim Nos.1&2: Admissible expenses under Claim no.1 is Rs.2.lakhs and under Claim no.2, it is Rs.1.40lakhs. So the total admissible expenses under the policy considering both the claims is 3.40lakhs, which has exceeded the Deductible by Rs.40,000, so the amount payable under the policy is Rs.40,000 in respect of Claim no.2. Scenario 2: The above is an example where Room rent is 1% of the Deductible. Now suppose, the insured's policy does not have room rent capping, then Admissible expenses under Claim no.1 is Rs.2.75lakhs and under Claim no.2 it is Rs.2lakhs. Thus the total admissible expenses under the policy considering both

	Pre & post hospitalization expenses incurred is Rs.0.5lakh.	the claims, is 4.75lakhs, which has exceeded the Deductible by Rs.1.75lakhs, so the amount payable under the policy is Rs.1.75lakhs in respect of Claim no.2.
	Total incurred expenses – Rs.2.25lakhs	
Case 3:	Claim no.1: This is the first hospitalization in the policy period. Hospitalization expenses incurred in respect of a pre-existing disease, is Rs.4.50lakhs Pre & post hospitalization expenses incurred is Rs.1lakh. Total incurred expenses – Rs.5.50lakhs Claim no.2: Hospitalization expenses incurred is Rs.1.75lakhs. Pre & post hospitalization expenses incurred is Rs.0.65lakhs. Total incurred expenses – Rs.2.40lakhs Claim no.3: Hospitalization expenses incurred is Rs.1.75lakhs. Pre & post hospitalization expenses incurred is Rs.0.75lakhs.	Scenario 1: Claim No.1 relates to pre-existing disease and is not admissible since it relates to Pre-existing disease. Claim No.2 has not exceeded the Deductible, hence nothing is payable, though the disease does not fall under any exclusion. In working out the payable amount for claim No.2, we will not consider Claim no.1 at all, since it falls under exclusion of pre-existing disease and is not admissible under the policy. It is of no concern whether or not the insured's claim (no.1) has been paid under the Base policy. Aggregate of Claim Nos. 2&3 has exceeded the Deductible Admissible expenses under Claim no.2, Rs.2.10lakhs and under Claim no.3 it is Rs.2.20lakhs. Now the aggregate is Rs.4.30lakhs, which has exceeded the Deductible by Rs.1.30lakhs. So the amount payable under the policy is Rs.1.30lakhs in respect of Claim no.3. Scenario 2: The above is an example where Room rent is 1% of the Deductible. Now suppose, the insured's policy does not have room rent capping, then Admissible expenses under Claim no.2 is Rs.2.20lakhs and under Claim no.3 it is Rs.2.30lakhs. Thus the total

	Total incurred expenses – Rs.2.50lakhs	admissible expenses under the policy considering both the claims, is 4.50lakhs, which has exceeded the Deductible by Rs.1.50lakhs, so the amount payable under the policy is Rs.1.50lakhs in respect of Claim no.3.
Case 4	There is one single hospitalization in the policy period. Hospitalization expenses incurred is Rs.8.50 lakhs. Pre & post hospitalization expenses incurred is Rs.1lakh. Total incurred expenses – Rs.9.50lakhs	Admissible expenses is Rs.8.30 lakhs, which has exceeded the Deductible by Rs.5.30lakhs. Sum Insured is Rs.5lakhs. So, the admissible expenses after considering the Deductible, is Rs.5.30lakhs, which is greater than the Sum Insured (Rs.5lakhs). However, the maximum admissible claim amount payable cannot exceed the Sum Insured under the policy. Hence amount payable in this case under the policy is Rs.5lakhs only and not Rs.5.30lakhs.
Case 5:	There is one single hospitalization in the third policy (i.e. in the second renewal) in respect of donation of one kidney by the insured to his father. Hospitalization expenses incurred is Rs.0.45 lakhs. Pre & post hospitalization Rs.1lakh. Total incurred expenses – Rs.1.45 lakhs	Since this relates to Organ Donor by the Insured Person, hospitalization in respect of him, does not get paid. However, the policy would still pay him a lump sum of 10% of the Sum Insured, as per clause 2A2 which would be Rs.50,000 in this case.

9. Is this an Individual Policy or a Family floater type policy?

- We offer two Plans- Individual and Family Floater. In Individual Plan, each covered member has a separate Sum Insured and Deductible. Also, the family members have the freedom to opt for any Sum Insured / deductible, i.e there is no compulsion to have a uniform Sum Insured / Deductible.

- In the Family Floater plan a single Sum Insured is available individually and collectively for all the insured members covered under the Policy.

10. Do I have to submit any income proof for taking this policy?

- No income proof is required. You are free to choose any Plan and any Sum Insured/ deductible, from the available options.

11. After what age are pre-insurance Medical tests required?

- In following cases, pre-insurance Medical Check-up will be required:

Age	Pre-insurance Medical tests
>55years	Required in all cases
Person with adverse Medical History	Required irrespective of age

- Following tests are required. The list of Diagnostic centres is available with the underwriting office from where the Policy is intended to be taken.

1	General Physical Examination
2	CBC with ESR
3	Lipid Profile
4	HbA1c
5	S. Creatinine
6	Urine-Routine & Molecular
7	ECG
8	TSH
9	X-Ray Chest
10	USG
11	Eye Examination – Fundus & Glaucoma

- Medical reports upto 30 days prior to the date of proposal, are only valid.
- In case of adverse medical history, the Company may ask for additional tests depending on the medical condition.

12. Do I get re-imbursed for the cost of Pre-insurance Medical tests done?

- In case of fresh proposals, 50% of the cost of Medical Check-up shall be reimbursed by the Company only on acceptance of the proposal.

13. Can I take this policy for my entire family?

- Yes. You can take Family Floater plan or an Individual plan (Individual Sum Insured basis) for your entire family. In case you take Individual plan you get a Family discount of 10% on premium if two or more family members are covered.
- Family consists of the proposer and / or any one or more of the family members as mentioned below:
  i. legally wedded spouse

ii. Parents / Parents-in-law (either of them)

iii. Dependent Children- natural or legally adopted, between the ages of 91days to 18 years. However male child can be covered upto the age of 25 years if he is a bonafide regular student and financially dependent. Female child can be covered until she gets married. Divorced and widowed daughters are also eligible for coverage under the policy, irrespective of age. If during the currency of the policy, the child above 18 years becomes financially independent, or a male child (student) attains the age of 25 years or if the girl child gets married, he/she shall remain covered under the policy for the remainder of the policy period. However, he / she shall be ineligible for coverage in the subsequent renewals and will have to apply for coverage under an independent policy.

iv. There is no upper age limit for dependent children who are physically or mentally challenged.

14. Is TPA services mandatory under the policy?

- Yes.

15. Can I have a TPA of my own choice?

- No. Only the TPA, the name of which appears in the Policy Schedule can service your Policy.

16. Do I get any other benefit under this policy if I also have Oriental's domestic health insurance policy as a base policy?

- Yes, in that case you get a Loyalty discount of 10% in premium (discount is available only if you have Oriental's retail health policy or Oriental's Bancassurance Health policy) as a base policy. This discount is only available to the particular member(s) who has such a base policy. For example, if out of the five members, such a policy exists in respect of two members, only those two will get Loyalty discount and the remaining three members will not get any Loyalty discount. This discount would be applicable on renewal only if the base policy also exists then, i.e if the base policy has been discontinued / terminated, Loyalty discount would be withdrawn on renewal.

17. Is there any other discount available under this policy?

- Yes, following additional discounts on premium are available under the policy:
- Family Discount (If two or more members are covered in an Individual Plan) - 10% to each member
- Portal Discount – 10% discount on total premium, subject to maximum of Rs.2000, is available if the Policy is taken On-line using our Portal and where no Intermediary is involved. This discount is applicable only when this policy is taken for the first time, and is not allowed on renewals
- Staff discount of 33% is available to the employees (serving & retired) of the Company. However, No commission and no other discount like family discount, loyalty discount (except Portal discount, if applicable) is allowed in such cases.
- Family discount and Staff discount shall be available on renewals also.

18. What are the various Plans and Sum Insured options available?

- There are two Plans available viz – Individual & Family Floater, with Deductible / Sum Insured slabs as given under 'Premium Table'.

19. Can I subsequently revise the benefits (the Deductible and / or the Sum Insured)?

- Only the Sum Insured can be revised, that too only at the time of renewal. However, pre-existing exclusion & time-bound exclusion clauses would apply afresh on the enhanced portion of the Sum Insured. However, Deductibles cannot be lowered on renewal, though one may increase the Deductible on renewal.

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

- All claims will be processed and settled through the specified Third Party Administrator (TPA) only and shall be subject to the terms & conditions of this policy.
- Documents (bills included) of all earlier hospitalizations (during this policy period) under the Base Health Insurance Policy, have to be provided to the TPA. Even if there is no Base Policy, details of all the expenses incurred on earlier hospitalizations (during this policy period), have to be provided. This would enable the TPA to find out if the Deductible has exceeded / or is likely to exceed in the current claim.
- Intimation of Hospitalization: is to be given immediately to the TPA when the Insured Person realizes that the expenses, either in aggregate or in respect of a single hospitalization, are likely to exceed the Deductible.
- Availing Cashless: Pre-authorization request to be sent to TPA, immediately when the Insured Person(s) realizes that the expenses either in aggregate or in respect of a single hospitalization are likely to exceed the Deductible.
- Submission of Bills: All bills / documents as given in the Policy, are required to be submitted within the time lines stated in the policy, to the concerned TPA.

21. Does this policy cover pre-existing diseases?

- The policy covers pre-existing diseases only after 4 continuous policy periods. Existence or otherwise of a Base Health Policy will not have any impact on pre-existing diseases clause under this Policy.

22. Does this policy pay for expenses in respect of treatments taken outside India?

- The policy pays if the treatments and hospitalization is within India.
- The Policy also pays if treatment is taken in SAARC countries. Coverage in SAARC countries is automatic and no prior intimation / endorsement on the policy is required in respect of travel to a SAARC country, viz- Afghanistan, Bangladesh, Bhutan, Maldives, Nepal, Pakistan, Sri Lanka.
- In case of treatment taken in a SAARC country, currency conversion rate prevailing on the date of admission to the Hospital would apply, for the purpose of claim settlement.

23. Does this policy pay if I am hospitalized for taking other than Allopathic treatment?

Yes. The Company shall indemnify medical expenses incurred for inpatient care treatment under Ayurveda,Yoga and Naturopathy, Unani, Siddha and Homeopathy

systems of medicines during each Policy Year up to the limit of sum insured as specified in the policy schedule in any AYUSH Hospital as defined below:-

a) Central or State Government AYUSH Hospital; or

b) Teaching hospital attached to AYUSH College recognized by the Central Government /Central Council ofIndian Medicine/ Central Council for Homeopathy; or

c) AYUSH Hospital, standalone or co-located with in-patient healthcare facility of any recognized system of medicine, registered with the local authorities, wherever applicable, and is under the supervision of a qualified registered AYUSH Medical Practitioner and must comply with all the following criterion:

i. Having at least five in- patient beds;

ii. Having qualified AYUSH Medical Practitioner in charge round the clock;

iii. Having dedicated AYUSH therapy sections as required and/or has equipped operation theatre where surgical procedures are to be carried out;

iv. Maintaining daily records of the patients and making them accessible to the insurance company's authorized representative.

24. 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, only if you have not made any claim. This means within this period you can return the policy. Proportionate premium, after deducting (i) the expenses incurred and (ii) the risk premium (if the Policy has already started), will be refunded.
- Free look period is applicable only for fresh policies and not on renewals.

25. Can I cancel this policy mid-term? What about refund in such a case?

- Yes, you can by giving 15 days written notice. In such an event the 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.

Period on Risk	**Premium to be charged**
Upto 1 month	¼ of Annual Premium
Upto 3 months	½ of Annual Premium
Upto 6 months	¾ of Annual Premium
Exceeding 6 months	Full Annual Premium

The Company may at any time, cancel this Policy (on grounds of misrepresentation, non-

disclosure of material facts, fraud by the insured Person, by giving the Insured 30(thirty) days' notice, and no refund of premium on cancellation grounds of misrepresentation, non-disclosure of material facts, fraud.

26. Do I get any grace period for renewal of the policy?

- Yes. A grace period of 30 days from the date of expiry of the policy is available within which period you can renew the policy. However, no coverage will be available for the break period.

27. Will the premium and the terms of the policy remain same on renewal?

- The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

28. Will this product always remain on your menu?

- May be. However, the product may be withdrawn from the market, but only after obtaining due approval from the IRDAI and you will be informed of other suitable products available, to which you may migrate in case of withdrawal of the product.

29. Can I port into this policy without losing my continuity benefits earned under the previous Insurer's policy?

- Yes, you can port in to this product and all the credits earned under your previous policy would be maintained, in accordance with the portability conditions prescribed by IRDAI.

30. What are the basic things to be kept in mind while porting a policy?

- Portability is allowed only at the time of renewal and not mid-term.
- You may port in this policy or port out to some other insurer's policy.
- You must approach the insurer where you want in to port, atleast 45days in advance (while porting in or porting out) to avoid any break in the policy coverage due to delays in acceptance of the policy by the insurer.

31. What are the exclusions under the policy?

- Following is the list of Exclusions under the Policy:

i. Pre-exiting diseases.
ii. Any hospital admission primarily for investigation/ diagnostic purpose.
iii. Sex change surgery ,cosmetic surgery & plastic surgery.
iv. Infertility treatments.
v. Obesity and weight control.
vi. Change of Gender treatments.
vii. Excluded providers.
viii. Hazardous or Adventure Sport.

ix. Refractive error, cosmetic dental surgeries.
x. Unproven Treatments.
xi. Substance abuse, self-inflicted injuries.
xii. Breach of law.
xiii. Treatments received in health hydros, nature cure clinics, spas or similar establishments.
xiv. Dietary supplements and substances that can be purchased without prescription.
xv. Any kind of admission fees, registration fees levied by the hospital.
xvi. War (whether declared or not) and war like occurrence or invasion.
xvii. Nuclear, chemical or biological attack or weapons.
xviii. Any expenses incurred on OPD treatment.
xix. Pre and post hospitalization expenses unrelated with disease / injury for which hospitalization claim has been admitted under the policy.

(Note: the above is a partial listing of the policy exclusions. Please refer to the policy clauses for the full listing).

32. Premium Table:

Premium Chart: Oriental Super Health Top Up (Individual Basis)							
Age Group	**Deductible**	**Sum Insured**			Final Premium		
0-35	**300000**	300000	500000		1,814	2,495	0
	500000	500000	700000		1,553	1,826	0
	600000	600000	800000		1,426	1,683	0
	800000	800000	1000000		1,415	1,688	0
	1000000	1000000	1500000		1,437	2,093	0
	1500000	1000000	1500000		1,352	2,007	0
	1800000	1000000	1200000		1,332	1,594	0
	2000000	1000000	2000000	3000000	1,320	2,556	3,725
36-45	**300000**	300000	500000		2,628	3,520	0
	500000	500000	700000		1,975	2,285	0
	600000	600000	800000		1,741	2,033	0
	800000	800000	1000000		1,601	1,896	0
	1000000	1000000	1500000		1,591	2,317	0
	1500000	1000000	1500000		1,478	2,203	0
	1800000	1000000	1200000		1,466	1,756	0
	2000000	1000000	2000000	3000000	1,461	2,841	4,158
46-60	**300000**	300000	500000		3,724	4,739	0
	500000	500000	700000		2,530	2,946	0
	600000	600000	800000		2,356	2,696	0
	800000	800000	1000000		2,275	2,980	0

	1000000	1000000	1500000		2,131	3,042	0
	1500000	1000000	1500000		1,994	2,905	0
	1800000	1000000	1200000		2,006	2,372	0
	2000000	1000000	2000000	3000000	2,019	3,756	5,416
61 and above	**300000**	300000	500000		6,775	8,449	0
	500000	500000	700000		4,210	5,270	0
	600000	600000	800000		4,210	5,106	0
	800000	800000	1000000		4,734	6,194	0
	1000000	1000000	1500000		4,734	6,194	0
	1500000	1000000	1500000		3,540	4,734	0
	1800000	1000000	1200000		3,090	3,540	0
	2000000	1000000	2000000	3000000	2,851	4,997	7,075

Taxes as applicable shall be extra.
*means the age completed as on the date of the policy inception/renewal. So, for a person aged 45 years 364 days, completed age would be 45 years and premium would be charged on the age of 45years, not that of 46years.

ii. FAMILY FLOATER PLAN:
The above table of rates as applicable in case of Individual Plan shall apply. Only the basis of charging premium in case of a family floater Plan would be as stated below:

Insured Member's age	**Premium to be charged**
Member with highest age	100% of the premium as applicable to that age & Deductible/Sum Insured combination.
Member with second highest age	50% of the premium as applicable to that age & Deductible/Sum Insured combination.
All other members with lower ages	40% of the premium as applicable to that age & Deductible/Sum Insured combination.

IMP: The Policy gets triggered only when the aggregate of all the claims, or any single claim, in any Policy period exceed(s) the Deductible opted under the Policy.**iii. Loadings / Discounts applicable in relevant cases**:
a. Loadings:
i For new entrants above the age of 65yearsand upto 70 years –10%. This loading of 10% on premium will apply on every subsequent renewal as well.
ii For Removal of Room rent limits – loading depending upon the Deductible chosen, as given below shall apply:

Deductible (INR)	**Additional Premium to be charged**
Upto 5,00,000	20% of applicable premium as per table above
6,00,000- 10,00,000	10% of applicable premium as per table above
15,00,000 and above	5% of applicable premium as per table above

b. Discounts:
i. Family Discount (If two or more family members are covered in an Individual Plan) - 10% to each member
ii. Loyalty Discount -10%. Available only in respect of the insured member who has Company's retail Health insurance policy / Bancassurance Health policy
iii. Staff Discount (serving and retired)-33%.This discount will be allowed to the family members as well.
iv. Portal Discount – 10%, subject to maximum of Rs.2000. This discount is available if the Policy is taken On-line using our Portal and where no intermediary is involved and is not available on renewals.
NOTE:
i. All loadings and discounts shall be applied successively in the same order as they appear above and not on cumulative basis.
ii. First the loadings, given above and as applicable shall apply
iii. Then subsequently, on the loaded premium (if applicable), the discounts shall be applied.

Sales Literature only contains salient features of the Policy. For details, reference is to be made to the Policy. In case of any difference between the Sales Literature and the Policy, the terms and conditions of the Policy shall prevail.

33. INSURANCE ACT 1938 **SECTION 41 - PROHIBITION OF REBATE**
Section 41 of the Insurance Act 1938 provides as follows:

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.
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.

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