

# FUTURE CRITICARE POLICY WORDINGS

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# FUTURE CRITICARE Customer Information Sheet

# (Description is illustrative and not exhaustive)

Sr. No	TITLE	DESCRIPTION	REFER TO POLICY CLAUSE NUMBER
1	Product Name	FUTURE CRITICARE	
2	What am I covered for:	The Insured Event whose signs or symptoms first commence more than 90 days after the commencement of period of Insurance and shall include only  a) First Diagnosis of the below-mentioned Illnesses more specifically described below:  1. Cancer (cancer of specified severity) 2. Kidney failure requiring regular dialysis 3. Primary pulmonary arterial hypertension 4. Liver failure 5. Multiple sclerosis with persisting symptoms  Or  b) Undergoing for the first time of the following surgical procedures, more specifically described below: 1. Major organ/bone marrow transplant 2. Open chest CABG (coronary artery bypass graft) 3. Aorta graft surgery  Or  C) Occurrence for the first time of the following medical events more specifically described below: 1. Stroke resulting in permanent symptoms 2. First heart attack (myocardial infarction)- of specified severity 3. Coma of specified severity 4. Total blindness	Section B
3	What are the major exclusions in the Policy	Benefits will not be available for Any Pre- Existing conditions or related condition(s) for which You have been diagnosed, received medical treatment, had signs and / or symptoms, prior to inception of Your first Policy, unless such a condition is stated in the proposal form and specifically accepted by the Company and endorsed thereon.	Section C (1)
		The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance.	Section C (2)
		Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.	Section C (3)
		Any treatment relating to birth defects and external or internal congenital Illnesses.	Section C (4)
		Treatment by a family member and self-medication or any treatment that is NOT scientifically recognized.	Section C (7)
		Being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed.  (Note: the above is a partial listing of the policy exclusions. Please refer to the policy	Section C (10)
		clauses for the full listing).	
4	Waiting period	Waiting period of first 90 days from commencement of the policy for all critical illnesses.	Section C (2)
5	Payment of claims	You or someone claiming on Your behalf must inform Us in writing immediately, and in any event within 60 days of the aforesaid Illness/ condition/ surgical event but after the survival period of 28 days. Fixed amount on the occurrence of a covered event.	Section D (5)
6	Cost sharing	Not applicable.  Your policy shall be renewable lifelong except on grounds of fraud, moral hazard or	
7	Renewal Conditions	misrepresentation or non-cooperation by the insured.  This Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to Us on or before the date of expiry of the Policy or of the subsequent renewal thereof.  a. Upon the occurrence of an event of Critical Illness and (subject to the terms, conditions and exclusions of this Policy) without prejudice to the Company's obligation to make payment, this Policy shall immediately cease to exist with reference to that Insured.  b. Applicable for family floater policy- Upon the occurrence of an event of Critical Illness and (subject to the terms, conditions and exclusions of this Policy) for any insured under the family floater policy, without prejudice to the Company's obligation to make payment, this Policy shall immediately cease to exist. The rest of the family members can opt for a separate critical illness policy and they will be given continuity for the period they have been insured under the Future Criticare Policy. In the event of the death of any of the insured members subject to no critical illness claim being paid on the policy, the cover ceases to exist for that insured and the remaining members would continue to have the coverage until the end of the policy period.	Section D (8)

(LEGAL DISCLAIMER) NOTE: The information must be read in conjunction with the product brochure and policy document. In case of any conflict between the CIS and the policy document the terms and conditions mentioned in the policy document shall prevail.



#### **FUTURE CRITICARE**

This **Policy** is issued to You based on Your proposal to Us and Your payment of the premium. You are eligible to be covered under this **Policy** if your age is between 6 years to 65 years with lifelong renewability. This **Policy** records the agreement between Us and sets out the terms of insurance and the obligations of each party.

#### A. Definitions

The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy**, and references to the singular or to the masculine shall include references to the plural or to the female wherever the context so permits:

- Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his licence. The registered practitioner should not be the Insured or close Family members.
- Consultant/ Specialist means a qualified Medical Practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license, expert in the field of medicine for which he carries the status of a Consultant. The Consultant should not be related to the Insured or the Named Insured by blood or marriage.
- Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
- Critical Illness means an Illness, sickness or a disease or a corrective measure as specified in Section B of this Policy.
- Critical Illness Benefit means the amount specified in the Schedule, which is the maximum amount for which the Company may be liable to make payment for any or all Critical Illnesses covered under this Policy.
- Accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 7. 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 Clinical Establishments (Registration and Regulation)Act,2010 or under enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
  - -has qualified nursing staff under its employment round the clock;
  - -has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
  - -has qualified medical practitioner(s) in charge round the clock;
  - -has a fully equipped operation theatre of its own where **Surgical Procedure**s are carried out
  - -maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.
- Injury/Accidental Bodily 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.
- Pre-Existing Disease means any condition, ailment or Injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first Policy issued by the insurer.
- Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position
  - a. Internal Congenital Anomaly -Congenital Anomaly which is not in the visible and accessible parts of the body.
  - b. External Congenital Anomaly- Congenital Anomaly which is in the visible and accessible parts of the body.
- 11. Condition Precedent shall mean a Policy term or condition upon which the Insurer's liability under the Policy is conditional upon.
- Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an Illness or Injury,

- correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a **Hospital** or day care centre by a **Medical Practitioner**
- Insured means the person specified in the Schedule who is Insured by the Company under this Policy.
- 14. Proposer means the person specified in the Schedule who is the owner of the Policy at any point of time.
- 15. Family means and includes You, Your Spouse, Your first two dependent children and your two dependent parents. At any point of time the family floater cannot exceed for more than 6 members. The sum insured, as mentioned in the Schedule, would be shared among all the members of the Family Floater.
- 16. Dependent Child refers to a child (natural or legally adopted), who is financially dependent on the primary Insured or Proposer and does not have his/ her independent sources of income.
- Policy means the complete documents consisting of the Proposal,
   Policy wording, Schedule and Endorsements and attachments if any.
- 18. Policy Period means the date between the commencement date specified in the Schedule and, in respect of any Insured, the earlier of (a) the expiry date specified in the Schedule and (b) the occurrence of an event of Critical Illness
- Schedule means the Schedule, and any annexure to it, attached to and forming part of this Policy.
- 20. Waiting Period: At no point of time during the term of the Policy, any benefit shall be payable for the claim which occurs or where the signs and/ or the symptoms of Illness/ condition for the claim has occurred within 90 days of first Policy issue Date. Waiting Period is not applicable for the subsequent continuous renewals.
- 21. Survival Period: At any point of time during the term of the Policy, any benefit shall be payable only if the Insured is alive for a period of more than or equal to 28 days from the date of the first diagnosis of the Critical illness/ Undergoing for the first time of the Surgical Procedures/ for the first time of occurrence of medical events.
- Notification of Claim is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address/ telephone number to which it should be notified.
- 23. Disclosure to information norm: The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 24. Portability means transfer by an individual health insurance Policyholder (including family cover) of the credit gained for preexisting conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
- 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.
- 26. Alternative treatments are forms of treatments other than treatment "Allopathy" or "modem medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

# B. Benefits of the Policy

For the purposes of this Section and the determination of the Company's liability under it, the **Insured Event** in relation to the **Insured**, shall mean any **Illness**, medical event or **Surgical Procedure** as specifically defined below whose signs or symptoms first commence more than 90 days after the commencement of Period of Insurance and shall only include:

- First Diagnosis of the below-mentioned Illnesses more specifically described below:
  - 1. Cancer (cancer of specified severity)
  - 2. Kidney failure requiring regular dialysis
  - 3. Primary pulmonary arterial hypertension
  - 4. Liver failure
  - 5. Multiple sclerosis with persisting symptoms

- Undergoing for the first time of the following Surgical Procedures, more specifically described below:
  - 1. Major organ/bone marrow transplant
  - 2. Open chest CABG (coronary artery bypass graft)
  - 3. Aorta graft Surgery Or
- Occurrence for the first time of the following medical events more specifically described below:
  - 1. Stroke resulting in permanent symptoms
  - 2. First heart attack (myocardial infarction)- of specified severity
  - 3. Coma of specified severity
  - 4. Total blindness

The **Insured** Event under this Section and the conditions applicable to the same are more particularly defined below:

- CANCER (CANCER OF SPECIFIED SEVERITY): A malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.
- I. Exclusions: The following are excluded

Tumors showing the malignant changes of carcinoma in situ & tumors which are histologically described as premalignant or non invasive, including but not limited to:

- i. Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 & CIN-3.
- ii. Any skin cancer other than invasive malignant melanoma
- iii. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0........
- iv. Papillary micro carcinoma of the thyroid less than 1 cm in diameter
- v. Chronic lymphocytic leukemia less than RAI stage 3
- vi. Micro carcinoma of the bladder
- vii. All tumors in the presence of HIV infection.
- 2. KIDNEY FAILURE REQUIRING REGULAR DIALYSIS: End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a Specialist medical practitioner.
- 3. PRIMARY PULMONARY ARTERIAL HYPERTENSION: Primary Pulmonary Hypertension with substantial right ventricular enlargement confirmed by a Cardiologist with the help of investigations including Cardiac Catheterization (cardiac catheterization proving the pulmonary pressure to be above 30 mm of Hg), resulting in permanent irreversible physical impairment of at least Class IV of the New York Heart Association (NYHA) Classification of Cardiac Impairment and resulting in the Insured being unable to perform his / her usual occupation.

The NYHA Classification of Cardiac Impairment (Source: "Current Medical Diagnosis and Treatment – 39th Edition"):

- Class I: No limitation of physical activity. Ordinary physical activity does not cause undue fatigue, dyspnoea, or angina pain.
- Class II: Slight limitation of physical activity. Ordinary physical activity results in symptoms.
- c) Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
- d) Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- 4. Liver Failure: End Stage Liver Disease means chronic end stage liver failure evidenced by at least 3 of the following:
- a) Uncontrollable Ascites
- b) Permanent Jaundice
- c) Oesophageal or Gastric Varices and Portal Hypertension
- d) Hepatic Encephalopathy.

Exclusions: Liver disease arising out of or secondary to alcohol or drug

abuse.

#### 5. MULTIPLE SCLEROSIS WITH PERSISTING SYMPTOMS:

- The definite occurrence of multiple sclerosis. The diagnosis must be supported by all of the following:
- investigations including typical MRI and CSF findings, which unequivocally confirm the diagnosis to be multiple sclerosis.
- There must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months, and
- Well documented clinical history of exacerbations and remissions of said symptoms or neurological deficits with at least two clinically documented episodes at least one month apart.
- II. Other causes of neurological damage such as SLE (Systemic Lupus Erythematosus) and HIV (Human Immuno deficiency Virus) are excluded.

#### 6. MAJOR ORGAN/BONE MARROW TRANSPLANT:

- I. The actual undergoing of a transplant of:
- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- ii. Human bone marrow using hematopoietic stem cells.

The undergoing of a transplant has to be confirmed by a **Specialist** medical practitioner.

## II. The following are excluded:

- Other stem-cell transplants
- ii. Where only islets of langerhans are transplanted.
- 7. OPEN CHEST CABG (Coronary Artery Bypass Graft):
  - I. The actual undergoing of open chest Surgery for the correction of one or more coronary arteries which is/are narrowed or blocked, by coronary artery bypass graft (CABG). The diagnosis must be supported by a coronary angiography and the realization of Surgery has to be confirmed by a Specialist medical practitioner.
  - II. The following are excluded:
    - i. Angioplasty and/or any other intra-arterial procedures.
  - ii. Any key-hole or laser **Surgery**.
- 8. Aorta Graft Surgery: Aorta Graft Surgery is defined as the actual undergoing of Surgery for disease of the aorta needing excision and surgical replacement of a portion of the diseased aorta with a graft. For this definition, aorta means the thoracic and abdominal aorta but not its branches.

## **Exclusions:**

- a) Surgery following traumatic Injury to the aorta.
- Surgery to treat peripheral vascular disease of the aortic branches is excluded even if a portion of the aorta is removed during the operative procedures.
- Surgery performed using only minimally invasive or intra-arterial techniques such as percutaneous endovascular aneurysm with insertion of a stent graft.

# 9. STROKE RESULTING IN PERMANENT SYMPTOMS:

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a Specialist Medical Practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
  - i. Transient ischemic attacks (TIA)
- ii. Traumatic Injury of the brain

 Vascular disease affecting only the eye or optic nerve or vestibular functions.

# FIRST HEART ATTACK (Myocardial infarction) - OF SPECIFIED SEVERITY

- I. The first occurrence of myocardial infarction which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for this will be evidenced by all of the following criteria:
- a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial Infarction (for e.g. typical chest pain).
- ii. New characteristic electrocardiogram changes.
- Elevation of infarction specific enzymes, Troponins or other specific biochemical Markers.

#### The following are excluded:

- Non-ST-segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T
- ii. Other acute Coronary Syndrome
- iii. Any type of angina pectoris.

Diagnosis must be confirmed by a Consultant Cardiologist.

# 11. COMA OF SPECIFIED SEVERITY:

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
- No response to external stimuli continuously for at least 96 hours;
- ii. Life support measures are necessary to sustain life; and
- iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- The condition has to be confirmed by a **Specialist** medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.
- 12. TOTAL BLINDNESS: Total blindness is defined as total, permanent and irreversible loss of all vision in both eyes as a result of Illness or Accident. The blindness must be confirmed by an Ophthalmologist.

**Exclusions:** Total blindness as a result of:

- i. Cataract
- ii. Glaucoma
- iii. Corneal lesions
- iv. Retinopathies

# C. Exclusions

Without prejudice to the exclusions mentioned elsewhere in this document, the following exclusions shall apply to the benefits admissible under this Policy; No benefit shall be paid for the following circumstances and for the following conditions/ tests/ treatments:

- Benefits will not be available for Any Pre- Existing conditions or related condition(s) for which You have been diagnosed, received medical treatment, had signs and/ or symptoms, prior to inception of Your first Policy, unless such a condition is stated in the proposal form and specifically accepted by the Company and endorsed thereon.
- The Company shall not be liable to make any payment under this
   Policy in connection with or in respect of any Insured Event, as
   stated in this Section, occurred or suffered before the
   commencement of Period of Insurance or arising within the first 90
   days of the commencement of the Period of Insurance.
- Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.
- Any treatment relating to birth defects and external or internal congenital Illnesses.
- Birth control procedures and hormone replacement therapy.

- Any treatment / Surgery for change of sex or any cosmetic Surgery or treatment/Surgery /complications/Illness arising as a consequence thereof.
- Treatment by a Family member and self-medication or any treatment that is NOT scientifically recognized.
- Ayurvedic, Homeopathy, Unani, naturopathy, reflexology, acupuncture, bone-setting, herbalist treatment, hypnotism, rolfing, massage therapy, aroma therapy or any other treatments including Alternative treatments other than Allopathy / western medicines.
- Attempted suicide (whether sane or insane) or intentionally self inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection.
- Being under the influence of drugs, alcohol, or other intoxicants or hallucinogens unless properly prescribed by a Physician and taken as prescribed.
- War, civil War, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power.
- 12. Participation in winter sports, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports, any bodily contact sport or any other hazardous or potentially dangerous sport for which You are untrained.
- 13. Loss caused directly or indirectly, wholly or partly by infections (except pyogenic infections which shall occur through an Accidental cut or wound) or any other kind of Disease.
- Diagnosis outside India; unless reaffirmed by Specialist Medical Practitioner in India and subject to presentation of all Claim documents in English.

## D. General Conditions

## 1. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this **Policy** in so far as they relate to anything to be done or complied with by the **Insured** and/or the **Proposer** shall be a **Condition Precedent** to the Company's liability under this **Policy**.

# 2. Duties and Obligations of the Insured and/or Named Insured Upon the Diagnosis of an Event of Critical Illness

It is a **Condition Precedent** to the company's liability to make any payment under this **Policy** that, upon the diagnosis of an event of critical Illness:

- The Insured and /or the Named Insured shall immediately and in any event within 60 days provide the Company with written notification of a claim, and
- b. The Insured and/or the Named Insured shall expeditiously provide the Company with any and all information and documentation in respect of the critical Illness. The claim and/or the Company's liability hereunder that may be requested, and the Insured shall submit himself for examination by the Company's medical advisors as often as may be considered necessary by the company. The cost of such medical examination will be borne by the company.
- c. The company shall be under no obligation to make any payment under this **Policy** until such time as the **Insured** has taken all necessary steps to satisfy the company that here has been an event of **Critical Illness** within the terms of this **Policy** and this diagnosis has been confirmed by the Company's medical advisors.
- d. In case of premium paid under the mode other than the annual mode, the Company reserves the right to deduct the premium cost equivalent to the unpaid premium amount for the **Policy** year from the eligible claim amount.

## 3. Free Look Period

The free look period shall be applicable at the inception of the **Policy**.

- a. The Insured will be allowed a period of at least 15 days from the date of receipt of the Policy to review the terms and conditions of the Policy and to return the same if not acceptable
- b. If the Insured has not made any claim during the free look period, the Insured shall be entitled to:
  - A refund of the premium paid less any expenses incurred by the insurer on medical examination of the **Insured** persons and the stamp duty charges or;
  - ii. where the risk has already commenced and the option of return of the **Policy** is exercised by the policyholder, a deduction towards the proportionate risk premium for period on cover or;
  - Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

#### 4. Cost of Pre-insurance Health Check up

We will reimburse 50% of the cost of any pre-insurance medical examination once the proposal is accepted and **Policy** issued for that **Insured**. We shall maintain a list of and the fees chargeable by, institutions where such Pre-insurance medical examination may be conducted, the reports from which will be accepted by Us. Such list shall be furnished to the prospective policyholder at the time of pre-insurance medical examination.

#### 5. Payment of claims

If You are diagnosed / underwent a surgical procedure/ a medical condition occurs as per the definition of the **Critical Illness** mentioned that may result in a claim, then as a **Condition Precedent** to Our liability, you must comply with the following:

- a. You or someone claiming on Your behalf must give Notification of Claim to us in writing immediately, and in any event within 60 days of the aforesaid Illness/ condition/ surgical event but after the Survival Period of 28 days.
- b. You must have Yourself examined by Our medical advisors if We ask for this, and as often as We consider this to be necessary.
- c. You or someone claiming on Your behalf must give Us the documentation and other information We ask for to investigate the claim or Our obligation to make payment for it.
- d. List of necessary documents required for processing of the Claims are: (You need to submit all documents in original and photocopy. The original documents would be returned to you post verification if requested by You)
  - i. Claim form
  - ii. Discharge certificate/card from the Hospital
  - Attending Doctor's/ Consultant's/ Specialist's/ Anesthetist's certificate regarding diagnosis.
  - iv. Surgeon's certificate stating nature of operation performed and Surgeon's bill and receipt
  - v. Indoor case papers from the Hospital
- e. In the event of the death of the Insured person post the Survival Period, someone claiming on his behalf must inform Us in writing immediately and send Us a copy of the post mortem report (if any) within 14 days.
- f. The Company shall make payment under this **Policy** in the name of or the benefit of the **Insured** by delivering the same to the **Insured/Proposer** in case of minors/ Nominee in case of the death of the **Insured**.
- g. Any payment made in good faith by the company as aforesaid shall operate as a complete and final discharge of the company's liability to make payment under this **Policy**, and the named **Insured** agrees to and shall hold the company harmless against any and all claims, costs and expenses that may result because of any failure to make payment of all or part of the sum due under this **Policy** to the **Insured**.
- Lack of documents or medical certificates confirming the diagnosis of Illness or undergoing of medical/Surgical Procedure will result in forfeiture of the claim.
- We will scrutinize the claims and flag the claim as settled/ Rejected/ Pending within the period of 30 days of the receipt of the last 'necessary' documents.

- . Pending claims will be asked for submission of incomplete documents.
- Rejected claims will be informed to the Insured Person in writing with reason for rejection.
- I. Upon acceptance of an offer of settlement as stated in sub-regulation (5) of the (Protection of Policyholders' Interest) Regulations, 2000 by You, We will make payment of the amount due within 7 days from the date of acceptance of the offer by the Insured. In the cases of delay in the payment, We shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year.
- m. We will make all claim payments in Indian rupees within India only.

#### 5. Fraud

If the **Insured** and/ or **Proposer** shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this **Policy** shall be void and all claims or payments hereunder shall be forfeited.

#### 7. Notifications & Declarations

- All notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the **Schedule**.
- b. All notices and declaration for the attention of the Insured or the Named Insured shall be posted and addressed to the Insured's address as stated in the Schedule or last known address as per our records.
- The Insured and Proposer agree that the Proposer shall also act on behalf of the Insured as to
  - The giving and receiving of any notice or declaration under or in respect of this **Policy** (including notice of cancellation),
  - ii. The payment of premiums and receipt of any return premium
  - iii. The acceptance of any endorsements to this Policy

#### 8. Renewal & Cancellation

- Your Policy shall be renewable lifelong except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the Insured.
- b. This Policy may be renewed by mutual consent every year and in such event, the Renewal premium shall be paid to Us on or before the date of expiry of the Policy or of the subsequent Renewal thereof. We may cancel this insurance by giving You at least 15 days written notice, and if no claim has been made then We shall refund a pro-rata premium for the unexpired Policy Period.
- c. You may cancel this insurance by giving Us at least 15 days written notice, and if no claim has been made then We shall refund premium on short term rates for the unexpired **Policy Period** as per the rates detailed below.

Period on risk	Rate of premium refunded	
Up to one month	75% of annual rate	
Up to three months	50%of annual rate	
Up to six months	25% of annual rate	
Exceeding six months	Nil	

- d. Upon the occurrence of an event of Critical Illness and (subject to the terms, conditions and exclusions of this Policy) without prejudice to the Company's obligation to make payment, this Policy shall immediately cease to exist with reference to that Insured.
- e. Applicable for family floater Policy- Upon the occurrence of an event of Critical Illness and (subject to the terms, conditions and exclusions of this Policy) for any Insured under the family floater Policy, without prejudice to the Company's obligation to make payment, this Policy shall immediately cease to exist. The rest of the Family members can opt for a separate Critical Illness Policy and they will be given continuity for the period they have been Insured under the Future Criticare Policy. In the event of the death of any of the Insured members subject to no Critical Illness claim being paid on the Policy, the cover ceases to exist for that Insured and the remaining members would continue to have the coverage until the end of the Policy period.

f. The brochure / prospectus mentions the premium rates as per the age slabs/ sum insured and the same would be charged as per the completed age at every renewal. The premiums as shown in the prospectus/ brochure are subject to revision as and when approved by the regulator. However such revised premiums would be applicable only from subsequent renewals and with due notice whenever implemented.

#### 9. Portability

Members covered under any Individual/ Family Floater **Critical Illness Policy** of a non-life insurance company shall have the right to migrate from such an individual/ family floater **Policy** to a similar **Critical Illness Policy** with us. Individual members, including the **Family** members covered under Individual/ Family Floater Criti-Care **Policy** of Future Generali India Insurance Company shall have the right to migrate from such a group **Policy** to an Individual/ Family Floater Criti-Care **Policy** with us.

# 10. Dispute Resolution

a. Any dispute regarding the claim amount, liability otherwise being admitted, are to be referred to arbitration under the Arbitration & Conciliation Act 1996. The law of the arbitration shall be Indian law and the seat of the arbitration and venue for all the hearings shall be within India.

- If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian courts.
- Compliance with Policy Provisions: Failure by You or the Insured Person to comply with any of the provisions in this Policy may invalidate all claims hereunder.
- 12. Examination of Books and Records: We may examine Your books and records relating to the insurance under this Policy at any time during the Policy Period and up to three years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under this Policy

#### 13. Territorial Limits and Law

- We cover Critical Illness of the Insured Person diagnosed during the Policy Period anywhere in India.
- The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian Law.
- c. The **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 an endorsement on the **Schedule**.