SURAKSHA AUR BHAROSA DONO

Surrogacy and Oocyte Donor Suraksha

POLICY WORDING

Section-1 Preamble

In consideration of payment of Premium by **You** and realized by **Us**, **We** will provide insurance cover to the **Insured Person**(s) under this **Rider**, up to **Sum Insured** and/or limits as specified in the **Policy Schedule** subject to all terms, condition and exclusion as mentioned under this **Rider** and declaration, medical reports as provided by **You**. This **Rider** is subject to **Your** statements in respect of the **Insured Person** in Proposal form, declaration and/ or medical reports, payment of premium and the terms and conditions

Section-2 Definitions

meanings ascribed to them wherever they appear in this Rider and, where, the context so requires, references to the singular include references to the plural; references to the male includes the female and references to any statutory enactment includes subsequent changes to the same.

2.1 Standard Definitions

1. **Accident/Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Anyone Illness** means Continuous period of **Illness** and includes relapse within 45 days from the date of last consultation with the **Hospital**/Nursing Home center where treatment was taken.
3. **Cashless Facility** means a facility extended by the **Company** to the Insured where the payments, of the costs of treatment undergone by the Insured in accordance with the Policy Terms and Conditions, are directly made to network provider by the Company to the extent pre-authorization is approved.
4. **Condition Precedent** means a **Policy** term or condition upon which the **Company's** liability under the policy is conditional upon.
5. **Complaint or Grievance** means written expression (includes communication in the form of electronic mail or voice based electronic scripts) of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.
6. **Day Care Center** means any institution established for **Day Care Treatment** of illness and/or injuries or a medical set-up with a Hospital and which has been registered with the local authorities, wherever applicable, and is under supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under.
   i. Has qualified nursing staff under its employment.
   ii. Has qualified **Medical Practitioner**/s in charge;
   iii. Has a fully equipped Operation theater of its own, where surgical procedures are carried out;
   iv. Maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
7. **Day Care Treatment** means medical treatment, and/ or surgical procedure which is:
   i. Undertaken under general or local anesthesia in a **Hospital**/ Day Care center in less than 24 hours because of technological advancement, and
   ii. Which would have otherwise required Hospitalization of more than 24 consecutive hours.
   iii. Treatment normally taken on an out-patient basis is not included in the scope of this definition.
8. **Dental Treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery.
9. **Disclosure to information norm**: 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.
10. **Domiciliary Hospitalization** means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:
    i. The condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
    ii. The patient takes treatment at home on account of non-availability of room in a hospital.
11. **Emergency/Emergency Care** means management for an **illness** or **injury** which results in symptoms which occur suddenly and unexpectedly and requires immediate care by a **Medical practitioner** to prevent death or serious long-term impairment of the **Insured person**'s health.
12. **Grace period** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases.

    Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.

    Provided the insurers shall offer coverage during the grace period, if the premium is paid in instalments during the policy period.

    For the purpose of this definition, the Insured Person will get the accrued continuity benefit in respect of the Sum Insured, Cumulative Bonus, No Claim Discount, Specific Waiting Periods, Waiting Periods for Pre-existing Diseases, Moratorium period etc in the event of payment of premium within the stipulated Grace Period.
13. **Hospital** means any institution established for **In-patient care** and **Day Care Treatment** of **Illness** and / or **Injuries** and which has been registered as a **Hospital** with the local authorities, under the Clinical Establishments (Registration & 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:
    i. Has qualified nursing staff under its employment round the clock;
    ii. Has at least 10 in-patient beds, in towns having a population of less than 10,00,000 and 15 in-patient beds in all other places;
    iii. Has qualified **Medical Practitioner(s)** in charge round the clock;
    iv. Has a fully equipped Operation theater of its own, where surgical procedures are carried out;
    v. Maintains daily records of patients and makes these accessible to the Insurance company's authorized personnel.
14. **Hospitalization** means admission in a **Hospital** for a minimum period of 24 consecutive '**In-patient Care**' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours (**Day Care Treatment**).

15. **Illness** means a sickness, or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.

    i. **Acute condition** - Acute condition is a disease, Illness or Injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery

    ii. **Chronic condition** - A chronic condition is defined as a disease, Illness, or Injury that has one or more of the following characteristics:

    - It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests"
    - It needs ongoing or long-term control or relief of symptoms
    - It requires rehabilitation for the patient or for the patient to be specially trained to cope with it
    - It continues indefinitely
    - It recurs or is likely to recur

16. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a **Medical Practitioner**.

17. **In-Patient Care/ In-Patient Treatment** means treatment for which the **Insured Person** has to stay in a Hospital for more than 24 hours for a covered event.

18. **Intensive Care Unit** means an identified section, ward or wing of a **Hospital** which is under the constant supervision of dedicated **Medical Practitioner**(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

19. **ICU (Intensive Care Unit) Charges** means the amount charged by a **Hospital** towards ICU expenses which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.

20. **Maternity Expenses** means

    i. **Medical Treatment Expenses** traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization).

    ii. Expenses towards lawful medical termination of pregnancy during the **Policy Period**.

21. **Medical Advice** means any consultation or advice from a **Medical Practitioner** including the issuance of any prescription or follow-up prescription.

22. **Medical Expenses** means those expenses that an **Insured Person** has necessarily and actually incurred for medical treatment on account of **Illness** or **Accident** on the advice of a **Medical Practitioner**, as long as these are no more than would have been payable if the **Insured Person** had not been insured and no more than other **Hospitals** or doctors in the same locality would have charged for the same medical treatment.

23. **Medically Necessary Treatment** means any treatment, tests, medication or stay in **Hospital** or part of a stay in **Hospital** which

    i. Is required for the medical management of the illness/injury suffered by the **Insured**.

    ii. Must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity.

    iii. Must have been prescribed by a **Medical Practitioner**;

    iv. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

24. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

    Medical Practitioner for **Mental Illness** shall be in accordance with The Mental Healthcare Act, 2017.

    The registered practitioner should not be the Policyholder/ Insured or their close family member.

25. **Migration** means a facility provided to Policyholders (including all members under family cover and group policies), to transfer the credits gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.

26. **Network Provider** means hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless facility

27. **Newborn baby** means baby born during the **Policy Period** and is aged upto 90 days

28. **Non-Network Provider/Hospital** means any **Hospital**, Day Care center or other provider that is not part of the **Network**.

29. **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

30. **OPD Treatment** means the one in which the **Insured** visits a clinic / **Hospital** or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The **Insured** is not admitted as a **Day Care** or **In-patient**.

31. **Post Hospitalization Medical Expenses** means **Medical Expenses** incurred during pre-defined number of days immediately after the **Insured Person** is discharged from the **Hospital** provided that:

    i. Such medical expenses are incurred for the same condition for which the **Insured Person's** hospitalization was required and

    ii. The **In-patient hospitalization** claim for such **Hospitalization** is admissible by the **Company**

32. **Portability** means a facility provided to the health insurance Policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer.

33. **Pre-hospitalization Medical Expenses** means **Medical expenses** incurred during pre-defined number of days preceding the hospitalization of the **Insured Person**, provided that:

    i. Such **Medical Expenses** are incurred for the same condition for which the **Insured Person's** hospitalization was required and

    ii. The **In-patient hospitalization** claim for such **Hospitalization** is admissible by the **Company**

34. **Proposal form** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages,

terms and conditions of the cover to be granted.

Explanation:

(i) "Material Information" for the purpose of these regulations shall mean all important, essential and relevant information and documents explicitly sought by insurer in the proposal form.

(ii) The requirements of "disclosure of material information" regarding a proposal or policy, apply both to the insurer and the prospect, under these regulations.

35. **Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

36. **Reasonable & Customary Charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved

37. **Room Rent** means the amount charged by a **Hospital** towards Room and Boarding expenses and shall include the associated medical expenses.

38. **Senior Citizen** means any person, who has attained the Age of sixty years or above.

39. **Surgery/Surgical Procedure/Surgical Operation** 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 center** by a **Medical Practitioner**.

40. **Unproven / Experimental Treatments** means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

2.2 Specific Definitions

1. **Abandoned child** means a child born out of surrogacy procedure who has been deserted by his intending parents or guardians and declared as abandoned by the appropriate authority after due enquiry.

2. **Age** means completed age of **Surrogate Mother or Oocyte Donor** in years as on last birthday determined on the date of **Policy** issuance.

3. **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.

4. **Annexure** means document attached and marked as Annexure to this Policy.

5. **Base Policy** means any retail indemnity health Insurance policy issued by **Us** including its terms and conditions, any annexure thereto and the **Policy Schedule** (as amended from time to time), the information statements in the proposal form and the Policy wording (including endorsements, if any) and to which this **Rider** is attached.

6. **Commencement Date** means the date of commencement/ start of insurance coverage under the **Policy** as specified in the **Policy Schedule**.

7. **Commercial Surrogacy** means commercialisation of surrogacy services or procedures or its component services or component procedures including selling or buying of human embryo or trading in the sale or purchase of human embryo or gametes or selling or buying or trading the services of surrogate motherhood by way of giving payment, reward, benefit, fees, remuneration or monetary incentive in cash or kind, to the surrogate mother or her dependents or her representative, except the medical expenses and such other prescribed expenses incurred on the surrogate mother and the insurance coverage for the Surrogate Mother.

8. **Couple** means the legally married Indian man and woman above the age of 21 years and 18 years respectively.

9. **Egg** includes the female **gamete**.

10. **Embryo** means a developing or developed organism after fertilisation till the end of 56 days.

11. **Gamete** means sperm and **oocyte**.

12. **Gestational Surrogacy** means a practice whereby a surrogate mother carries a child for the intending couple through implantation of embryo in her womb and the child is not genetically related to the surrogate mother.

13. **Implantation** means the attachment and subsequent penetration by the zona-free blastocyst, which starts five to seven days following fertilization.

14. **Insured Person** means person named in the **Policy Schedule** who is insured under the Policy/**Rider** and is Citizen of India in respect of whom the applicable premium has been received.

15. **Intending Couple** means a **couple** who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy.

16. **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.

17. **Life Threatening Medical Condition** means a medical condition suffered by the Insured Person which has any of the following characteristics:

    a. Markedly unstable vital parameters (blood pressure, pulse, temperature and respiratory rate); or

    b. Acute impairment of one or more vital organ systems (involving brain, heart, lungs, liver, kidneys and pancreas); or

    c. Critical care being provided, which involves highly complex decision making to assess, manipulate and support vital system function(s) to treat single or multiple vital organ failure(s) and requires interpretation of multiple physiological parameters and application of advanced technology; or

    d. Critical Care being provided in critical care areas such as coronary care unit, intensive care unit, respiratory care unit, or the emergency department; and

    e. Is certified by the attending Medical Practitioner as a Life-Threatening Medical Condition.

18. **Medical Practitioner for Mental Illnesses** means a medical practitioner possessing a post-graduate degree or diploma in psychiatry awarded by an university recognized by the University Grants Commission established under the University Grants Commission Act, 1956, or awarded or recognized by the National Board of Examinations and included in the First Schedule to the Indian Medical Council Act, 1956, or recognized by the Medical Council of India, constituted under the Indian Medical Council Act, 1956, and includes, in relation to any State, any medical officer who having regard to his knowledge and experience in psychiatry, has been declared by the Government of that State to be a psychiatrist for the purposes of this Act;

19. **Mental Health Establishment** means any health establishment, including Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy establishment, by whatever name called, either wholly or partly, meant for the care of persons with mental illness, established, owned, controlled or maintained by the appropriate Government, local authority, trust, whether private or public,

corporation, co-operative society, organisation or any other entity or person, where persons with mental illness are admitted and reside at or kept in, for care, treatment, convalescence and rehabilitation, either temporarily or otherwise; and includes any general Hospital or general nursing home established or maintained by the appropriate Government, local authority, trust, whether private or public, corporation, co-operative society, organisation or any other entity or person; but does not include a family residential place where a person with mental illness resides with his relatives or friends;

20. **Mental Illness** means a substantial disorder of thinking, mood, perception, orientation or memory that grossly impairs judgment, behaviour, capacity to recognize reality or ability to meet the ordinary demands of life, mental conditions associated with the abuse of alcohol and drugs, but does not include mental retardation which is a condition of arrested or incomplete development of mind of a person, specially characterized by sub normality of intelligence.
21. **Nominee** means the person whose name specifically appears as such in the **Policy Schedule** and is the person to whom the proceeds under this Policy, if any, shall become payable in the event of the death of the **Insured Person**.
22. **Oocyte** means naturally ovulating oocyte in the female genital tract.
23. **Oocyte Donor** means a fertile woman who donated her eggs to the **Intending Couple** / **Intending Woman** to help her conceive as part of an assisted reproduction.
24. **Oocyte Donation** is the process by which a fertile woman donates eggs to another woman to help her conceive as part of an assisted reproduction.
25. **Policy Period** means the period between the **Commencement Date** and either the Expiry Date specified in the **Policy Schedule** or the date of cancellation of this **Policy**, whichever is earlier.

    For the purpose of this **Rider**,

    i. **Policy Period** for the **Surrogate Mother** shall be 36 months from the **Commencement Date** and the Expiry Date or the date of cancellation of this **Policy**, whichever is earlier.

    ii. **Policy Period** for **Oocyte Donor** shall be 12 months from the Commencement Date and the Expiry Date or date of cancellation, whichever is earlier.
26. **Policy Schedule** means the **Policy Schedule** attached to and forming part of this **Rider** specifying the details of the **Insured Person**, the **Sum Insured**, the **Policy Period** and the Sub-limits to which benefits under the **Rider** are subject to, including any annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
27. **Policy Year** means a period of 12 months beginning from the Commencement Date and ending on the last day of such 12 months period. For the purpose of subsequent years, **Policy Year** shall mean a period of 12 months commencing from the end of previous **Policy Year** and lapsing on the last day of such 12 months period, till the Expiry Date, as specified in the **Policy Schedule**.
28. **Proposer/ Policyholder** means **Intending Couple** or **Intending Woman** defined under this Policy and had paid the premium for **Surrogate Mother** or **Oocyte Donor**.
29. **Rider** means insurance contract which may be opted by Proposer/ Policyholder for the **Insured Person**, who shall be either **Surrogate Mother** or **Oocyte Donor**.
30. **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.
31. **Surrogacy Clinic** means surrogacy clinic, center or laboratory, conducting assisted reproductive technology services, invitro fertilization services, genetic counselling center, genetic laboratory, Assisted Reproductive Technology Banks conducting surrogacy procedure or any clinical establishment, by whatsoever name called, conducting surrogacy procedures in any form.
32. **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 and should possess an eligibility certificate issued by the appropriate authority on fulfillment of below conditions:

    a. A married woman having a child of her own

    b. 25 - 35 years of age as on the day of implantation

    c. Shall not provide her own gametes.

    d. Shall not act as a 'Surrogate Mother' for more than once in her lifetime.

    e. Shall possess a certificate of medical and psychological fitness for surrogacy and surrogacy procedures from a registered medical practitioner.
33. **Sum Insured** means the maximum, total and cumulative liability of the **Company** to pay the claims made under the **Rider** in respect of that **Insured Person**.
34. **Waiting Period** means a period from the inception of this **Rider** during which specified diseases/treatments are not covered. On completion of the Waiting Period, diseases/ treatments shall be covered provided the **Policy** has been continuously renewed without any break.
35. **We / Our / Us / Company/ Insurer** means the SBI General Insurance Company Limited.

Section 3: Scope of Cover

3.1 In Patient Hospitalization

We will indemnify the **Medical Expenses** incurred in respect of **Insured Person (Surrogate Mother/Oocyte Donor)** Hospitalisation, during the **Policy Year**, up to the **Sum Insured**, specified in the **Policy Schedule**, for:

i. Complications arising out of pregnancy during **Surrogacy** and post-partum delivery complications for the **Surrogate Mother**

   Or

ii. Complications arising due to oocyte retrieval with respect to the **Oocyte Donor**.

   Provided that,

   a. The Policy must have been available before the commencement of the Surrogacy or Oocyte retrieval Procedure.

   b. Depending on the benefit opted, the coverage under this benefit shall be available for a period of 36 months for **Surrogacy** Procedure or 12 months for the **Oocyte Donar** from the Policy **Commencement Date**.

   c. The treatment has been taken in a registered Clinics, **Surrogacy Clinics, Hospitals** under the supervision of a Registered **Medical Practitioner** as per the respective **Act**

   d. The coverage shall be available if all the provisions as specified in "The Surrogacy Regulation Act,2021" and "Assisted Reproductive Technology (Regulation) Act,2021" and the relevant rules thereunder are fulfilled.

For the purpose of this benefit, the Medical Expenses shall mean

- Room Rent Charges
- Nursing Expense

- Intensive care Unit (ICU) charges
- Medical Practitioner(s) fees
- Anesthesia, blood, oxygen, operation theater charges, surgical appliances expenses, Medicines, drugs and Consumables expenses
- Diagnostic procedures expenses
- The cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure

3.2 Day Care Treatment

We will indemnify the reasonable and customary charges for **Medical Expenses** incurred on the **Insured Person's Day Care Treatment as** defined under this **Policy**, on the written advice of a **Medical Practitioner** in respect to:

i. Complications arising out of pregnancy during **Surrogacy** and post-partum delivery complications for the **Surrogate Mother** or

ii. Complications arising due to oocyte retrieval with respect to the **Oocyte Donor**.

3.3 Road Ambulance Cover

We will indemnify the **Insured Person** up to the amount specified in the **Policy Schedule**, per **Hospitalization**, for expenses incurred on availing Road Ambulance services offered by a **Hospital** or by an Ambulance service provider.

Provided that,

i. **We** have accepted a claim under Benefit 3.1 (**In Patient Hospitalization**) or 3.2 (**Day Care Treatment**).

ii. The medical condition of the **Insured Person** requires immediate ambulance services from the place where the **Insured Person** is Injured or is suffering from an illness to a **Hospital** where appropriate medical treatment can be obtained or from the existing **Hospital** to another **Hospital** as advised by the treating **Medical Practitioner** in writing.

iii. The ambulance service is offered by a healthcare or Registered Ambulance Service Provider.

iv. The original Ambulance bills and payment receipt is submitted to **Us**.

Section 4: Waiting Period

We are not liable to make any payment under the policy in connection with or in respect of following expenses till the expiry of waiting period mentioned below:

4.1 First Thirty Days Waiting Period (Code-Excl 03):

Expenses related to the treatment of any Illness within 30 days from the first **Rider** Commencement Date shall be excluded excepts claims arising due to an accident, provided the same are covered.

Section 5: Exclusions

We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any of the following unless expressly stated to the contrary in this **Rider**.

5.1 Standard Exclusions

1. **Investigation & Evaluation (Code: Excl04)**

   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.

2. **Rest Cure, rehabilitation and respite care (Code: Excl05)**

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

      - 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.
      - Any services for people who are terminally ill to address physical, social, emotional and spiritual needs.

3. **Obesity/ Weight Control (Code: Excl06)**: Expenses related to the surgical treatment of obesity that does not fulfil all the below conditions:

   a. Surgery to be conducted is upon the advice of the Doctor

   b. The surgery/Procedure conducted should be supported by clinical protocols

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

   d. Body Mass Index (BMI);

      - greater than or equal to 40 or
      - 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 Type2 Diabetes

4. **Change of Gender Treatments (Code- Excl 07)** Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex. However, such exclusion shall not be applicable to respective Insured Person to comply with Transgender Persons (Protection of Rights) Act, 2019.

5. **Cosmetic or Plastic Surgery (Code: Excl08)**: Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an **Accident**, Burn(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**

6. **Hazardous or Adventure sports (Code: Excl09)**: 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.

7. **Breach of law (Code: Excl10)**: Expenses for treatment directly arising from or consequent upon any **Insured Person** committing or attempting to commit a breach of law with criminal intent.

8. **Excluded Providers (Code:Excl11)**: 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 policyholders are not admissible. However, in case of life threatening situations or following an accident, expenses up to the stage of stabilization are payable but not the complete claim (For updated and detailed list of Excluded Providers refer website- https://www.sbigeneral.in/)

9. **Substance Abuse and Alcohol (Code: Excl12)**: Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.
10. **Wellness and Rejuvenation (Code:Excl13)**: Treatments received in heath 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.
11. **Dietary Supplements & Substances (Code: Excl14)**: 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.
12. **Refractive Error (Code: Excl15)**: Expenses related to the treatment for correction of eye sight due to refractive error less than 7.5 dioptres
13. **Unproven Treatments-Code (Code: Excl16)**: 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.
14. **Sterility and Infertility (Code: Excl17)**: 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
15. **Maternity: (Code Excl18)**
    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.

5.2 Specific Exclusions

1. Complications of pregnancy to the **Surrogate** Mother, which is:
   i. Other than **Altruistic Surrogacy**
   ii. For second **Surrogacy**
   iii. If the **Surrogate** Mother donates her own **gametes**
2. Newborn baby through **Surrogacy** to the **Surrogate Mother**.
3. Miscarriage/Medical termination other than in case of Life-Threatening condition to the **Surrogate Mother**
4. Pre and Post Hospitalization Expenses.
5. Treatment taken on OPD basis.
6. **Domiciliary Treatment**
7. Surrogacy Treatment Procedure Cost from Policy Commencement Date till completion of embryo implantation process.
8. Surrogacy which is for Commercial Purposes
9. Treatment or Complications arising out of any **Pre-Existing** conditions/ disease.
10. Any illness, sickness or disease other than the complications arising out of pregnancy and post-partum delivery for the Surrogate mother or any complications arising out of Oocyte retrieval for the Oocyte donor.
11. Complications arising due to Oocyte retrieval, if the Insured is donating for second time.
12. Any claim with respect to abandon or disown or exploit or cause to be abandoned, disowned or exploited in any form, the child or children born through Surrogacy.

Section 6: General Terms and Clauses

6.1 Standard Terms and Conditions

1. **Disclosure of Information**

   The **Rider** 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.

   (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).

2. **Condition Precedent to Admission of Liability**

   The terms and conditions of the **Rider** must be fulfilled by the **Insured Person** for the **Company** to make any payment for claim(s) arising under the **Rider**.

3. **Claim Settlement (provision for Penal Interest)**
   i. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of claim submission.
   ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of claim submission to the date of payment of claim at a rate 2% above the bank rate.

   (Explanation: Bank Rate means Bank rate fixed by the Reserve Bank of India (RBI) which is prevalent as on 1st day of the financial year in which the claim has fallen due)

4. **Complete Discharge**

   Any payment to the Policyholder, **Insured Person** or his/her nominees or his/her legal representative or assignee or to the Hospital, as the case maybe, for any benefit under the **Rider** shall be a valid discharge towards payment of claim by the **Company** to the extent of that amount for the particular claim.

5. **Multiple Policies**
   a. Indemnity Policies:

   A Policyholder can file for Claim settlement as per his/her choice under any Policy. The Insurer of that chosen Policy shall be treated as the primary Insurer.

   In case the available coverage under the said Policy is less than the admissible Claim amount, the primary Insurer shall seek the details of other available policies of the Policyholder and shall coordinate with other Insurers to ensure settlement of the balance amount as per the Policy conditions, without causing any hassles to the Policyholder.

   b. Benefit based Policies:

   On occurrence of the Insured event, the Policyholders can Claim from all Insurers under all policies.

6. **Fraud**

   If any claim made by the **Insured Person**, is in any respect fraudulent, or if any false statement, or declaration is made

or used in support thereof, or if any fraudulent means or devices are used by the **Insured Person** or anyone acting on his/her behalf to obtain any benefit under this **Rider**, all benefits under this **Rider** and the premium paid shall be forfeited.

Any amount already paid against claims made under this **Policy** but which are found fraudulent later shall be repaid by all recipient(s)/Policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the **Hospital**/doctor/any other party acting on behalf of the **Insured Person**, with intent to deceive the insurer or to induce the insurer to issue an Insurance Policy:

i. The suggestion, as a fact of that which is not true and which the **Insured Person** does not believe to be true;

ii. The active concealment of a fact by the **Insured Person** having knowledge or belief of the fact;

iii. Any other act fitted to deceive; and

iv. Any such act or omission as the law specially declares to be fraudulent.

The **Company** shall not repudiate the claim and/or forfeit the policy benefits on the ground of Fraud, if the **Insured Person**/ Beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the **Insurer**.

7. **Cancellation**

a) Cancellation by you:

The Policyholder may cancel his/her Policy at any time during the term, by giving 7 days' notice in writing. The Insurer shall

i. refund proportionate premium for unexpired Policy Period, if the term of Policy upto one year and there is no Claim (s) made during the Policy Period.

ii. refund premium for the unexpired Policy Period, in respect of policies with term more than 1 year and risk coverage for such Policy years has not commenced.

b) Cancellation by Us

We may cancel the **Policy** at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the **Insured Person** by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

8. **Withdrawal of Policy**

i. In the likelihood of this product being withdrawn in future, the Company will intimate the **Insured Person** about the same 90 days prior to expiry of the Policy.

ii. **Insured Person** will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period. as per IRDAI guidelines, provided the **Rider** has been maintained without a break.

9. **Possibility of Revision of Terms of the Policy Including the Premium Rates**

The **Company**, with prior approval of IRDAI, may revise or modify the terms of the **Rider** including the premium rates. The **Insured Person** shall be notified three months before the changes are effected.

10. **Free Look Period**

i. Every Policyholder of new individual health insurance policies except those with tenure of less than a year, shall be provided a free look period of 30 days beginning from the date of receipt of Policy document, whether received electronically or otherwise, to review the terms and conditions of such Policy.

ii. In the event a Policyholder disagrees to any of the Policy terms or conditions, or otherwise and has not made any Claim, he shall have the option to return the Policy to the Insurer for cancellation, stating the reasons for the same.

iii. Irrespective of the reasons mentioned, the Policyholder shall be entitled to a refund of the premium paid subject only to a deduction of a proportionate risk premium for the period of cover and the expenses, if any, incurred by the Insurer on medical examination of the proposer and stamp duty charges.

iv. A request received by Insurer for cancellation of the Policy during free look period shall be processed and premium shall be refunded within 7 days of receipt of such request, as stated at sub regulation (3) above.

11. **Nomination**

The **Insured Person** 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 Person**. 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. In the event of death of the **Insured Person**. the Company will pay the nominee (as named in the Schedule/ Policy Certificate/ Endorsement (if any)) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the Rider.

12. **Redressal of Grievance**

If You have a grievance about any matter relating to the Policy, or Our decision on any matter, or the claim, You can address Your grievance as follows:

Stage 1:

If you wish to register your grievances directly with us, you may write to us at head.customercare@sbigeneral.in or gro@sbigeneral.in or call our toll free number- 1800 102 1111. After examining the matter, final response would be conveyed within a period of 14 days from the date of receipt of your complaint. In our initial acknowledgement of receipt letter, we will provide the name and title of the person who is handling your Grievance. This person will have the authority necessary to investigate and resolve the Grievance.

For Senior Citizens:

Senior citizens can reach us through the following dedicated channels:

Email: Seniorcitizengrievances@SBIGeneral.in

Toll-Free Number: 1800 102 1111 (Available 24/7)

Details of our Grievance Redressal Officer is mentioned on our website at https://www.sbigeneral.in/grievance-redressal

Note: The Company shall endeavour to maintain the regulatory TAT of 14 days in resolving your grievances.

Alternatively, you may Register your grievance with the regulator through Bima Bharosa which is a grievance redressal platform provided by the Insurance Regulatory and Development Authority of India (IRDAI). You may access the Bima Bharosa Portal using the following link: https://bimabharosa.irdai.gov.in/Home/Home

Stage 2 : Escalation to Insurance Ombudsman

If you feel that the response to your Grievance was unsatisfactory, or if you believe your concerns have not been adequately addressed by the company, you may escalate the matter to the Insurance Ombudsman.

Submit your Grievance online: https://www.cioins.co.in/Ombudsman

6.2 Specific Terms and Clauses

1. **Material Change**

   The Insured Person/ Proposer shall notify the Company in writing of any material change in the risk in relation to the declaration made in the Proposal form or medical examination report at each Renewal and the **Company** may, adjust the scope of cover and / or premium, if necessary, accordingly.

2. **Notice and Communication**

   Any notice, direction, instruction, or any other communication related to the **Rider** should be made in writing.

   i. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the **Policy Schedule**.

   ii. The **Company** shall communicate to the Insured at the address or through any other electronic mode mentioned in the **Policy Schedule**.

3. **Premium**

   The premium payable under this **Policy** shall be paid in accordance with the schedule of payments in the **Policy Schedule** agreed between the **Policyholder** and **Us** in writing. No receipt for premium shall be valid except on **Our** official form signed by **Our** duly authorized official. The due payment of premium and realization thereof by **Us** and the observance and fulfilment 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 a condition precedent to Our liability to make any payment under this **Policy**.

4. **Records to be Maintained**

   The **Insured Person** shall keep an accurate record containing all relevant medical records and shall allow the **Company** or its representatives to inspect such records. The **Insured Person** shall furnish such information as the **Company** may require for settlement of any claim under the **Rider**, within reasonable time limit and within the time limit specified in the **Rider**.

5. **Automatic change in Coverage under the policy**

   i. In the case of demise of **Surrogate Mother/ Oocyte Donor**, the coverage for the **Insured Person** shall automatically terminate. In such scenario, if no claim has been made under the **Policy** then the **Policyholder** can request for cancellation and **We** shall refund the premium for the unexpired **Policy Period** as per the Premium refund grid mentioned in Section 6, 7 of this **Policy**.

   ii. The **Rider** shall not be renewable at the end of respective **Policy Period**.

6. **Territorial Jurisdiction**

   All disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the **Rider** shall be determined by the Indian court and according to Indian law.

7. **Terms and conditions of the Policy**

   The terms and conditions contained herein and in the **Policy Schedule** shall be deemed to form part of the **Rider** and shall be read together as one document.

8. **Alterations in the Policy**

   The Proposal Form, Certificate and **Policy Schedule** constitute the complete contract of insurance. This **Policy** constitutes the complete contract of insurance between the Policyholder and Us. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed, and stamped by Us. All endorsement requests will be made by the Policy Holder and/or the **Insured Person** only. This **Policy** cannot be changed by anyone (including an insurance agent or broker) except Us.

9. **Renewal of Policy**

   The **Policy** shall not be renewable at the end of respective **Policy Period** and/or on grounds of fraud, non-disclosure misrepresentation by the **Insured Person/ Proposer**.

10. **Conditions when a claim arises**

    On the occurrence of any Claim under this **Policy**, the claim procedures set out below shall be follow

Note:

1. Case specific additional documents may be requested if required for justified claim decision & processing.
2. Certified copies of document meaning documents attested by any vested authority (e.g. Notarized Documents, attested from Gazetted officer, SBI Branch Manager, Special Executive officer, any officer who is having authority of attestation of documents).

- **Claim Document Submission Address**

  All claim related documents needs to be sent to below address.

  Please do mention appropriate claim number on claim documents dispatched.

  Accident & Health claims team

  SBI General Insurance Company Limited

  9th Floor, Westport, Pan Card Club Road, Baner

  Pune, Maharashtra – 411 045.

- **Conditions for obtaining Cashless Facility:**

  i. Cashless Facility can be availed only at **Our Network Providers**. The complete list of Network Providers and empaneled Service providers are available on **Our** Website and can be obtained by Contacting **Our** TPA.

  ii. **We** reserve the right to modify, add or restrict any **Network Provider** for **Cashless Facilities** at **Our** sole discretion. The same shall be duly updated on **Our** website. **You** shall check the updated list of **Network Providers** before applying for **Cashless** Claim.

  iii. Pre-authorization is valid for 15 days from date of issuance and if all the details of the Hospitalization/treatment, including dates, **Hospital** and locations match with the details as per **Cashless** authorized.

  iv. **We** will make payment for the **Cashless** authorized amount directly to the **Network** Provider.

  v. If the claim is not notified to **Us** within the specified time

limits, then **We** shall be provided the reasons for the delay in writing. **We** will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control.

- **Claim documents submission:**

  In case of any Claim, the list of documents as mentioned above shall be provided by the **Policy holder/ Insured Person** to **Company** within 30 days of date of discharge from hospital.

- **Claim Assessment**

  We shall pay fixed amounts as specified in the applicable Sections in accordance with the terms of this **Rider**. **We** are not liable to make any payments that are not specified in the **Rider**.

- **Condonation of delay:**

  If the claim is not notified/ or submitted to Us within the specified time limits, then We shall be provided the reasons for the delay in writing. We will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control.

12. **Payment of Claim**

    All claims under the Rider shall be payable in Indian currency only.

13. **Other Condition**

    It is agreed and understood that the **Surrogacy & Oocyte Donor** Suraksha Insurance **Rider** can only be bought by **Intending Couple/Intending Woman**, provided that they are already covered under the Retail Health Indemnity **Base Policy** of SBI General Insurance Company Limited. This **Rider** cannot be bought in isolation or as a separate product. **Surrogacy** & **Oocyte Donor Suraksha** Insurance **Rider** is subject to the terms and conditions as stated.

Procedures	**Cashless Claim**	**Reimbursement Claims**
Claim Intimation	You shall intimate the Claims to us through any available mode of communication as specified in the Policy, Health Card or our Website or Our	
	Website or Our TPAs Website	
Claim Intimation timelines	Within 24 hours of the Emergency Hospitalization At least 72 hours prior to the planned Hospitalization	Within 48 hours of admission or before discharge from the Hospital, whichever is earlier

Procedures	**Cashless Claim**	**Reimbursement Claims**
Particulars to be provided to us for Claim notification	1. Policy Number 2. Name of the Insured Person(s) named in the **Policy Schedule** availing treatment, 3. Nature of disease/illness/injury, 4. Name and address of the attending Medical Practitioner Hospital 5. Date and time of event if applicable 6. Date of admission	

Particulars to be provided for preauthorization	1. Policy Number 2. Name of the Insured person(s) named in the Policy Schedule availing treatment 3. Nature of disease/Illness/ Injury 4. Name and address of the attending 5. Medical Practitioner / Hospital 6. Date of admission & probable date of discharge 7. Approximate Claim Expenses 8. Treatment Details 9. Claim Form /Pre-Authorization Request form 10. Any other relevant information as required 11. CKYC Form and KYC Documents	Not Applicable
Process for obtaining Pre-Authorization	I. If the particulars are not provided in full or are insufficient for us to consider the request in Pre-defined Claim Form, We will request additional information or documentation II. On receipt of duly filled pre authorization form from the Network Provider along with other sufficient details to assess the request, We may;· • Issue the authorization letter specifying the sanctioned amount any specific limitation on the claim and non-payable items, if applicable or • Reject the request for preauthorization specifying reasons for the rejection.	Not Applicable

List of Documents	1. Duly filled and signed claim form 2. Certified copy of Hospital discharge Summary 3. Certified copy of final hospital bill, pharmacy bills, Investigation labs bills 4. All original reports of Investigations done 5. Self-attested Copy of PAN card & Aadhar card, photo id & address Proof of the nominee/beneficiary (Driving license/ Passport/Election Card, etc) for address mentioned in claim form with KYC Form 6. Beneficiary bank account/NEFT details: Cancelled cheque or copy of first page of bank passbook showing account holder's name, Account number, IFSC code, Branch name etc. 7. Certified copy of Death certificate issued by municipal authority (in case of death of insured) 8. KYC details and Documents

Section 7: Schedule of Benefits

Product Type	Rider	
Cover Type	Individual basis	
Eligibility for Proposer	**Intending couple** (a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy) a) Married b) 23-50 years in case of females, 26-55 years in case of males on the day of certification c) Not had any surviving child biologically or through adoption or through surrogacy earlier **Intending woman** (an Indian woman who is a widow or divorcee between the age of 35 to 45 years and who intends to avail the surrogacy) a) 35-45 years b) Have not had any surviving child biologically or through adoption or through surrogacy earlier	
Age Eligibility	Surrogate mother – 25-35 years on the day of implantation Oocyte donor – 25-35 years on the day of donating the oocyte	
Sum Insured options	Option-1 Complications arising out of pregnancy and post-partum delivery; Or	Rs. 3,00,000
	Option-2 Complications of Oocyte Donor	Rs. 2,00,000
Policy Tenure	Option-1 **For Surrogate Mother** Complications arising out of pregnancy and post-partum delivery; Or	36 months
	Option-2 **For Oocyte Donor** Complications of Oocyte donor	12 months
Coverages		
Cover Name	Sum Insured	
Inpatient Hospitalization	Up to Sum Insured	
Day Care Treatment	Within Sum Insured	
Road Ambulance Cover	Up to Rs. 1000/- per hospitalisation (Within Sum Insured)	

Note: The Policyholder/Insured Person can opt either Option 1 or Option 2 under the product