THE NEW INDIA ASSURANCE CO. LTD.
REGISTERED & HEAD OFFICE: 87, MAHATMA GANDHI ROAD, MUMBAI 400001

VATSALYA HEALTH POLICY - PROSPECTUS
(Cover For Surrogate Mother and Oocyte donor)

We welcome you as Our Customer. This document explains how the New India Surrogacy Policy could provide value to you. In the document the word 'You', 'Your' means the all the members covered under the Policy. 'We', 'Our', 'Us' means The New India Assurance Co. Ltd. New India Surrogacy Policy is specially designed for covering hospitalization expenses due to complications arising during pregnancy and postpartum complications to the surrogate mother and complications occurring to oocyte donor due to retrieval of the oocyte.

1. WHO CAN TAKE THIS POLICY?

An Intending couple (a couple who have a medical indication necessitating gestational surrogacy and who intend to become parents through surrogacy) or an Intending woman.

The following are the conditions applicable:

- The intending couple should be married can take the policy.
- The age group of the female should be between 23 - 50 and that of the males should be between 26-55 years. They should not have any surviving child biologically or through adoption or through surrogacy earlier.
- The policy can also be taken by an 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) and who has not had any surviving child biologically or through adoption or through surrogacy earlier.
- Similarly, for availing the cover for Oocyte Donor, a commissioning couple or woman can take the policy.

2. WHO ARE COVERED UNDER THE POLICY?

The Surrogate Mother or the Oocyte Donor can be covered under the policy.

3. CAN BOTH THE SURROGATE MOTHER AND OOCYTE DONOR BE COVERED UNDER A SINGLE POLICY?

No. Either the Surrogate Mother or the Oocyte Donor can be covered under a single policy.

4. WHAT ARE THE OPTIONS AVAILABLE UNDER THE POLICY?

The policy has two options:

Option I - covers the Surrogate Mother for complications arising out of Pregnancy and post-partum complications.

Option II – covers the Oocyte donor for complications arising out of Oocyte Retrieval.

5. WHAT DOES THE POLICY COVER?

This Policy is designed to give the Surrogate Mother protection against unforeseen Hospitalisation expenses arising due to complications arising out of pregnancy and or post-partum complications. It also covers hospitalization expenses arising out of complications arising due to oocyte retrieval in an oocyte donor.

6. IS THERE PRE ACCEPTANCE MEDICAL EXAMINATION NEEDED?

No.

7. ARE THERE ANY DOCUMENTS TO BE SUBMITTED AT THE TIME OF TAKING THE POLICY?

Certificates and orders as necessitated by the Act (The Surrogacy/ART procedures and treatments is carried out in accordance with the Surrogacy (Regulation) Act, 2021, Surrogacy (Regulation) Rules, 2022, Assisted Reproductive Technology Act, 2021, Assisted Reproductive Technology (Rules), 2022 and its subsequent amendments as may be applicable.) consisting but not limited to the following and as may be amended from time to time by the Act.

1. A certificate of a medical indication in favour of either or both members of the intending couple or intending woman necessitating gestational surrogacy from a District Medical Board.
2. The surrogate mother is in possession of an eligibility certificate issued by the appropriate authority.

8. WHAT ARE THE EXPENSES COVERED UNDER THIS POLICY?

Our liability for all claims admitted during the Period of Insurance in respect of Insured Person shall not exceed the aggregate of the Sum Insured. Subject to this, for each claim, we will reimburse the following Reasonable and Customary and Medically Necessary Expenses admissible as per the terms and conditions of the Policy:

3.1.a	Room rent, Boarding, DMO / RMO / CMO / RMP Charges, Nursing (Including Injection / Drugs and Intra venous fluid administration expenses) in a single AC room not exceeding Rs.8000 per day.
3.1.b	Intensive Care Unit (ICU) / Intensive Cardiac Care Unit (ICCU), Intensivist charges, Monitor and Pulse Oxymeter expenses - Actuals.
3.1.c	Associate Medical Expenses; such as Professional fees of Surgeon, Anaesthetist, Consultant, Specialist; Anaesthesia, Operating Theatre Charges and Procedure Charges & similar medical expenses related to the treatment.
3.1.d	Cost of Pharmacy and Consumables, Cost of Implants, Artificial Limbs and Medical Devices and Cost of Diagnostics
3.1.e	Pre-Hospitalization Medical expenses for up to 30 days
3.1.f	Post-Hospitalization Medical expenses for up to 60 days

3.1.g	Road Ambulance charges @ 1% of sum insured subject to a maximum of Rs.5000/- per event. Ambulance charges Reasonably and Medically Necessarily incurred for shifting any Insured Person from residence to Hospital for admission in Emergency Ward or ICU, or from one Hospital to another Hospital for better medical facilities

9. WHAT IS THE SUM INSURED AVAILABLE FOR SURROGACY COVERAGE?

Rs.5 lakhs Sum Insured is for Surrogacy coverage

10. WHAT IS THE DURATION OF THE COVER FOR SURROGACY UNDER THE POLICY?

The duration of the policy is for a period of 3 years.

11. HOW MANY ATTEMPTS OF SURROGACY ARE ALLOWED UNDER THE COVER FOR SURROGACY?

Only One Surrogacy Procedure shall be covered under this policy period of (3) years

12. IS AYUSH MODALITY OF TREATMENT AVAILABLE UNDER THE POLICY?

YES. 100% of the Sum Insured is available for AYUSH Modalities of treatment under the policy.

13. IS AMBULANCE CHARGES COVERED UNDER THE POLICY?

Yes. The Company will reimburse Reasonable and Customary Charges for expenses incurred towards ambulance charges for transportation of an Insured person, per hospitalization up to Rs. 5000 as per the terms and conditions mentioned in the Policy Clause.

14. IS MEDICAL TERMINATION OF PREGNANCY COVERED UNDER THE POLICY?

- Medical termination of Pregnancy is covered when the continuance of the pregnancy would involve a risk to the life of the SURROGATE MOTHER (pregnant woman) or of grave injury to her physical or mental health
- or there is a substantial risk that if the child were born, it would suffer from any serious physical or mental abnormality.

15. WHAT IS THE COVER AVAILABLE FOR THE OOCYTE DONOR?

Complication arising out of Oocyte Retrieval is covered under the cover for Oocyte Donor.

16. WHAT IS THE SUM INSURED THAT IS AVAILABLE FOR OOCYTE DONOR?

A Sum Insured of Rs.2 lakhs is available for the Oocyte donor.

17. WHAT IS THE DURATION OF COVER FOR OOCYTE RETRIEVAL COVER?

The duration of the policy for this cover is 12 months (One Year)

18. HOW MANY ATTEMPTS OF OOCYTE RETRIEVAL ARE COVERED UNDER THE POLICY?

Only one donation of Oocyte shall be covered under this policy period of ONE year.

19. WHEN SHOULD THE POLICY BE TAKEN FOR THE SAID COVERS?

The policy should incept prior to the commencement of Surrogacy Procedure or Oocyte Retrieval.

20. WHAT IS THE CONDITION PRECEDENT TO ACCEPTANCE OF THE POLICY?

The condition precedent to acceptance of the policy is compliance of The Surrogacy/ART procedures and treatments is carried out in accordance with the Surrogacy (Regulation) Act, 2021, Surrogacy (Regulation) Rules, 2022, Assisted Reproductive Technology Act, 2021, Assisted Reproductive Technology (Rules), 2022 and its subsequent amendments as may be applicable.

21. CAN THE POLICY BE TAKEN BY ANY ONE WHO MEETS WITH THE ABOVE CONDITIONS?

No. The policy can only be taken by insured/s who meet with the above condition and also holding any one of the following policies where at least one of the persons proposing for the policy is covered.

1. New India Mediclaim Policy.
2. New India Floater Mediclaim Policy.
3. Yuva Bharat Health Policy.
4. New India Premier Mediclaim policy.

22. IS THERE INSTALLMENT FACILITY UNDER THE POLICY?

No. There is no installment facility available under the policy.

23. WHAT IS FREE LOOK PERIOD?

The insured person shall be allowed free look period of thirty days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

24. CAN THE POLICY BE RENEWED AFTER THE EXPIRY?

No. The policy cannot be renewed after expiry. In case of another incidence of Surrogacy or Oocyte Donation, a fresh policy has to be taken complying with the conditions stated in the ACT**. This policy covers only one incidence of either Surrogacy or Oocyte Donation.**

25. IS IT MANDATORY TO NOMINATE SOMEONE UNDER THE POLICY?

Yes. It is mandatory to have at least one nominee under the policy.

26. IS HOSPITALISATION ALWAYS NECESSARY TO GET A CLAIM?

Yes. Unless the Insured Person is Hospitalised for a condition warranting Hospitalisation, no claim is payable under the Policy. The Policy does not cover outpatient treatments.

27. DO YOU COVER PRE HOSPITALISATION EXPENSES?

The Company shall indemnify Pre-Hospitalization Medical Expenses incurred, related to an admissible Hospitalization requiring Inpatient care, for a fixed period of 30 days prior to the date of admissible Hospitalization covered under the Policy during the policy period.

28. DO YOU COVER POST-HOSPITALIZATION MEDICAL EXPENSES?

The Company shall indemnify Post Hospitalization Medical Expenses incurred, related to an admissible Hospitalization requiring Inpatient Care, for a fixed period of 60 days from the date of discharge from the Hospital, following an admissible hospitalization covered under the Policy during the policy period.

29. WHAT IS A PRE EXISTING DISEASE?

The term Pre-existing condition/disease is defined in the Policy. It means any condition, ailment, Injury or disease

- That is/are diagnosed by a physician within 36 months prior to the effective date of the Policy issued by Us and its reinstatement or
- For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the Policy.

30. WHAT DO I NEED TO DO IF ANYBODY COVERED IN THE POLICY NEEDS TO GET HOSPITALISED?

Upon the happening of any event which may give rise to a claim under the policy, please immediately intimate the TPA or underwriting office or nearest office of "The New India Assurance Co. Ltd.", whichever is applicable, named in the schedule with all the details such as name of the Hospital, details of treatment, patient name, policy number etc. In case of emergency Hospitalisation, this information needs to be given to the TPA or underwriting office, whichever applicable, within 24 hours from the time of Hospitalisation. This is an important condition that you need to comply with.

31. HOW LONG DOES THE INSURED PERSON NEED TO BE HOSPITALISED?

The Policy pays only where the Hospitalisation is for more than twenty-four hours.

32. IS THERE A LIMIT TO WHAT THE COMPANY WILL PAY FOR HOSPITALISATION?

Yes. We will pay Hospitalisation expenses up to a limit, known as Sum Insured. In cases where the Insured Person was Hospitalised more than once, the total of all amounts paid

a) for all cases of Hospitalisation,

b) Expenses paid for medical expenses prior to Hospitalisation, and

c) Expenses paid for medical expenses after discharge from Hospital. Shall not exceed the Sum Insured and the Sum Insured under the policy is available for any or all the members covered for one or more claims during the tenure of the policy.

33. CAN I GET TREATED ANYWHERE?

The Policy covers treatments and services rendered only in India.

34. CAN I CHANGE HOSPITALS DURING THE COURSE OF MY TREATMENT?

Yes, it is possible to shift to another hospital for reasons of requirement of better medical procedure. However, this will be evaluated by the TPA on the merits of the case and as per policy terms and conditions.

35. WHAT IS CASHLESS HOSPITALISATION?

Cashless Hospitalisation is service provided by the TPA on Our behalf whereby you are not required to settle the Hospitalisation expenses at the time of discharge from Hospital. The settlement is done directly by the TPA on Our behalf. However, those expenses which are not admissible under the Policy would not be paid and you would have to pay such inadmissible expenses to the Hospital. Cashless facility is available only in Networked Hospitals. Prior approval is required from the TPA before the patient is admitted into the Networked Hospital. You may visit our Website at http://newindia.co.in/listofhospitals.aspx. The list of Networked Hospitals can also be obtained from the TPA or from their website. You will have full freedom to choose the hospitals from the Networked Hospitals and avail Cashless facility on production of proof of Insurance and Your identity, subject to the claim being admissible. The TPA might not agree to provide Cashless facility at a Hospital which is not a Network Hospital. In such cases you may avail treatment at any Hospital of Your choice and seek reimbursement of the claim subject to the terms and conditions of the Policy. In cases where the admissibility of the claim could not be determined with the available documents, even if the treatment is at a Network Hospital, the TPA may refuse to provide Cashless facility. Such refusal may not necessarily mean denial of the claim. You may seek reimbursement of the expenses incurred by producing all relevant documents and the TPA may pay the claim, if it is admissible under the terms and conditions of the Policy.

36. HOW TO GET REIMBURSEMENT FOR PRE AND POST HOSPITALISATION EXPENSES?

The Policy allows reimbursement of medical expenses incurred before and after admissible Hospitalisation up to a certain number of days. For reimbursement, send all bills in original with supporting documents along with a copy of the discharge summary and a copy of the authorization letter to his/her TPA/underwriting office, whichever applicable. The bills must be sent to the TPA/underwriting office within 15 days from the date of completion of treatment. You must also provide the TPA/underwriting office with additional information and assistance as may be required by the Company/TPA in dealing with the claim.

37. WILL THE ENTIRE AMOUNT OF THE CLAIMED EXPENSES BE PAID?

The entire amount of the claim is payable, if it is within the Sum Insured and is related with the Hospitalisation as per Policy conditions and is supported by proper documents, except the expenses which are excluded.

38. DOES IT COVER ALL CASES OF HOSPITALISATION?

No claim will be payable under this Policy for the following:

- Initial Waiting Period: Expenses related to the treatment of the covered event within 30 days from the Policy commencement date shall be excluded.
- **Investigation and evaluation (Code- Excl 04):**

i. Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.

ii. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded.

- **Rest cure, rehabilitation and respite care (Code- Excl 05):**
- **Expenses related to any admission primarily for enforced bed rest and not for receiving treatment**. This also includes:

i. 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.

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

- **Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof (Code- Excl 12).**
- **Treatments received in** heath hydro's nature cure clinics, spas or similar establishments or private beds registered as a nursing home attached to such establishments or where admission is arranged wholly or partly for domestic reasons. **(Code- Excl13)**
- **Dietary supplements and substances** that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a Medical Practitioner as part of Hospitalization claim or day care procedure. (Code-Excl14)
- **Unproven treatments (Code- Excl 16)**: Expenses related to any Unproven Treatment, services and supplies for or in connection with any treatment. Unproven Treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.
- **Sterility and Infertility (Code- Excl 17):** 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.

iv. Gestational Surrogacy

SPECIFIC EXCLUSIONS

- Any illness, sickness or disease other than complications arising out of pregnancy and post-partum delivery for the surrogate mother or complications arising out of oocyte retrieval for the oocyte donor.
- **Medical Expenses incurred towards:**
  - **a.** Delivery Expenses (Normal Delivery or caesarean section) of the Surrogate Mother;
  - **b.** Foetus /New Born baby through Surrogacy to the Surrogate Mother
  - **c.** Treatment of any pre-existing conditions/disease including its complications;
  - **d.** Surrogacy Treatment Procedure cost including but not limited to Injection, tests, Ultra Sound, Embryo transfer, Ovum pickup;
- The Newborn Baby through Surrogacy to the Surrogate Mother**.**
- Complication of Pregnancy to the Surrogate Mother, which is for other than ' Altruistic Surrogacy' and / or for the second Surrogacy and / or if the Surrogate Mother donates her own gametes.
- Complications arising due to oocyte retrieval, if the insured is donating for the second time**.**
- Treatment taken on OPD basis**.**
- Complications of pregnancy resulting from the Surrogacy procedure conducted in a Clinic which is not registered as per the provisions of The Surrogacy (Regulation) Act, 2021.
- Surrogacy which is for commercial purposes or for commercialization of surrogacy or surrogacy procedures.
- Surrogacy which is for producing children for sale or any other form of exploitation
- Any claim arising due to non-compliance of the provisions stated in the respective Surrogacy law, The Surrogacy (Regulation) Act, 2021, The Surrogacy (Regulation) Rules, 2022, the Assisted Reproductive Technology Law, The

Assisted Reproductive Technology (Regulation) Act, 2021, The Assisted Reproductive Technology (Regulation) Rules, 2022 and any subsequent additions / modifications to the Law / Act / Rules.

- Expenses which are either not supported by a prescription of a Medical Practitioner or are not related to Illness or disease for which claim is admissible under the Policy.
- Any other illness/conditions which are specifically excluded under Surrogacy (Regulation) Act, 2021, Surrogacy (Regulation) Rules, 2022, ART Act, 2021 and ART (Regulation) Rules, 2022 and its amendments.
- Any other line of treatment other than Allopathy and AYUSH.
- Treatment of any pre-existing condition/disease of the Insured including its complications.
- All preventive care, vaccination including inoculation and immunisations;
- Durable medical equipment (including but not limited to wheelchairs, crutches, artificial limbs and the like), (namely that equipment used externally from the human body which can withstand repeated use; is not designed to be disposable; is used to serve a medical purpose; is generally not useful in the absence of an Illness or Injury and is usable outside of a Hospital) unless required for the treatment of Illness or Accidental Bodily Injury.
- Independent personal comfort and convenience items or services which are non-medical in nature and are charged separately unless they form part of the room rent.
- Voluntary Termination of Pregnancy.
- Non-medical Expenses incurred during Hospitalization. The list of such Non-medical Expenses is placed at Annexure 1– List 1 – Items for which coverage is not available in the policy'.
- Treatment of any internal and external Congenital Anomaly, or Illness or defects or anomalies or treatment relating to internal and external birth defects.
- Prostheses, corrective devices, medical appliances, external medical equipment used at home as post hospitalization care including cost of instrument used in the treatment of Sleep Apnoea Syndrome (C.P.A.P), Continuous Peritoneal Ambulatory Dialysis (C.P.A.D) and Oxygen concentrator for Bronchial Asthmatic condition.
- Cost associated with cryopreservation and storage of sperms, eggs and embryos.

- Selective termination of an embryo.
- Treatment rendered by a Medical Practitioner which is outside his discipline.
- Doctor's fees charged by the Medical Practitioner sharing the same residence as an Insured Person or who is an immediate relative of an Insured Person's family.
- War or any act of war, invasion, acts of foreign enemies, hostilities whether war be declared or not, civil war, revolution, insurrection, mutiny, martial law.
- Intentional self-injury or attempted suicide whether sane or insane.
- All expenses caused by ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion:

    i. Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/ fusion material emitting a level of radioactivity capable of causing any Illness, incapacitating disablement or death

    ii. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death.

    iii. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death.

- Expenses which are either not supported by a prescription of a Medical Practitioner or are not related to Illness or disease for which claim is admissible under the Policy.
- Treatment and/or services taken outside the geographical limits of India
- Change of treatment from one system to another unless recommended by the consultant/Hospital under which the treatment is taken.

39. PREMIUM CHART:

Option	Cover	Premium Excluding GST(For the entire policy term).
Option I	Surrogate Mother	Rs.74,580/-
Option II	Oocyte Donor	Rs.20,035/-