

Surrogacy and Oocyte Protect – Policy Wording

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SECTION 1 - PREFACE

1. PREAMBLE

This Policy is a contract of insurance issued by **HDFC ERGO General Insurance Company Limited** (hereinafter called the 'Company') to the proposer mentioned in the Policy Schedule of the Base Policy (hereinafter called the 'Policyholder') to cover the person(s) named in the Policy Schedule of the Base Policy (hereinafter called the 'Insured Person(s)'). The Policy is based on the statements and declaration provided by the Policyholder in the Proposal Form as well as in any welcome or other tele-verification calls with the Company's authorized person and is subject to receipt of the requisite premium.

2. OPERATIVE CLAUSE

- a. Surrogacy and Oocyte Protect is an add-on that can only be opted and shall only function along with an active HDFC ERGO Retail Health Base Product. This add-on cannot be opted in isolation or as a separate product.
- b. This Add-on can be opted only at inception or at the time renewal of Base Product. Once opted, Insured persons may opt out only at the time of renewal of this add-on
- c. All other general terms & conditions, exclusions, clauses, eligibility rules, and definitions applicable to the Base Product will apply to this add-on unless specifically stated otherwise in this document or on the Policy Schedule.
- d. In case in the Base policy, Insured persons were covered on Individual Basis then this add-on shall work on Individual basis.
- e. In case in the Base policy, Insured persons were covered on Family Floater basis then this add-on shall work on floater basis.
- f. Policy duration of this Add-on shall be same as that of the Base Product.
- g. The Insured person shall apply for insurance coverage in favour of surrogate mother basis which Insurer shall carryout endorsement evidencing insurance coverage to surrogate mother for 36 months on receipt of appropriate premium in advance.
- h. The Insured person shall apply for insurance coverage in favour of oocyte donor basis which Insurer shall carryout endorsement evidencing insurance coverage to oocyte donor for 12 months on receipt of appropriate premium in advance.
- i. In case this add-on is in force both the benefits ie. 'Surrogacy Complications' and 'Oocyte Donor Complications' shall be available.

3. DEFINITIONS

The terms defined below have the meanings as described to them wherever they appear in this Policy and, where appropriate. References to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same

1. SPECIFIC DEFINITIONS

- i. Base Policy or Base Product means the HDFC ERGO Retail Health Insurance policy or product to which this add-on is attached
- ii. 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
- iii. Surrogate mother means a woman who agrees to bear a child (a child who is genetically related to the intending couple or intending woman) through surrogacy from the implantation of embryo in her womb and fulfils the conditions as provided in sub-clause (b) of clause (iii) of Section 4 of the 'The Surrogacy (Regulation) Act, 2021'
- iv. Oocyte means naturally ovulating oocyte in the female genetic tract.

SECTION 2 – BENEFITS

We will indemnify the Insured Person for the below mentioned expenses subject to compliance of the Surrogacy Act 2012, The Assisted Reproductive Technology (Regulation) Act, 2021 & rules framed there (and as amended from time to time and another relevant law), the waiting period and limits as mentioned below.

1. SURROGACY COMPLICATIONS

We will indemnify Medical Expenses listed hereunder incurred only for any type of complications (including post-partum delivery complications) faced by the Surrogate Mother arising out of pregnancy.

A. Medical Expenses

- i. Room rent, boarding and Nursing charges – As per and upto the terms and limits of the Base policy
- ii. Intensive Care Unit charges – As per and upto the terms and limits of the Base policy
- iii. Consultation fees
- iv. Anesthesia, blood, oxygen, operation theatre charges, surgical appliances
- v. Medicines, drugs and consumables
- vi. Diagnostic procedures
- vii. The Cost of prosthetic and other Medical devices or equipment if implanted internally during a Surgical Procedure

B. Specific Conditions applicable for Surrogacy complications

- i. Claim under this cover shall be payable only if the Surrogacy is for a person Insured under the Base Policy to which this add-on is attached
- ii. Claim admissible under this cover must be Medically Necessary and the same should be certified by the treating Medical Practitioner of such Insured Person.
- iii. We shall cover Surrogacy complications and postpartum delivery complications for upto a period of 36 months starting from the date of endorsement.
- iv. We will indemnify only the Medical Expenses listed above under this cover. Such expenses shall be covered upto Sum Insured (including any form of cumulative bonus) of the Base policy as specified in the policy Schedule of the Base policy.
- v. Claims paid under this cover shall be in accordance and in compliance with Surrogacy Act, 2012, ART Act, 2021, ART (Regulation) Rules, 2022 & Surrogacy (Regulation) Rules, 2022 and its amendments from time to time.



- vi. No woman, other than an ever married woman having a child of her own and between the age of 25 to 35 years on the day of implantation shall be a surrogate mother
- vii. The intending couple shall be married and between the age of 23 to 50 years in case of female and between 26 to 55 years in case of male .
- viii. The Surrogacy Act 2012 & The Assisted Reproductive Technology (Regulation) Act, 2021 shall always supersede the policy wordings in case of any amendments in the said Acts.
- ix. This cover has no separate Sum Insured. Any claim triggered under this cover shall reduce the Sum Insured of the Base Policy for that Policy Year.
- x. Under this cover we shall also indemnify the medical expenses as listed above for In-patient care AYUSH treatment if the same was taken in an AYUSH hospital.

2. OOCYTE DONOR COMPLICATIONS

We will indemnify Medical Expenses listed hereunder incurred only for any type of complications faced by the Oocyte donor arising due to Oocyte retrieval.

A. Medical Expenses

- i. Room rent, boarding and Nursing charges – As per and upto the terms and limits of the Base policy
- ii. Intensive Care Unit charges – As per and upto the terms and limits of the Base policy
- iii. Consultation fees
- iv. Anesthesia, blood, oxygen, operation theatre charges, surgical appliances
- v. Medicines, drugs and consumables
- vi. Diagnostic procedures
- vii. The Cost of prosthetic and other Medical devices or equipment if implanted internally during a Surgical Procedure

B. Specific Conditions applicable for Oocyte Donor Complications

- i. On receipt of additional premium in advance, We shall cover any type of Oocyte donation complications arising for upto 12 months from the date of issuance of endorsement, subject to insured person declaring and effecting endorsement to cover Oocyte donor.
- ii. Claim under this cover shall be payable only if the Oocyte donation is related to and is for a person Insured under the Base Policy to which this add-on is attached
- iii. A claim admissible under this cover must be Medically Necessary and the same should be certified by the treating Medical Practitioner of such Insured Person.
- iv. Claims paid under this cover shall be in accordance and in compliance with Surrogacy Act, 2012, ART Act, 2021, ART (Regulation) Rules, 2022 & Surrogacy (Regulation) Rules, 2022 and its amendments from time to time.
- v. We will indemnify only the Medical Expenses listed above under this cover. Such expenses shall be covered upto Sum Insured (including any form of cumulative bonus) of the Base policy as specified in the policy Schedule of the Base policy.
- vi. No woman, other than an ever married woman having a child of her own and between the age of 25 to 35 years on the day of implantation, shall help in surrogacy by donating her egg or oocyte or otherwise.
- vii. The intending couple shall be married and between the age of 23 to 50 years in case of female and between 26 to 55 years in case of male
- viii. The Surrogacy Act 2012 & The Assisted Reproductive Technology (Regulation) Act, 2021 shall always supersede the policy wordings in case of any amendments in the said Act.



- ix. This cover has no separate Sum Insured. Any claim triggered under this cover shall reduce the Sum Insured of the Base Policy for that Policy Year.
- x. Under this cover we shall also indemnify the medical expenses as listed above for In-patient care AYUSH treatment if the same was taken in an AYUSH hospital.

SECTION 3 – EXCLUSIONS AND WAITING PERIODS

Waiting Periods and Exclusions mentioned hereunder shall apply to both 'Surrogacy Complications' AND 'Oocyte Donor Complications' covers of this add-on

1. WAITING PERIOD

- i. The Insured Person in respect of whom a claim under 'Surrogacy Complications' OR 'Oocyte Donor Complications' is made must have been covered as an Insured Person for a period of atleast 36 months of continuous coverage under this add-on.

2. EXCLUSIONS

We shall not be liable to pay claims under this add-on if/for

- i. The intending couple have a surviving child biologically or through adoption or through surrogacy earlier
- ii. A woman is acting as a surrogate mother more than once in her lifetime.
- iii. A woman is acting as a surrogate mother by providing her own gametes
- iv. Surrogacy or surrogacy procedures are conducted, undertaken, performed or availed of, except for the purpose when the intending couple has a medical indication necessitating gestational surrogacy
- v. Any other expenses except Medical Expenses listed under 'Surrogacy Complications' AND 'Oocyte Donor Complications' covers