# K BANK HEALTH CARE PLUS POLICY WORDINGS

This policy is an evidence of the contract between you and Universal Sompo General Insurance Company Limited. The information furnished by you in the proposal form and the declaration signed by you forms the basis of this contract.

The Policy, the Schedule and any Endorsement shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

This Policy witnesses that in consideration of Your having paid the premium, We undertake that if during the period of insurance or during the continuance of this policy by renewal You contract any disease or suffer from any illness or sustain any bodily injury through accident and if such disease or injury shall require, upon the advices of a qualified Medical Practitioner, hospitalization for medical/surgical treatment in any Nursing Home/Hospital in India as defined in the policy, We will pay to YOU the amount of such expenses as may be reasonably and necessarily incurred in respect thereof as stated in the schedule but not exceeding the sum insured in aggregate in any one period of insurance provided that all the terms, conditions and exceptions of this Policy in so far as they relate to anything to be done or complied with by You have been met.

#### **DEFINITION**

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders.

**Accident** means a sudden unforeseen and involuntary event caused by external, visible and violent means.

**Accidental Bodily Injury** means any accidental physical bodily harm solely and directly caused by external, violent and visible means which is verified and certified by a Medical Practitioner but does not include any sickness or disease.

**Any one illness** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.

**Adventure Sports** means participation in sports activities such as bungee jumping, sky diving, white water canoeing/rafting and engaging in racing, hunting, mountaineering, ice hockey, winter sports and the like.

**Alternative Treatment** means forms of treatments other than treatment "Allopathy" or "modem medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

**Break in Policy** occurs at the end of the existing Policy term, when the premium due for Renewal on a given Policy is not paid on or before the premium Renewal date or within 30 days thereof.

**Cashless Facility** means a facility extended by the insurer 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 the Network Provider by the insurer to the extent pre-authorization approved.

**Company** means "Universal Sompo General Insurance Company Limited."

**Condition Precedent** means a Policy term or condition upon which the Insurer's liability under the Policy is conditional upon.

**Congenital Anomaly** means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

- a) Internal Congenital Anomaly: means which is not in the visible and accessible parts of the body
- b) External Congenital Anomaly: means which is in the visible and accessible parts of the body

**Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

**Co-pay** means a cost sharing requirement under a health insurance Policy that provides that the Policyholder/Insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.

Cumulative Bonus means any increase in the Sum Insured granted by the insurer without an associated increase in premium.

**Dental Treatment** means a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and Surgery excluding any form of cosmetic Surgery/implants.

**Day Care Centre** means any institution established for day care treatment of illness and/or injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under

- has qualified nursing staff under its employment;
- has qualified medical practitioner/s in charge;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

**Dependent Child** refers to a child (natural or legally adopted), who is financially dependent on You and does not have his / her independent sources of income and is up to 21 years of age

**Disclosure to information norm** means 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.

#### **Day Care Treatment**

Day care treatment refers to medical treatment, and/or surgical procedure which is:

- i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- ii. which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

**Domiciliary Treatment** 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:

- the condition of the patient is such that he/she is not in a condition to be removed to a Hospital, or
- the patient takes treatment at home on account of non-availability of room in a Hospital.

**Emergency Care** means management for a severe 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.

**Family Member** means person(s) whose names are specifically appearing in the Schedule and are related to You as spouse, Dependent Children and / or Dependent Parents.

**Grace period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of Pre-Existing Diseases. Coverage is not available for the period for which no premium is received.

**Hospitalization** means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.

**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 and Regulation) Act, 2010 or under the 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 in-patient 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 Procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance Company's authorized personnel.

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

**Intensive Care Unit** means an identified section, ward or wing of a Hospital which is under the constant supervision of a 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.

**Insured** means the individual whose name is specifically appearing in the Schedule herein after referred as "You"/"Your"/"Yours"/"Yourself".

**Insured Persons** means the individual(s) whose name is/are appearing in the Schedule and shall include his/her spouse, dependent children and/ or parents.

**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.

**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.

a) **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.



b) **Chronic condition** is defined as a disease, Illness, or Injury that has one or more of the following characteristics

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- it needs on-going or long-term monitoring through consultations, examinations, check-ups, and/or tests
- it needs on-going or long-term control or relief of symptoms
- it requires Your rehabilitation or for You to be specially trained to cope with it
- it continues indefinitely
- it comes back or is likely to come back.

## Maternity Expenses shall include:

- Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during Hospitalization).
- Expenses towards lawful medical termination of pregnancy during the Policy Period.

Medical Advise means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

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.

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 license and is not a member of the Insured Person's Family.

Network Provider means Hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

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

- is required for the medical management of the Illness or Injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a Medical Practitioner,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**New Born Baby** means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive.

Nominee means the person(s) nominated by the Insured Person to receive the insurance benefits under this Policy payable on his/her death.

**Non- Network** means any Hospital, day care centre or other provider that is not part of the network.

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.

**OPD Treatment** is 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.

**Policy** means the document evidencing the contract of insurance and includes endorsements issued thereto, changing either the scope of cover, terms and conditions, or any other narration made in the Policy.

**Policy Period** means the period commencing at the Policy Period Start Date and ending at the Policy Period End Date, as specifically stated in the Schedule and for which the insurance cover will remain vali d.

**Pre- Hospitalization Medical Expenses** means the Medical Expenses incurred immediately before the Insured Person is hospitalized, provided that:

- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and
- The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

**Pre- Existing Diseases** 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.

**Portability** means transfer by an individual health insurance Policy Holder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.

**Post Hospitalization Medical Expenses** means the Medical Expenses incurred immediately after the Insured Person is discharged from the Hospital provided that:

- Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required and
- The inpatient Hospitalization claim for such Hospitalization is admissible by the insurance Company.

**Premium** means an agreed amount to be paid by the Policyholder to Us in full and in advance for the purpose of coverage under the Policy. The due payment of Premium and observance of all terms and conditions shall be a condition precedent for acceptance of liability by Us under the Policy.

**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.

**Reasonable and 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.

**Renewal** means 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.

**Room Rent** means the amount charged by a Hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated Medical Expenses.

**Service Providers** means any person, institution or organization that has been empanelled by the Company to provide services to the Insured Person specified in the Policy.

**Schedule** means Schedule attached to and forming part of this Policy mentioning the details of the Insured/Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy would be payable.

**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.

**Subrogation** means the right of the insurer to assume the rights of the Insured Person to recover expenses paid out under the Policy that may be recovered from any other source.

**TPA** means the third party administrator that the Company appoints from time to time as specified in the Schedule.

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

You/Yours/Yourself means the person(s) that We insure and is/are specifically named as Insured in the Schedule.

We/Our/Ours/Us mean Universal Sompo General Insurance Company Limited.

**War** means War, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

## SCOPE UNDER THE POLICY

#### WHAT WE COVER

The Hospitalization expenses of the insured when he/she sustains any injury or contracts any disease and is advised hospitalization by a Medical Practitioner

We will pay Reasonable and Customary charges of the following Hospitalization expenses:

- 1. The Medical Expenses incurred on Room, Boarding and Nursing Expense as provided in the Hospital/ Nursing Home
- 2. The Medical Expenses incurred on Medical Practitioner/ Anesthetist, Consultant fees, Surgeons fees and similar expenses
- 3. The Medical Expenses incurred on Anesthesia, Blood, Oxygen, Operation Theatre, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs, Cost of Organs and similar expenses.
- 4. The medical expenses on treatment arising from or traceable to pregnancy, childbirth and expenses on the treatment of the newly born child up to 5% of the sum insured, subject to such treatment not being carried out before the completion of 9 months from the commencement of the policy
- 5. The Medical Expenses incurred in the 30 days immediately prior before the date You were Hospitalized, provided that any Nursing expenses during Pre Hospitalisation will be considered only if Qualified Nurse is employed on the advice of the attending Medical Practitioner for the duration specified
- 6. The Medical Expenses incurred in the 60 days immediately after Your date of discharge from Hospital provided that any Nursing expenses during Pre Hospitalisation will be considered only if

Qualified Nurse is employed on the advice of the attending Medical Practitioner for the duration specified

7. Cost of Health Checkup: Insured Person shall be entitled for reimbursement of cost of medical checkup once at the end of a block of every four claim free Policies. The reimbursement shall not exceed the amount equal to 1% of the average Basic Sum Insured during the block of four claim free Policies.

#### Additional benefits

- 8. In case of hospitalization of children below 12 years, a lump sum amount of Rs.1000/- as Out of Expenses to any of the parents during the policy period.
- 9. Ambulance charges in connection with any admissible claim limited to Rupees 1000/- per policy period.
- 10. In case of death in hospital, funeral expenses are reimbursed up to Rs.1000/ over and above the sum insured subject to the original illness/accident claim admitted under the policy.

#### NB:

- a) Expenses on Vitamins and Tonics only if forming part of treatment as certified by the attending Medical Practitioner.
- b) The Hospitalization expenses incurred for treatment of any one illness under agreed package charges of the Hospital/Nursing Home will be restricted to 75% of the Sum Insured.
- c) Cashless facility for the medical treatment carried out in Network Hospital/ Nursing home is available through our nominated Third Party Administrator (TPA)
- d) A co-payment of 20% shall be applicable on each and every claim of Insured Person who is above 55 years of age under the Policy
- e) If medical expenses are incurred under two Policy Periods, the total liability shall not exceed the Sum Insured of the Policy during which the Insured Person's medical treatment commenced and the entire claim will be considered under that Policy only
- f) Expenses on hospitalization for a minimum period of 24 hours are admissible. However, this time limit is not applied to specific treatments, i.e. Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy (Kidney stone removal), D&C, Tonsillectomy taken in the Hospital / Nursing Home and where in the insured is discharged on the same day, such treatment will be considered to have been taken under hospitalization benefit. This condition will also not apply in case of stay in Hospital for less than 24 hours provided (a) the treatment is such that it necessitates hospitalization and the procedure involves specialized infrastructural facilities available in hospitals (b) due to technological advances hospitalization is required for less than 24 hours only.

## WHAT WE EXCLUDE

#### 30 days Waiting Period

A waiting period of 30 days will apply to all claims unless:

- i. You have been insured under this Policy continuously and without any break in the previous Policy Year, or
- ii. You were insured continuously and without interruption for at least 1 year under any other Indian insurer's individual health insurance Policy for the reimbursement of medical costs for inpatient treatment in a Hospital, and You establish to Our satisfaction that You were unaware of and had not taken any advice or medication for such Illness or treatment.
- iii. If You renew with Us or transfer from any other insurer and increase the Sum Insured (other than as a result of the application of Cumulative Bonus upon Renewal with Us, then this exclusion shall only apply in relation to the amount by which the Sum Insured has been increased.

### **Pre-existing diseases**

Pre-existing diseases will not be covered until 48 months of continuous coverage have elapsed, since inception of the first Policy with Us; but:

- 1. If You are presently covered and have been continuously covered without any break under:
  - i) An individual health insurance plan with an Indian insurer for the reimbursement of medical costs for inpatient treatment in a Hospital, OR
  - ii) Any other similar health insurance plan from Us, then, Pre-existing diseases exclusion of the Policy stands deleted and shall be replaced entirely with the following:
    - The waiting period for all Pre-existing diseases shall be reduced by the number of Your continuous preceding years of coverage under the previous health insurance Policy;
       AND
    - ii) If the proposed Sum Insured for You is more than the Sum Insured applicable under the previous health insurance Policy (other than as a result of the application of Cumulative Bonus), then the reduced waiting period shall only apply to the extent of the Sum Insured under the previous health insurance Policy.
- 2. Hospitalization expense incurred in the first year of operation of the insurance cover on treatment of the following Diseases:
- Cataract
- Benign Prostatic Hypertrophy
- Myomectomy, Hysterectomy
- Hernia, Hydrocele
- Fistula in anus, Piles
- Arthritis, Gout, Rheumatism
- Joint replacement unless due to accident
- Sinusitis and related disorders
- Stone in the urinary and biliary systems
- Dilatation and Curettage
- Skin and all internal tumors/cysts/nodules/polyps of any kind, including breast lumps unless malignant, adenoids and hemorrhoids
- Dialysis required for rental failure
- Surgery on tonsils and sinuses
- Gastric and duodenal ulcers

However, a waiting period of 1 year will not apply if You were insured continuously and without interruption for at least 1 year under Our or any other Indian insurer's individual health insurance Policy for the reimbursement of medical costs for inpatient treatment in a Hospital.

NB: The reduction in the waiting period specified above shall be applied subject to the following:

- i) We will only apply the reduction of the waiting period if We have received the database and claim history from the previous Indian insurance Company (if applicable);
- ii) We are under no obligation to insure all Insured Persons or to insure all Insured Persons on the proposed terms, or on the same terms as the previous health insurance Policy even if You have submitted to Us all documentation
- iii) We shall consider only completed years of coverage for waiver of waiting periods.
- 1. Injury or Diseases directly or indirectly caused by or arising from or attributable to war, invasion, act of foreign enemy, war like operation (whether war be declared or not).

- 2. Circumcision unless necessary for the treatment of a Disease not otherwise excluded or required as a result of accidental bodily injury; vaccination, inoculation, cosmetic or aesthetic treatment of any description(including any complications arising thereof), plastic surgery except those relating to treatment of Injury or Disease.
- 3. Cost of spectacles and contact lens or hearing aids.
- 4. Dental treatment or surgery of any kind
- 5. Convalescence, general debility, run down condition or rest cure, congenital external disease or defects or anomalies, sterility, venereal disease, intentional self injury and use of intoxicating drugs/alcohols.
- 6. Any expense on treatment related to HIV, AIDS Human T-Cell Lymphotropic Viruses types III (III-LB-III) or Lymphadinopathy Associated viruses (LAV) or the Mutant derivatives or Variations Deficiency Syndrome and all related medical condition.
- 7. Expenses on Diagnostic, X-Ray, or Laboratory examinations unless related to the treatment of Disease or Injury falling within ambit of Hospitalisation or Domiciliary Hospitalisation claim.
- 8. Voluntary medical termination of pregnancy during first 12 weeks from the date of conception and expenses on treatment of any infertility, sub fertility or assisted conception treatment.
- 9. Injury or Diseases directly or indirectly caused by or contributed to by nuclear weapons/material.
- 10. Any expense on treatment of Insured Person as outpatient in a Hospital.
- 11. Any expense on Naturopathy, non-allopathic treatment and/or any treatments not approved by Indian Medical council Any expense related to Disease/Injury suffered whilst engaged in adventurous sports like hand gliding, mountaineering, rock climbing, sky diving, professional or amateur racing, parachuting, skiing, ice skating, ballooning, river rafting, polo playing, horse racing or sports of similar nature.
- 12. External medical equipment of any kind used at home as post hospitalisation care like wheelchairs, crutches, instruments used in treatment of sleep apnea syndrome (C.P.A.P) or continuous peritoneal ambulatory dialysis (C.P.A.D) and oxygen concentrator for bronchial asthmatic condition, etc.
- 13. Any expense under Domiciliary Hospitalisation
- 14. Pre and post natal expenses are excluded unless incurred as inpatient in a hospital
- 15. War, riots, strike, terrorism acts, nuclear weapon induced treatment

#### **CLAIMS PROCEDURE**

## A) Reimbursement Claims Process:

Upon happening of any injury / Disease which may give rise to a claim under this Policy

- You shall give Us a notice to Our call centre immediately and also intimate in writing to Our Policy issuing office but not later than 7 days from the date of Hospitalisation. A written statement of the claim will be required and a Claim Form will be completed and the claim must be filed within 30 days from the date of discharge from the Hospital or completion of treatment.
- You must give all original or copies of bills, receipts, certificates, post-mortem report in the event of death, information and evidences from the attending Medical Practitioner / Hospital / Chemist / Laboratory as required by Us. On receipt of intimation from You regarding a claim under the Policy, We are entitled to carry out examination and obtain information on any alleged Injury or Disease requiring Hospitalisation if and when We may reasonably require.

## **B)** Cashless Claims:

Cashless Service: You can avail cashless hospitalisation facility at any hospital in the network of the TPA. We will provide a Cashless Service by making payment to the extent of Our liability direct to the Network

Hospital as long as We are given notice that the Insured Person wishes to avail Cashless Service accompanied by full particulars at least 48 hours before any planned treatment or Hospitalisation or within 24 hours after the treatment or Hospitalisation in the case of an emergency (namely a sudden, urgent, unexpected occurrence or event, bodily alteration or occasion requiring immediate medical attention).

In case if You want to avail cashless facility in any of the network hospital you shall follow the process as mentioned below.

- Carry the Health Card/ copy of E-cards.
- Obtain Pre Authorization form from the hospital counter.
- Fill up the form and submit it at the hospital counter.
- Ensure that hospital faxes the pre authorization form to TPA or you can fax the form to TPA yourself.
- Once the form has been faxed, TPA will send the authorization to the Hospital.
- Once cash less approval is received, patient need not pay the bill to the hospital for covered medical expenses

#### **Claim Processing**

- 1. We shall settle claim(s) as per Policy terms and conditions, including its rejection, within thirty days of the receipt of the last necessary claim document
- 2. We shall have no liability under this Policy, once the Sum Insured (Maximum Limit of Indemnity) with respect to any of the Sections, is exhausted by You or Your Insured Family Member.
- 3. All admissible claims under this Policy shall be paid by Us within 7 working days from date of acceptance of such a claim. In case of delay in the payment, We shall be liable to pay interest at a rate which is 2% above bank rate prevalent at the beginning of the financial year in which claim is reviewed by Us.
- 4. We shall condone delay on merit for delayed claims where the delay is proved to be beyond Your control.

#### **GENERAL CONDITIONS:**

#### 1. Arbitration

Should any dispute arise between Us and You on the quantum of amount payable, liability being otherwise admitted by us, such dispute will be referred to Arbitration proceedings in accordance with Arbitration and Conciliation Act of 1996 as amended from time to time. Further the making of an award by Arbitrator(s) shall be a condition precedent to any right of action or suit by You against Us

#### 2. Co-pay

A Co-pay of 20% on each and every claim shall be applicable if You are above 55 years of age under the policy

#### 3. Contribution

If at the time of a claim there is another insurance Policy or other contract in the Your name which covers You for the same expense or loss, We will only pay Our proportionate share of the loss. Our Proportionate share will be calculated by determining the percentage Our Policy maximum bears to the total amount of insurance in force as to the loss.

## 4. Cancellation

We may cancel this Policy by sending 15 days' notice in writing by recorded delivery to You at Your last known address, However this clause shall not be exercised except on grounds of fraud,

misrepresentation, or suppression of any material fact either at the time of taking the policy or any time during the currency of the policy or bad moral hazard. You will then be entitled to a pro-rata refund of premium for the un-expired period of this Policy from the date of cancellation, which We are liable to pay on demand.

You may cancel this Policy by sending a written notice to Us. Retention premium for the period we were on risk will be calculated based on following short period table and the balance will be refunded to you subject to the condition that no claim has been preferred on us:

Upto 1 month

Above 1 month and upto 3 months

Above 3 months and upto 6 months

Above 6 months

25% of annual premium

75% of annual premium

100% of annual premium

## 5. Three Month Notice

We shall give You notice in the event We may decide to revise, modify or withdraw the product. Such notice shall be given to You at least three months prior the date when such modification or revision or withdrawal comes into effect. We also promise You that

- i. In case of modification or revision, the notice given to You shall detail the reasons for such revision or modification, in particular the reason for an increase in premium (if any) and the quantum of such increase.
- The product shall be withdrawn only after due approval from the Insurance Regulatory and Development Authority. However, if You do not respond to Our intimation in case of such withdrawal, the Policy shall be withdrawn on the Renewal date and We shall provide You with an option to migrate to a substitute product offered by Us, subject to portability conditions.

#### 6. Disclaimer Clause

In case of any claim under the Policy which is not admitted by us and such claim shall not have been made subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.

### 7. Free Look Period

We shall give Youa Free Look Period. at the inception of the Policy and:

- 1. You 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.
- 2. If You have not made any claim during the Free Look period, You shall be entitled to
  - a) A refund of the premium paid less any expenses incurred by Us on Your medical examination and the stamp duty charges or;
  - b) where the risk has already commenced and the option of return of the Policy is exercised by You, a deduction towards the proportionate risk premium for period on cover or;
  - c) Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period.

#### 8. Fraud

All benefit under this Policy shall be forfeited and the policy shall be treated as void in case of any fraudulent claims or if any fraudulent means are used by You or anyone acting on Your behalf to obtain any benefit under this Policy.

## 9. Geographical Limit

The geographical scope of this Policy will be India, Nepal and Bhutan and all claims shall be payable in Indian currency.

### 10. Mis-description

This Policy shall be void and premium paid shall be forfeited to Us in the event of mis-representation, mis-description or non-disclosure of any materials facts by you. Non- disclosure shall include non-intimation of any circumstances which may affect the insurance cover granted.

## 11. Multiple Policies

- i. If two or more policies are taken by You / Insured Persons during the period for which You/ Insured Person are/is covered under this Policy from one or more insurers, the contribution clause shall not be applicable where the cover/ benefit offered:
  - is fixed in nature viz. Personal Accident if available under the Policy
  - does not have any relation to the treatment costs;
- ii. We also agree that even if, You/ Insured Person are/is covered under multiple policies providing Personal Accident, We shall make the claim payments independent of payments received under other similar policies in respect of the covered event.
- iii. We agree that even if two or more policies are taken by You/ Insured Person during the time for which You/ Insured are/is covered under this Policy from one or more insurers for indemnification of Your Hospitalisation treatment costs, We shall not apply the Contribution clause and You shall have the following rights
  - You may choose to get the settlement of claim from Us as long as the claim is within the limits of and according to terms and conditions of the Policy
  - If the amount to be claimed exceeds the Sum Insured under a single Policy after consideration of the deductible and co-pay, You/ Insured Person shall have the right to choose any insurers including Us by whom You/ Insured Person wish Your claim to be settled. In such cases, We shall settle the claim with contribution clause
  - Except for the Personal Accident cover, in case if You/ Insured Person have taken policies from Us and one or more insurers to cover the same risk on indemnity basis, You/ Insured Person shall only be indemnified the hospitalization costs in accordance with the terms and condition of the Policy.

#### 12. Nominee

You can at the inception or at any time before the expiry of the Policy, make a nomination for the purpose of payment of claims under the Policy in the event of death. In absence of Your declaring nomination at the time of proposals, all benefits accrued under the Policy shall be given to your legal heir/dependants.

Any change of nomination shall be communicated to Us in writing and such change shall be effective only when an endorsement on the Policy is made by Us.

In case of any Insured Person other than You under the Policy, for the purpose of payment of claims in the event of death, the default nominee would be You.

#### 13. Notice

Every notice and communication to the Company required by this policy shall be in writing. Initial notification can be made by telephone

## 14. Policy Disputes

Any and all disputes or differences under or in relation to this Policy shall be determined by the Indian Courts and subject to Indian law. The dispute on quantum on payment of losses or any other dispute explained in the paragraph shall be preferred to be dealt and resolved under the alternative dispute resolutions system including Arbitration and Conciliation Act of India.

#### 15. Portability

If You were insured continuously and without a break under another Indian similar health insurance Policy with any other Indian General Insurance company or from Us, it is understood and agreed that:

- a) If You wish to exercise the Portability Benefit, We should have received Your application with complete documentation at least 45 days before the expiry of Your present period of insurance;
- b) This benefit is available only at the time of Renewal of the existing health insurance Policy.
- c) The Portability Benefit shall be applied subject to the following:
  - 1. Your proposal shall be subject to Our medical underwriting
  - 2. We reserve the right to modify or amend the terms and the applicability of the Portability Benefit in accordance with the provisions of the regulations and guidance issued by the Insurance Regulatory and Development Authority as amended from time to time

#### 16. Renewal

- a. Your Policy shall ordinarily be renewable till 80 years of age except on grounds of fraud, moral hazard or misrepresentation or non-cooperation by You/ any of the Insured Person
- b. The Renewal of a Policy sought by You shall not be denied arbitrarily. If denied, We shall provide You with cogent reasons for such denial of Renewal.
- c. We shall not deny the Renewal of the Policy on the ground that You had made a claim or claims in the previous or earlier years, except for the optional benefit covers where the coverage under the benefits viz. Personal Accident shall terminate following payment
- d. We shall provide for a mechanism to condone a delay in Renewal up to 30 days from the due date of Renewal without deeming such condonation as a Break in Policy. However coverage shall not be available for such period.
- e. If You move into a higher age band, the premium will increase at the next Renewal. However, this Policy will not be subject to any alteration in premium rates generally introduced until the next Renewal.
- f. If the Policy is not renewed within the Grace Period then We may agree to issue a fresh Policy subject to Our underwriting criteria and no continuing benefits shall be available from the expired Policy.
- g. All premiums are payable in advance of any cover under this Policy being provided.
- h. The basic premium applicable under the Policy may be revised at a later stage subject to approval from IRDA.
- i. We shall provide You with a substitute product if You have reached maximum renewable age under the Policy and suitable credits (continuity benefits) for all the previous policy years that You have been covered shall be provided to You if the Policy has been maintained without break.

## Please note:

This Policy is in force for the Policy Period in Your Policy Schedule and is renewable subject to the terms provided at the time of each Renewal. We, however, are not bound to give notice that the Policy due for Renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

## 17. Subrogation

You shall do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by Us for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which We are or would become entitled upon Us making reimbursement under this Policy, whether such acts or things shall be or become necessary or required before or after Our payment. You shall not prejudice these subrogation rights in any manner and shall provide Us with whatever assistance or cooperation is required to enforce such rights. Any recovery We make pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and Our costs and expenses of effecting a recovery, where after We shall pay any balance remaining to You.

### 18. Substitute Product

In case We may decide to withdraw this product under which this Policy is issued to You or where the children have reached maximum eligibility age or where Your maximum renewable age under the Policy has been reached, We shall provide You with an option to buy a substitute health insurance Policy from Us.

You will be given the Portability credit based on the number of years of continuous and uninterrupted insurance cover under this Policy towards the waiting periods in the new substitute health insurance Policy issued by Us.

#### 19. Sum Insured Enhancement

We shall allow you to enhance Your Sum Insured only upon Renewal, subject to Our underwriter's approval.

#### **20.** Notices and Claims

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to:

## Universal Sompo General Insurance Co. Ltd.

Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710

**Toll Free Numbers**: : 1800-200-5142

**Landline Numbers:** +91-22-39635200

E-mail Address: contactus@universalsompo.com Toll Free Fax Numbers: 1800-200-9134

**Note**: Please include your policy number for any communication with us.

Claims Disclaimer In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1800-200-5142 or on chargeable numbers at +91-22-39635200. Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability.

In case of any discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.

## 21. Grievances

In case You are aggrieved in any way, You may register a grievance or Complaint by visiting our website or write to us on <u>contactus@universalsompo.com</u>.

You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our Registered Office.

You may also contact on our- Toll Free Numbers: 1800-200-5142 or on chargeable numbers at +91-22-39635200.; and also send us fax on toll free no: 1800-200-9134

- You can also visit our Company website and click under links Grievance Notification
- You can also send direct mail to the concerned authorities at-rajivkumar@universalsompo.com

If the issue still remains unresolved, You may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of Your grievance.

The details of Insurance Ombudsman are available below and are also available on <a href="http://www.irdaindia.org/ins\_ombusman.htm">http://www.irdaindia.org/ins\_ombusman.htm</a>

Office of the Ombudsman	Contact Details	
AHMEDABAD	2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380	
	<b><u>014.</u></b> Tel:079-27546840; Fax: 079-27546142; Email: <u>ins.omb@rediffmail.com</u>	
BHOPAL	Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market,	
	<b>BHOPAL</b> (M.P.)-462 023. Tel: 0755-2569201; Fax:0755-2769203;	
	Email: bimalokpalbhopal@airtelmail.in	
BHUBANESHWAR	<b>HUBANESHWAR</b> 62, Forest Park, <b>BHUBANESHWAR-751 009.</b> Tel: 0674-2596455; Fax:0674-	
	2596429; Email ioobbsr@dataone.in	
CHANDIGARH	S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017.	
	Tel:0172-2706468; Fax:0172-2708274; Email ombchd@yahoo.co.in	
CHENNAI	Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI</b> -	
	<u><b>600018.</b></u> Tel:044-24333668/5284; Fax:044 24333664 ;Email <u>insombud@md4.vsnl.net.in</u>	
NEW DELHI	2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002.	
	Tel: 011-23239633; Fax: 011-23230858; Email : <u>iobdelraj@rediffmail.com</u>	
GUWAHATI	"Jeevan Nivesh", 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781</u>	
	<b>001 (ASSAM).</b> Tel:0361-2132204/5; Fax: 0361-	
	2732937; Email ombudsmanghy@rediffmail.com	
HYDERABAD	6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004.</b>	
	Tel: 040-65504123; Fax: 040-23376599; Email <a href="mailto:insombudhyd@gmail.com">insombudhyd@gmail.com</a>	
ERNAKULAM	2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road,	
	<b>ERNAKULAM-682 015.</b> Tel: 0484-2358759; Fax: 0484-2359336;	
	Email <u>iokochi@asianetindia.com</u>	
KOLKATA	North British Bldg., 29, N.S. Road, 4 <sup>th</sup> Floor, KOLKATA-700 001.	
	Tel : 033-22134866; Fax : 033-22134868; Email <u>iombsbpa@bsnl.in</u>	
LUCKNOW	Jeevan Bhawan, Phase-2, 6 <sup>th</sup> Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-</u>	
	<b>226 001.</b> Tel: 0522 -2231331; Fax: 0522-	
	2231310; Email insombudsman@rediffmail.com	
MUMBAI	3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI-400 054.	
	Tel : 022-26106928; Fax : 022-26106052; Email <u>ombudsmanmumbai@gmail.com</u>	

## ADDITIONAL EXTENSION

## **Personal Accident Death Cover:**

In case you have opted for additional cover against Personal Accident- Death only benefit and have paid additional premium, We will pay a lump sum amount as mentioned in the table below in the

event of Accidental Death of the Insured whose name is appearing in the Schedule forming part of this Policy

The Sum Insured as under shall be applicable as below.

Insured Person	% of Sum Insured
In case of Death of Account Holder	100% of the Sum Insured
In case of Death of Spouse	50% of the Sum Insured
In case of Death of Children above 12 years of age	20% of the Sum Insured
In case of Death of Children upto 12 years of age	10% of the Sum Insured

## WHAT WE EXCLUDE

- 1. Natural Death
- 2. Payment of compensation in respect of death as a consequence of/resulting from
  - A. Committing or attempting suicide, intentional self-injury.
  - B. Whilst under influence of intoxicating liquor or drugs.
  - C. due to Drug addiction or alcoholism.
  - D. Whilst engaged in any adventurous sports like hand gliding, mountaineering, rock climbing, sky diving, professional or amateur racing, parachuting, skiing, ice skating, ballooning, river rafting, polo playing, horse racing or sports of similar nature and/or hazardous activities like persons working in underground mines, explosives, workers involved in electrical installations with High tension supply, jockeys, circus personnel or activities of similar nature
  - E. Committing any breach of law with criminal intent.
  - F. War, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalization or requisition by or under the order of any government or public authority.
- 3. Consequential loss of any kind and/or any legal liability
- 4. Pregnancy including child birth, miscarriage, abortion or complication arising there from.
- 5. Participation in any naval, military or air force operations.
- 6. Venereal or sexually transmitted diseases.