

 **MAGMA HDI**  
General Insurance Company Ltd.

  
**Policy Wordings**  
General Insurance Company Ltd.

# Magma Health Care Insurance Policy

# MAGMA HEALTHCARE INSURANCE POLICY

## WORDINGS

This policy is an evidence of the contract between you and MAGMA-HDI 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 for the policy period stated in the schedule or further period of insurance for which we may accept the premium for renewal of this policy, 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, or Domiciliary Hospitalization 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:

1. **Proposal form** : The application form you sign for this insurance and any other information you give to us or which is given to us on your behalf.
2. **Policy:** Policy wording, the Schedule, the proposal form and any applicable endorsement or memoranda.
3. **Schedule:** It provides details of the insured person(s), which are in force and the level of cover Insured Person(s) have.
4. **Sum Insured:** It means the Monetary Amounts shown against insured person(s) which will be our maximum liability during the policy period.
5. **Period of Insurance:**

The time period for which the contract of insurance is valid as shown in the schedule

6. **Medically Necessary** - any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
  - a. is required for the medical management of the illness or injury suffered by the insured;

- b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- c. Must have been prescribed by a medical practitioner;
- d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

7. **Insured Person** : The person named as Insured person(s) in the Schedule which may include you and your family inclusive of dependent parents.

The dependent parents will be provided cover on an Individual Sum Insured basis.

8. **Injury**: It shall mean 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.

9. **Disease** It shall mean a condition affecting the general wellbeing and health of the body that first manifests itself in the Period of Insurance and which requires treatment by a Home Medical Practitioner. Disease does not include any mental disease (a mental or bodily condition marked by disorganization of personality, mind, and emotions to impair the normal psychological, social or work performance of the individual) regardless of its cause or origin.

10. **Medical Practitioner**: A Medical practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license.

11. **Qualified Nurse**: Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

12. **In-patient Care**: Inpatient care means treatment for which the insured Person has to stay in a hospital for more than 24 hours for a covered event.

13. **Hospital/Nursing Home** : A hospital means any institution established for in- patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital 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:

- a. has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- b. has qualified nursing staff under its employment round the clock;
- c. has qualified medical practitioner (s) in charge round the clock;
- d. has a fully equipped operation theatre of its own where surgical procedures are carried out
- e. maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.

#### 14. **Hospitalisation**

- a. Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments(detailed below), where such admission could be for a period of less than 24 consecutive hours. However for specific treatment like Dialysis, Chemotherapy, Radiotherapy, Eye Surgery, Lithotripsy(Kidney Stone removal), Tonsillectomy , D&C ,Dental Surgery due to accident ,Hysterectomy ,Coronary Angioplasty, Surgery of Gall Bladder, Pancreas & Bile Duct, surgery of Hernia, Surgery of Hydrocele, Surgery of Prostrate, Gastrointestinal surgery, Surgery of Nose, Surgery of Throat, Surgery of Appendix, Surgery of Urinary System, Arthroscopic Knee Surgery, Laparoscopic Therapeutic Surgeries, Treatment of Fractures/Dislocation excluding hairline fracture, Contracture releases & minor reconstructive procedures of limbs which otherwise require hospitalization taken in the Hospital/Nursing Home and the Insured is discharged on the same day, the above time limit of 24 hours will not apply.

#### 15. **Pre-Hospitalisation expenses:** Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:

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

#### 16. **Post Hospitalisation expenses** Medical Expenses incurred immediately after the Insured Person is Hospitalised, provided that:

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

#### 17. **Domiciliary Hospitalisation** 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:

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

#### 18. **Reasonable Charges** Reasonable 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 .

#### 19. **Pre-existing Disease** 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 prior to the first policy issued by the insurer.

#### 20. **Any one illness:** 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

21. **Surgery:** 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.
22. **TPA** means a Third Party Administrator, who, for the time being, is licensed by the Insurance Regulatory and Development Authority, and is engaged ,for a fee or remuneration ,by whatever name called as may be specified in the agreement with the Company ,for the provision of health services.
23. **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.
24. **Day Care Procedure** refers to medical treatment, and/or surgical procedure which is:
- undertaken under General or Local Anaesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
  - 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.
25. **Network** means all such Hospitals, day care centres or other providers that We have mutually agreed with, to provide services like cashless access to Policyholders. The list is available with Us and subject to amendment from time to time.
26. **Non-Network** means any Hospital, day care centre or other provider that is not part of the Network.
27. **Cashless facility**  
"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.
28. **Congenital Anomaly**  
Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.
29. **Contribution**  
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 ratable proportion.
30. **Cumulative Bonus**  
Cumulative Bonus shall mean any increase in the sum assured / Mallus granted by the insurer without an associated increase in premium.
31. **Dental Treatment**

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

### 32. **OPD treatment**

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.

### 33. **Portability**

Portability means the right accorded to an individual health insurance policy holder (including family cover) to transfer the credit gained by the insured for pre-existing conditions and time bound exclusions if the policyholder chooses to switch from one insurer to another insurer or from one plan to another plan of the same insurer, provided the previous policy has been maintained without any break.

### 34. **Room rent**

Room Rent shall mean the amount charged by a hospital for the deductibles occupying of a bed and associated medical expenses. Deductible is a cost sharing requirement that provides that We will not be liable for the amount of covered Medical Expenses, as specifically mentioned in the Policy Schedule, which has to be borne by You for each and every Claim during the Policy Period, before it becomes payable by Us under the Policy. This is to clarify that a deductible does not reduce the sum insured.

### 35. **Grace Period**

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.

### 36. **Network Provider**

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 of cashless facility.

### 37. **Illness**

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** - Acute condition is a medical condition that can be cured by Treatment
- b. **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 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.

**38. Medical Advice**

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

**39. Medical Expenses**

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.

**40. Notification of Claim:**

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.

**41. Deductible**

A deductible is a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured.

**42. WE/OURS/US** It means **MAGMA-HDI GENERAL INSURANCE COMPANY LTD.**

**43. You/Your/Policyholder** means the person named in the Schedule who has concluded this Policy with Us

**44. Two Policy Period**

. If medical expenses are incurred under two Policy Periods, the claims shall be paid taking into consideration the available sum insured in the two policy period, including the deductibles for each policy period. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/due date of premium of health insurance policy, if not received earlier.

**45. Waiting period**

This is the period in which the company shall not make any payment in respect of any claim as stated in the coverage section of the policy wordings.

**46. Accident**

Sudden, unforeseen and involuntary event caused by external and visible means

**47. Condition Precedent**

Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**48. Day care center**

A day care center means any institution established for day care treatment of sickness and / or injuries or a medical set-up 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.

#### **49. Dependent Child**

Dependent Children mean all unmarried children, stepchildren or legally adopted children who are above 91 days and under 23 years of age and are financially dependent on Insured.

#### **50. Family:**

Family is defined as an unit comprising of the Insured and any one or more of the following:

- Spouse
- Two Dependent Children

#### **51. Disclosure to information norm**

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

#### **52. Emergency Care**

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.

#### **53. Alternative treatments**

Alternative treatments are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

#### **54. Maternity expense**

Maternity expense / treatment shall include the following Medical treatment Expenses:

- a. Medical Expenses for a delivery (including complicated deliveries and caesarean sections) incurred during Hospitalization;
- b. The lawful medical termination of pregnancy during the Policy Period limited to 2 deliveries or terminations or either during the lifetime of the Insured Person;
- c. Pre-natal and post-natal Medical Expenses for delivery or termination.

#### **55. Renewal**

Renewal defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

#### **56. Adventorous Sports**

Adventorous Sports is defined as certain activities perceived as having a high level of inherent danger. The activities often involve speed, height, high level of physical exertion and highly specialized gear.



### BASIC COVERAGE

<u>WHAT WE COVER</u>	<u>WHAT WE EXCLUDE</u>
<p>The Hospitalization expenses of the insured when he/she sustains any injury or contracts any disease and is advised hospitalization by a Medical Practitioner</p> <p>We will pay Reasonable charges of the following Hospitalization expenses:</p> <ol style="list-style-type: none"> <li>1. Room, Boarding and Nursing Expense as provided in the Hospital/Nursing Home subject to following limits.               <ol style="list-style-type: none"> <li>a) Sub limit per day for Normal Room expenses: 2% of Basic Sum Insured subject to maximum of Rs 5000/-</li> <li>b) Intensive Care/ Therapeutic Unit expenses: No limit Subject to a limit of 25% of Sum Insured per illness for the expenses incurred under 1(a) &amp; (b) above.</li> </ol> </li> <li>2. Medical Practitioner/ Anesthetist, Consultant fees, Surgeons fees and expenses subject to a limit of 25% of Sum Insured per illness.</li> <li>3. Expenses 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 subject to a limit of 50% of Sum Insured per illness.</li> </ol> <p>NB: 1 Expenses on Vitamins and Tonics only if forming part of treatment as certified by the attending Medical Practitioner.</p> <p>NB: 2 Expenses incurred for Domiciliary Hospitalization will be paid up to a maximum aggregate sub-limit of 20% of the Basic Sum Insured.</p> <p>NB: 3 The Hospitalization expenses</p>	<ol style="list-style-type: none"> <li>1.Hospitalisation/Domiciliary Hospitalisation expenses arising from all Diseases/ Injuries which are in Pre-existing Condition.</li> </ol> <p>This exclusion shall be waived if you continue a medical insurance cover with any Non-Life Insurer for a continuous period of minimum 48 months and there had been no claim, treatment or advice from a Medical Practitioner in relation to such Pre-existing Condition during that 48 months period.</p> <ol style="list-style-type: none"> <li>2.Hospitalisation/Domiciliary Hospitalisation expenses for any Disease which incepts during first 30 days of commencement of this Insurance cover.</li> <li>3.Hospitalization/Domiciliary Hospitalization expense incurred in the first year of operation of the insurance cover on treatment of the following Diseases :           <ul style="list-style-type: none"> <li>• Cataract</li> <li>• Benign Prostatic Hypertrophy</li> <li>• Myomectomy, Hysterectomy</li> <li>• Hernia, Hydrocele</li> <li>• Fistula in anus, Piles</li> <li>• Arthritis, Gout, Rheumatism</li> <li>• Joint replacement unless due to accident</li> <li>• Sinusitis and related disorders</li> <li>• Stone in the urinary and biliary systems</li> <li>• Dilatation and Curettage</li> <li>• Skin and all internal tumors/cysts/nodules/polyps of any kind, including breast lumps unless malignant, adenoids and hemorrhoids</li> <li>• Dialysis required for renal failure</li> <li>• Surgery on tonsils and sinuses</li> <li>• Gastric and duodenal ulcers</li> </ul> </li> <li>4.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).</li> <li>5.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</li> </ol>

<p>incurred for treatment of any one illness under agreed package charges of the Hospital/Nursing Home will be restricted to the limit of Sum Insured (including Cumulative Bonus).</p> <p>NB: 4 Expenses incurred towards Ayush &amp;/or Homeopathy treatment will be paid up to a maximum of Sum Insured (including Cumulative Bonus) provided the treatment is carried out in a government hospital or in any institute recognized by government and/or accredited by Quality Council of India/National Accreditation Board on Health or any other suitable institution.</p> <p>NB: 5 Cost of Health Check Up: Insured Person shall be entitled for reimbursement of cost of medical check up 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.</p> <p>4.</p> <p>(a) An additional Daily Allowance of Rs. 250/- per day for the duration of Hospitalization towards miscellaneous expenses for the admissible claim only. The maximum amount payable under this benefit is limited to Rs 1250/-per hospitalization.</p> <p>(b)An ambulance charge in connection with any admissible claim for Rupees 750/- per claim subject to maximum of Rs 1500/- for the entire policy period.</p> <p><b>Note :</b></p> <p>1. Pre-Hospitalization expenses for maximum period of 30 days prior to admission to Hospital and Post-Hospitalization expenses for maximum period of 60 days from</p>	<p>complications arising thereof), plastic surgery except those relating to treatment of Injury or Disease .</p> <p>6. Cost of spectacles and contact lens or hearing aids.</p> <p>7. Dental treatment or surgery of any kind unless hospitalization is necessitated.</p> <p>8. 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.</p> <p>9. Any expense on treatment related to HIV, AIDS and all related medical conditions.</p> <p>10. Expenses on Diagnostic, X-Ray, or Laboratory examinations unless related to the treatment of Disease or Injury falling within ambit of Hospitalization or Domiciliary Hospitalization claim.</p> <p>11. Expenses on treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these, including caesarean section and any infertility, sub fertility or assisted conception treatment except for ectopic pregnancy.</p> <p>12. Injury or Diseases directly or indirectly caused by or contributed to by nuclear weapons/material.</p> <p>13. Any expense on outpatient treatment of Insured Person except for those expenses incurred for related treatment during post-hospitalization period.</p> <p>14. Any expense on treatments not approved by Indian Medical council except for those specifically covered under the policy.</p> <p>15. Any expense related to Disease/Injury suffered whilst engaged in adventurous sports like aerobatics, rafting, ice climbing and gliding, kite surfing, mountain biking, mountaineering, para gliding ,scuba diving, sky diving, snow skating etc.</p> <p>16. Any Expense of any treatment related to <b>Human T-Cell Lymphotropic Viruses</b> types III (III-LB-III) or <b>Lymphadenopathy Associated viruses (LAV)</b> or the <b>Mutant derivatives</b> or <b>Variations Deficiency Syndrome</b>.</p>
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<p>the admission to Hospital are payable subject to overall SI limit of the Insured Person.</p> <ul style="list-style-type: none"> <li>• Post-Hospitalization expenses for maximum period of 60 days from the admission to Hospital are payable subject to maximum of Rs 5000/- of the Insured Person. Any Nursing expenses during Pre and Post Hospitalisation will be considered only if Qualified Nurse is employed on the advice of the attending Medical Practitioner for the duration specified</li> </ul> <p>2. If medical expenses are incurred under two Policy Periods, the claims shall be paid taking into consideration the available sum insured in the two policy period, including the deductibles for each policy period. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/due date of premium of health insurance policy, if not received earlier. If medical expenses are incurred under two Policy Periods, the claims shall be paid taking into consideration the available sum insured in the two policy period, including the deductibles for each policy period. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/due date of premium of health insurance policy, if not received earlier.</p> <p>3. Our liability in respect of all claims admitted during the period of insurance shall not exceed the Sum Insured per person mentioned in the Schedule.</p>	<p>17. 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.</p> <p>18. Any expense under Domiciliary Hospitalisation for</p> <p>21. Pre and Post Hospitalisation treatment</p> <p>22. Treatment of following diseases:</p> <ol style="list-style-type: none"> <li>a. Asthma</li> <li>b. Bronchitis</li> <li>c. Chronic Nephritis and Nephritic Syndrome</li> <li>d. Diarrhoea and all type of Dysenteries including Gastro-enteritis</li> <li>e. Diabetes Mellitus</li> <li>f. Epilepsy</li> <li>g. Hypertension</li> <li>h. Influenza, Cough and Cold</li> <li>i. All types of Psychiatric or Psychosomatic Disorders</li> <li>j. Pyrexia of unknown origin for less than 15 days</li> <li>k. Tonsillitis and Upper Respiratory Tract infection including Laryngitis and Pharyngitis</li> <li>l. Arthritis, Gout and Rheumatism</li> <li>m. Dental Treatment or Surgery</li> </ol> <p>23. Any treatment not exceeding three days.</p> <p>19. War, terrorism acts, nuclear weapon induced treatment</p> <p>20. Hospital Registration Charges, Admission Charges, Record Charges and Telephone Charges</p> <p>24. Treatment of obesity</p> <p>25. NON –MEDICAL EXPENSES INCLUDING PERSONAL COMFORT / CONVENIENCE ITEMS/SERVICES SUCH AS TELEPHONE/TELEVISION/AYA/BARBER/BEAUTY SERVICES/DIET CHARGES/BABY FOOD/COSMETICS/NAPKINS/TOILETRIES/GUEST SERVICES ETC.</p> <p>26. Hormone replacement therapy</p> <p>27. Psycho somatic disease &amp;/or Mental illness</p>
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However, additional benefits as mentioned above will be over and above the Sum Insured as stated.	
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**GENERAL CONDITIONS:****1. Notice:**

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

**2. Misdescription:**

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



### **3. Claim Procedure:**

A) Upon happening of any injury/disease which may give rise to a claim under this policy, You must comply with the following procedures :

i. Cashless Claims Procedure:

- Cashless treatment is only available at Network Hospitals through TPA. In order to avail of cashless treatment, the following procedure must be followed by You:
- Prior to taking treatment and/or incurring Medical Expenses at a Network Hospital, You must call Us and request pre-authorization by filling up the pre-authorization form.
- After considering Your request and after obtaining any further information or documentation We have sought, We may if satisfied send You or the Network Hospital, an authorization letter. The authorization letter, the ID card issued to You along with this Policy and any other information or documentation that We have specified must be produced to the Network Hospital identified in the pre-authorization letter at the time of Your admission to the same.
- If the above procedure is followed, You will not be required to directly pay for the Medical Expenses in the Network Hospital that We are liable to indemnify under Cashless facility and the original bills and evidence of treatment in respect of the same shall be left with the Network Hospital. Pre-authorization does not guarantee that all costs and expenses will be covered. We reserve the right to review each claim for Medical Expenses and coverage will be determined according to the terms and conditions of this Policy. You shall, in any event, be required to settle all other expenses directly.

ii. Reimbursement Claims Procedure

- Notification of Claim: You or someone claiming on Your behalf must inform Us in writing immediately within 48 hours of hospitalization in case of emergency hospitalization & 48 hours prior to hospitalization in case of planned hospitalization.
- You must immediately consult a Doctor and follow the advice and treatment he recommends.
- You must take reasonable steps or measures to minimize the quantum of any claim that may be made under this Policy.
- You or someone claiming on Your behalf must promptly and in any event within 30 days of discharge from a Hospital give Us the documents as listed below and other information We ask for to investigate the claim or Our obligation to make payment for it.
- In the event of the death of the insured person, someone claiming on his behalf must inform Us in writing immediately and send Us a copy of the post mortem report (if any) within 30 days.
- In the event of a claim, the original documents are to be submitted.
- If the original documents are submitted with the coinsurer, the Xerox copies attested by the co-insurer should be submitted along with the letter confirming the status of the claims & settlement details (if any).
- Following documents are required to be submitted by You:
  - First Consultation letter from the Doctor.
  - Claim Form duly completed.

- Original Hospital Discharge Certificate.
- Original Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups are to be given for OT Charges, Doctor's Consultation and Visiting Charges, OT Consumables, Transfusions, Room Rent etc.
- Original Money Receipt duly signed with Revenue Stamp.
- All original Laboratory and Diagnostic Test Reports, eg. X-Ray, ECG, USG, MRI Scan, Haemogram etc.

**B) Claim Payment:**

All admissible claims under this policy shall be settled by Us within the stipulated time period from the date of receipt of all requisite claim/investigation papers as laid down in Protection of Policy holders' Interests Regulations, 2002

**4. Contribution**

If, when any claim arises, there is in existence any other insurance (other than Critical Illness insurance Policy) covering the same loss/liability, compensation, costs or expenses, We will pay only Our ratable proportion of the claim. The benefits under this Policy shall be in excess of the benefits available under Critical Illness Insurance Policy.

**5. Cumulative Bonus**

If You renew Your Magma Health Care Policy with Us without any break in the Policy Period and there has been no claim in the preceding year, We will increase the Limit of Indemnity by 5% per annum but :

- iii. The maximum cumulative increase in the Limit of Indemnity will be limited to 50% of Sum Insured.
- iv. If a claim is made in any any year where a cumulative increase has been applied, then the increased limit of indemnity shall be reduced by 5%, except that the Limit of Indemnity applicable to Your first Magma Health Care Policy with Us shall be preserved.
- v. This clause does not alter the annual character of this insurance or Our right to decline to renew or to cancel the Policy, under the circumstances described in cancellation clause stated under the policy.

**6. 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.

## 7. Cancellation

We may cancel this Policy on the ground of mis-representation, fraud, non-disclosure of material facts or non-cooperation by You 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 :

Period of Risk	Rate of premium to be charged
Upto 1 month	25% of annual premium
Upto 3 months	50% of annual premium
Upto 6 months	75% of annual premium
Above 6 months	100% of annual premium

## 8. 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.

## 9. 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.

## 10. Geographical Limit:

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

## 11. Renewal:

We agree to renew the policy on payment of renewal premium. However we may exercise our option not to renew the policy 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 earlier policies or bad moral hazard.

In case of our own renewal as well as renewal from other Non-Life Insurance Company, a grace period of 30 days is permissible and the Policy will be considered as continuous for the purpose of availing all the benefits under the policy. However, any medical expenses incurred as a result of disease condition/accident contracted during the break period will not be admissible under the policy. For renewals received after the grace period of 30 days, a fresh proposal for such insurance should be submitted to Us and it would be processed as per new business proposal.

#### **12. Revision/Modification of the policy:**

There is a possibility of revision/modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from IRDA. In such an event of revision/modification of the product, intimation shall be sent to all the existing insured members at least 3 months prior to the date of such revision/modification comes into effect.

#### **13. Withdrawal of Policy**

There is possibility of withdrawal of this product at any time in future with appropriate approval from IRDA, as We reserve Our right to do so with an intimation of 3 months to all the existing insured members.

#### **14. Free Look Period**

On the first inception of the policy, You have a period of 15 days from the date of receipt of the documents to review the terms and conditions of the Policy. If You disagree to any of the terms or conditions of the Policy You have the option to return the policy stating the reasons for Your objection and You will be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by Us on the Health check up, Policy issuance and stamp duty charges. In cases where the risk has already commenced and the option of returning the policy is exercised by You, the refund of the premium paid will also be subject to a deduction for proportionate risk premium for the period We have been on cover. No Claim shall be payable in free look in Period if you opt not to continue with the Cover.

#### **15. Portability**

This policy is portable. If you are desirous of porting this policy application in the appropriate form should be made before 45 days from the date when the renewal is due.

#### **16. Automatic Restoration of Sum Insured**

There shall be automatic restoration of the sum insured by 100%, once during the policy period, immediately upon complete utilization of the basic sum insured which has otherwise been defined.

It is made clear that such restored sum insured can be utilized only for illness/disease directly or remotely unrelated to the illness/diseases for which claim/s was/were made. This facility is not available for Family Package Plan. Further, this restoration will cease to operate upon the expiry of this policy.



## 17. Procedure for enhancement of Sum Insured

Mid-term enhancement of Sum Insured is not permissible under the policy however, the Sum Insured can be enhanced at the time of renewal with the condition that the increased Sum Insured will be treated as fresh and all the exclusions like 30 days waiting period, pre-existing disease exclusions, first year exclusions will be applicable on the increased Sum Insured.

## 18. Grievance Redressal :

- We have developed proper procedures and effective mechanism to address Your complaints ,if any . We are committed to comply with the Regulations, standards which have been set forth in the Regulations, Circulars issued from time to time in this regard.
- If you have any grievance that You wish Us to redress You may contact Us with the details of Your grievance through our toll free number 1800-3002-3202
- If you are not satisfied with our redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of the grievance. The contact details of Ombudsman offices are mentioned below:

Office of the Ombudsmen	Contact Details	Area of Jurisdiction
Ahmedabad	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD- 380 014. Tel.: 079-27546840, Fax : 079-27546142 E-mail: ins.omb@rediffmail.com	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
Bhopal	Insurance Ombudsman Office of the Insurance Ombudsman, JanakVihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.) 462 023. Tel.: 0755-2569201, Fax : 0755-2769203 E-mail : bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
Bhubaneshwar	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR – 751 009 Tel.: 0674-2596455; Fax : 0674-2596429 E-Mail: <a href="mailto:ioobbsr@dataone.in">ioobbsr@dataone.in</a>	Orissa
Chandigarh	Insurance Ombudsman, Office of the insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH – 160017 Tel.: 0172-2706468; Fax:0172 2708274 E-mail : ombchd@yahoo.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh.

Chennai	Insurance Ombudsman, Office of the Insurance Ombudsman,, FathimaAkhtar Court, 4th floor, 453 (Old 312), Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044-24333668/5284, Fax : 044- 24333664 E-mail: chennaiinsuranceombadsman@gmail.com	Tamil Nadu, UT – Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
New Delhi	Insurance Ombudsman, Office of the Insurance Ombudsman,, 2/2A, Universal Insurance Building, Asaf Ali Road, NEW DELHI – 110 002. Tel: 011-23239633, Fax : 23230858 E-mail : iobdelraj@rediffmail.com	Delhi & Rajasthan
Guwahati	Insurance Ombudsman, Office of the Insurance Ombudsman, “JeevanNivesh”, 5th Floor, Near PanbazarOverbridge, S.S.Road, GUWAHATI – 781 001 (Assam), Tel.: 0361-2132204/5, Fax : 0361-2732937 E-mail : ombudsmanghy@rediffmail. com	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
Hyderabad	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46,1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD – 500 004, Tel.: 040-65504123; Fax: 040-23376599 Email : insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Uanam – a part of the UT of Pondicherry.
Kochi	Insurance Ombudsman, Office of the Insurance Ombudsman, 2ndfloor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M G Road, ERNAKULAM – 682 015 Tel.: 0484-2358759; Fax : 0484-2359336 E-mail : iokochi@asisnetindia.com,	Kerala, UT of (a) Lakshadweep; (b) Mahe- a part of UT of Pondicherry.
Kolkata	Insurance Ombudsman, Office of the Insurance Ombudsman. 4th floor, Hindusthan Building Annexe 4, C R Avenue, KOLKATA – 700 072, Tel : 033-2338759; Fax : 033-22124341 Email : iombsbpa@bsnl.in	West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim.
Lucknow	Insurance Ombudsman, Office of the Insurance Ombudsman,, JeevanBhavan, Phase – 2, 6th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW – 226 001, Tel.: 0522-2231331, Fax : 0522-2231310 Email : insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal

Mumbai	Insurance Ombudsman, Office of the Insurance Ombudsman,, 3rd Floor, JeevanSeva Annexure, S. V Road, Santacruz (W) , MUMBAI – 400054 Tel : 022-26106928; Fax : 022-26106052 Email : ombudsman@ Mumbai ,	Maharashtra,Goa.
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**Note:Details of Network Hospitals will be provided to the Policy holder separately.**

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 **MAGMA HDI**  
General Insurance Company Ltd.