



STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED

Corporate Office : 1, New Tank Street, Valluvarcottam High Road, Chennai - 600 034.

MEDI- PREMIER INSURANCE POLICY

WHEREAS the Insured designated in the Schedule hereto has by a proposal and declaration dated as stated in the Schedule which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to THE STAR HEALTH AND ALLIED INSURANCE COMPANY Ltd. (hereinafter called the COMPANY) for the insurance hereinafter set forth in respect of person/s named in the Schedule hereto (hereinafter called the **Insured Person**) and has paid premium as consideration for such insurance.

NOW THIS POLICY WITNESSESETH that subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertake that if during the period stated in the Schedule or during the continuance of this policy by renewal any insured person shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any such injured Person, upon the advice of the duly Qualified Physician/Medical Specialist /**Medical Practitioner** (hereinafter called MEDICAL PRACTITIONER) or of duly Qualified Surgeon (hereinafter called SURGEON) to incur Hospitalization expenses for medical/surgical treatment at any **Nursing Home / Hospital** in India as herein defined (hereinafter called HOSPITAL) as an **in-patient** the Company will pay to the **Insured Person** the amount of such expenses as are reasonably and necessarily incurred in respect by or on behalf of such Insured Person up-to the limits indicated but not exceeding the sum insured in aggregate in any one period stated in the schedule hereto.

1.0 1.0 In the event of any claims becoming admissible under this Scheme, the Company will pay to the Insured Person or the estate of the Insured Person under

Section 1

2.0 The amount of such expenses as would fall under different heads up to the limits mentioned, and as are reasonably and necessarily incurred thereof by or on behalf of such Insured Person, but not exceeding the Sum insured in aggregate mentioned in the schedule hereto.

- A) Room, Boarding Expenses as provided by the Hospital / Nursing Home at 2% of the sum insured subject to a maximum of Rs4000 per day
- B) Nursing expenses.
- C) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fee.
- D) Anaesthesia, Blood Oxygen, Operation Theatre charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy cost of Pacemaker and similar expenses.
- E) Emergency ambulance charges up-to a sum of Rs.750/- per hospitalisation and overall limit of Rs.1500/- per policy period for transportation of the Insured Person by private ambulance service when this is needed for medical reasons to go to hospital for treatment provided such hospitalisation claim is admissible as per the Policy.
- F) Relevant Pre-Hospitalization medical expenses incurred for a period not exceeding 30 days prior to the date of Hospitalisation, on the disease/illness, injury sustained following an admissible claim under the policy
- G) A sum equivalent to 7% of the hospitalisation expenses incurred comprising of Nursing Charges, Surgeon/Consultant fees, Diagnostic charges, Medicines and Drugs only subject to a maximum of Rs.5000/= per occurrence towards Post Hospitalisation medical expenses wherever recommended by the attending Medical Practitioner. (This benefit is not available where the claim is for specified Major illness defined in the policy).

Where Package rates are charged by hospitals the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at Rs4000 per day.

Expenses on Hospitalization for minimum period of 24 hours are admissible. However this time limit will not apply for Dialysis, Chemotherapy, Radiotherapy, Cataract surgery, Dental Surgery, Lithotripsy (Kidney stone removal) Tonsillectomy, Cutting and Draining of Abscess, Liver Aspiration, Pleural Effusion Aspiration, Colonoscopy, Sclerotherapy, taken in the Hospital / Nursing Home and the Insured is discharged on the same day.

The amount payable in respect of the following treatment is up-to the limit mentioned there-against:

Cataract surgery- Rs20000 in respect of one eye and Rs30000 in the entire policy period

Lithotripsy (Kidney stone removal) - Rs20000

Tonsillectomy- Rs7500

Cutting and Draining of Abscess- Rs1500

Liver Aspiration- Rs2000

Pleural Effusion Aspiration- Rs2000

Colonoscopy- Rs2000

Sclerotherapy - Rs5000

Provided the waiver of the minimum period of 24 hours hospitalisation is limited to the above noted treatments only.

Section II

The lump-sum amount as specified in the Policy Schedule for covered illness, subject to terms, conditions, limitations and exclusions mentioned therein, if the Insured Person contracts any of the defined Major Illness and the same is diagnosed during the Period of Insurance and if all of the following conditions are satisfied.

- ✓ The Insured Person experiences a Major Illness specifically listed and defined in this Policy; and
- ✓ The Major Illness experienced by the Insured is the first incidence of that Major illness; and
- ✓ The signs or symptoms of the Major Illness experienced by the Insured Person commenced more than 90 days (ninety days)

following the Commencement Date of the policy and

- ✓ The Insured Person survives the Major illness by thirty days or more, from the date of diagnosis.
- ✓ The Insured Person subjects himself/herself to examination by the panel doctor of the Company and the incidence of such Major Illness is confirmed by the panel doctor

Payment of lump-sum claim under **Section II** is in **addition** to payment of hospitalisation expenses under Section I it being however agreed that such hospitalisation expenses shall be required to be paid only until the date of diagnosis of Major Illness and on entitlement of the Insured Person for payment of lumpsum under Section II. All further benefits under the policy of insurance shall cease and the policy of insurance shall stand terminated thereupon

Only one lump sum payment shall be provided during the Insured Person's lifetime regardless of the number of Major Illness, incapacities or treatments suffered by the Insured Person. This policy will be automatically terminated after the lump sum payment and shall not be renewed

Note: Where the Insured Person/s is /are already covered by any other Major Illness policy issued by the Company and where a claim has already been admitted the maximum amount payable under all Policies combined will not exceed the amount payable under the Policy which pays the largest benefit. Where the claim has already been settled for such lump sum amount this policy shall be null and void.

Note: - The Company's liability in respect of all claims admitted during the period of insurance shall not exceed the Sum insured per person mentioned in the Schedule.

3.0 DEFINITIONS

- 1 **Hospital/Nursing Home** means any institution in India established for indoor care and treatment of sickness and injuries and which
Either
 - a) has been registered either as hospital or nursing home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.
Or
 - b) Should comply with minimum criteria as under.
 1. It should have at least 15 inpatient beds.
 2. Fully equipped operation theatre of its own wherever surgical operation is carried out.
 3. Fully qualified nursing staff under its employment round the clock
 4. Fully qualified Doctor(s) should be in charge round the clock.(N B: "in class 'C' towns conditions of number of bed be reduced to 10)
The term "hospital / Nursing home" shall not include an establishment which is a Place of rest, a place for the aged, a place for drug addicts, or place of alcoholics, a hotel or a similar place.
- 2 **Pre-Existing Disease/condition** means in relation to each relevant person any medical/physical condition or circumstances which existed prior to the date of commencement of the policy. However such medical/physical will not be deemed to be Pre-Existing after 5 years of continuous insurance with the Company in respect of Section I benefits only.
3. **"Surgical Operation"** means manual and / or operative procedure for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.
- 4 **Any one Illness**
Any One Illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment has been taken. Occurrence of the same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.
- 5 **Insured Person means** means the name/s of persons shown in the schedule of the Policy
- 6 **In-Patient means** means an Insured Person who is admitted to Hospital and stays there for a minimum period of 24 hours for the sole purpose of receiving treatment.
- 7 **Pre Hospitalisation**
Relevant medical expenses incurred during the period up to 30 days prior to hospitalization on disease/illness, injury sustained will be considered as part of claim mentioned under 2.0 above
- 8 **Post Hospitalisation**
A sum equivalent to 7% of the hospitalisation expenses incurred comprising of Nursing Charges, Surgeon/Consultant fees, Diagnostic charges, Medicines and Drugs only subject to a maximum of Rs.5000/= per occurrence towards Post Hospitalisation medical expenses wherever recommended by the attending Medical Practitioner. (This benefit is not available where the claim is for specified Major illness defined in the policy).
- 9 **Medical Practitioner** means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of the respective State of India. The term Medical Practitioner would include Physician Specialist and Surgeon
- 10 **Qualified Nurse** means a person who holds a certificate of recognized Nursing Council and who is employed on recommendations of the attending medical practitioner.
- 11 **Diagnosis means** Diagnosis by a registered practitioner, supported by clinical, radiological, and histological, histo-pathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to the Company.
- 12 **Major illness means** Stroke, Cancer, Renal failure
- 13 **Stroke** means any cerebro-vascular incident producing neurological sequelae lasting more than 24 hours and including infraction of the brain tissues, haemorrhage and embolisation from an extra-cranial source. Evidence of neurological deficit for at least 3 months has to be produced.
- 14 **Cancer** means a disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells and the invasion of tissue. The term cancer also includes leukaemia and malignant disease of the lymphatic system such as Hodgkin's disease. Any non-invasive cancer in situ and all cancers except skin cancers are excluded.
- 15 **Renal Failure** means End stage renal failure presenting as chronic irreversible failure of both kidneys to function as a result of which regular renal dialysis must be instituted.

Additional provisions relating to Section II

- Each of the Illness specified in the policy must be confirmed by a registered medical practitioner appointed by the Company and must be supported by clinical radiological histological pathological, histo-pathological and laboratory evidence acceptable to the Company.
- Insurance under this policy shall cease upon payment of the compensation on occurrence of any Major Illness and no further payment will be made for any consequent disease or dependent disease.
- **Survival Period**-No claim shall lie against the Company if the Insured Person does not survive the Diagnosis of Major Illness specified in the policy for a period of 30 successive days thereafter.
- **Waiting Period**- No claim for compensation will become payable if a Major Illness specified in the policy incepts or manifests during the first 90 days of the inception of the policy. In the event of renewal with the Company this 90 days limit shall not apply.

4.0 EXCLUSIONS

- 1 The Company shall not be liable to make any payments under this Policy in respect of any expenses what so ever incurred by any Insured person in connection with or in respect of:
 - 2 All diseases / injuries which are **Pre Existing** when the cover incepts for the first time.
 - 3 Any congenital disease/defect whether internal/external
 - 4 Any disease contracted by the Insured Person during the first 30days from the commencement date of the policy. This condition shall not however apply in case of the Insured Person having been covered under this scheme or group insurance scheme with any of the Indian Insurance companies for a continuous period of preceding 12 months without any break
 - 5 During the First two Years of continuous operation of Insurance cover, the expenses on treatment Cataract, Hysterectomy for Menorrhagia or Fibromyoma, knee replacement surgery (other than caused by an accident) Joint Replacement Surgery (other than caused by an accident), Prolapse of intervertebral disc (other than caused by accident), Varicose veins and Varicose ulcers. If these diseases are Pre-Existing at the time of proposal they will not be covered even during subsequent period of renewal too.
 - 6 During the first year of operation of the Insurance cover the expenses on treatment of diseases such as Benign Prostate Hypertrophy, Hernia, Hydrocele, Fistula in anus, Piles, Sinusitis and related disorders, gallstones and renal stone removal are not payable. If these diseases are Pre-Existing at the time of proposal they will not be covered even during subsequent period of renewal too.
 - 7 Injury/ Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Warlike operations (whether war be declared or not)
 - 8 Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
 - 9 Cost of spectacles and contact lens, hearing aids walkers, crutches wheel chairs and such other aids.
 - 10 Dental treatment or surgery of any kind unless necessitated due to accidental injuries and requiring hospitalization.
 - 11 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/alcohol.
 - 12 All expenses arising out of any condition directly or indirectly caused due to or associated with human T-cell Lymphotropic Virus type III (HTLV-III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
 - 13 Charges incurred at Hospital or Nursing Home primarily for Diagnostic, X-ray or laboratory Examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at hospital / nursing home.
 - 14 Expenses on vitamins and tonics forming part of treatment for injury or disease as certified by the attending Physician.
 - 15 Injury or Disease directly or indirectly caused by or contributed to by nuclearweapons/ materials
 - 16 Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these including caesarean section.
 - 17 Naturopathy Treatment.
 - 18 Hospital registration charges, record charges, incidental and miscellaneous expenses and telephone charges
 - 19 Expenses incurred on Lasik Laser or Refractive Error Correction treatment
 - 20 Expenses incurred on weight control services including surgical procedures for treatment of obesity, medical treatment for weight control/loss programs
 - 21 Expenses incurred in respect of treatment of cataract shall not exceed Rs20000 in respect of one eye and Rs30000 in the entire policy period
 - 22 Expenses incurred for treatment of diseases/illness/accidental injuries by systems of medicines other than Allopathic shall be restricted to 25% of the sum insured subject to a maximum of Rs25000 in the entire policy period

5. CONDITIONS:

- 1 Every notice or communication to be given or made under this policy shall be delivered in writing at the address as shown in the schedule.
- 2 The premium payable under this policy shall be payable in advance. No receipt of premium shall be valid except on the official form of the company signed by a duly authorized official of the company. The due payment of premium and the observance of fulfilment of the terms, provision, conditions and endorsements of this policy by the Insured Person, in so far as they relate to anything to be done or complied with by the Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions, and endorsements of this policy shall be valid unless made in writing and signed by an authorized official of the Company.
- 3 Upon the happening of any event, which may give rise to a claim under this policy, notice with full particulars shall be sent to the Company within 24 hours from the date of Death, injury, Hospitalization.
- 4 Claim must be filed with 15 days from the date of discharge from the Hospital. **Note:** Waiver of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time limit.
- 5 The Insured Person shall obtain and furnish the Company with all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim.
- 6 Any medical practitioner authorized by the company shall be allowed to examine the Insured Person in case of any alleged injury or

- 7 The Company shall not be liable to make any payment under the policy in respect of any claim if such claim is in any manner fraudulent or supported by any fraudulent means or device, misrepresentation whether by the insured Person or by any other person acting on his behalf.
- 8 If at the time when any claim arises under this policy, there is in existence any other insurance whether it be effected by or on behalf of any insured Person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the benefits under this Policy shall be in excess of the benefits available under other insurance/s.
- 9 **Renewal:** The Policy may be renewed under mutual consent. The Company shall not however be bound to give notice that it is due for renewal. Where the average claims ratio under the insurance for immediately preceding two consecutive periods of Insurance exceeds 100%, the Company may impose a loading of premium as per the scales below:
Average claims ratio between 100-125%-Loading on basic premium 20%
Average claims ratio between 126-150%- Loading on basic premium 30%
Average claims ratio >150%- Loading on basic premium 50%

However in respect of disease/sickness/illness for which claim/s has/have been made the sum insured will be restricted to that policy sum insured where the claim/s was/were first made. Insurance under this policy shall cease upon payment of the compensation on occurrence of any Major Illness and no further payment will be made for any consequent disease or dependent disease and the policy will not be renewed.

- 10 **Cancellation:** The Company may at any time cancel this Policy by sending the Insured 30 days notice by registered letter at the insured last known address and in such event the Company shall refund to the Insured a pro-rata premium for unexpired period of Insurance. The Company shall however remain liable for any claim, which arose prior to the date of cancellation. The insured may at any time cancel this Policy and in such event the Company shall allow refund of Premium at Company's short period rate only (table given here below) provided no claim has occurred up to the date of cancellation.

PERIOD ON RISK	RATE OF PREMIUM TO BE CHARGED
Up to one-month	1/3rd of the annual premium
Up to three Months	1/2 of the annual premium
Up to six months	3/4th of the annual premium
Exceeding six months	full annual premium

- 11 **Automatic Termination:** This policy shall terminate immediately on the earlier of the following events:
✓ Upon the death of the Insured Person
✓ Upon payment of benefit under the policy.
- 12 If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.
It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
It is also further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within three years from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 13 **Payment of Claim :** All claims under this policy shall be payable in Indian currency. All medical/surgical treatments under this policy shall have to be taken in India.
- 14 **Package Charges:** The Company's liability in respect of package charges will be restricted to 80% of such amount. (Package charges refer to charges that are not advertised in the Schedule of the Hospital).
- 15 **Relief under Section 80-D:** Insured Person is eligible for relief under Section 80-D of the IT Act in respect of the premium paid by way of cheque.

6.0 POLICY DISPUTES

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

7.0 NOTICES

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to The Star Health and Allied Insurance Company Limited 1, New Tank Street, Valluvarkottam High Road, Chennai - 600 034. Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

8.0 CUSTOMER SERVICE

If at any time the Insured Person requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

9.0 GRIEVANCES

In case the Insured Person is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

In the event of the following grievances:

- any partial or total repudiation of claims by an insurer;
- any dispute regard to premium paid or payable in terms of the policy;
- any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- delay in settlement of claims;
- Non-issue of any insurance document to customer after receipt of the premium.

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Star Health and Allied Insurance Company Limited is located. The Insurance Ombudsman's offices are located at Ahmendabad, Bhubaneswar, Bhopal, Chandigarh, Chennai, Gujarat, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi.

10. IMPORTANT NOTE

This insurance is available to persons between the ages 26 years and 75 years. The Policy Schedule and any Endorsement are to be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears. The terms conditions and exceptions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.