



Star Health and Allied Insurance Co. Ltd.

Regd. & Corporate Office: 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai – 600034.
Phone : 044 – 28288800 Telefax : 044 – 28260062 Website : www.starhealth.in

Star Health Gain Insurance Policy

The proposal, declaration and other documents if any given by the proposer form the basis of this policy of insurance

In consideration of the premium paid and subject to the terms and conditions as set out in the Schedule with all its Parts the Company by this Policy agrees as under:

If during the period stated in the Schedule, the insured person/s shall contract any disease or suffer from any illness or sustain any bodily injury through accident and if such disease or injury shall require the Insured Person/s, upon the advice of the duly Qualified Physician/Medical Specialist/**Medical Practitioner** or of duly Qualified Surgeon to incur expenses as below:

Section I

Hospitalization expenses for medical/surgical treatment at any **Nursing Home / Hospital** in India as herein defined as an **in-patient**, the Company will pay to the Insured Person/s the amount of such expenses as are reasonably and necessarily incurred in respect by or on behalf of the 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

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 in **Class A** cities, 1% of the sum insured subject to a maximum of Rs3000 per day in **Class B** cities and 1% of the sum insured subject to a maximum of Rs1000 per day in other locations

B) Nursing expenses.

C) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees.

D) Anaesthesia, Blood, Oxygen, Operation Theatre charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, diagnostic imaging modalities, 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, for 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.

Where Package rates are charged by the hospitals the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at the applicable limits for the location as provided for in 1.0

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.

Expenses incurred on treatment of cataract are limited to Rs 15,000/- in the entire policy period, wherever admissible.

Section II

Expenses for medical/surgical treatment at any **Nursing Home / Hospital** in India as herein defined as an **Out-patient**, the Company will pay to the Insured Person/s the amount of such expenses as are reasonably and necessarily incurred in respect by or on behalf of such Insured Person up-to the benefit limit in aggregate in any one period stated in the schedule hereto.

Provided any unutilised benefit under Section II shall be carried forward to the next policy year on renewal. The maximum period of such carry over shall be limited to one immediately succeeding year only.

DEFINITIONS

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 discharge from 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.

Class A cities mean Ahmedabad, Bangalore, Chennai, Hyderabad including Secunderabad, Kolkata, Mumbai including Thane, Pune, New Delhi including Noida, Gurgaon & Faridabad.

Class B cities mean Baroda, Coimbatore, Cochin, Indore, Kanpur, Ludhiana and all State capitals other than those falling under Class A.

Other Locations mean rest of India not falling under Class A & Class B above.

Company means Star Health and Allied Insurance Company Limited

Diagnosis means Diagnosis by a registered medical practitioner, supported by clinical, radiological, histological, histo-pathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to the Company.

Family means Insured Person, spouse, dependent children not over 25 years of age

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 operations are 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.

(NB: "in class 'C' towns condition of number of beds 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.

Insured Person means the name/s of persons shown in the schedule of the Policy

In-Patient 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.

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

Out-Patient means a person who attends Hospital/Nursing Home for treatment or consultation but who does not occupy a bed

Pre-Existing Disease in relation to each relevant person means any condition, ailment or injury or related condition(s) for which the insured person had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to the Insured person's first policy with this Company.

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 1.0 above

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 excluding room rent charges is payable as lump-sum.

Qualified Nurse means a person who holds a certificate of recognized Nursing Council and who is employed on recommendations of the attending medical practitioner.

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.

EXCLUSIONS

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:

1. Any disease contracted by the Insured Person during the first 30 days from the commencement date of the policy.
2. Any **Pre Existing** disease/s as defined in the policy until 48 months of continuous coverage have elapsed since inception of the first policy with the Company.
3. During the first year of operation of the Insurance cover the expenses on treatment of diseases such as Benign Prostate Hypertrophy, Hernia, Hydrocele, Congenital Internal disease/defect, Fistula in anus, Piles, Sinusitis and related disorders, gallstones and renal stone removal are not payable. Beyond such period also, if these diseases (other than congenital internal diseases/defects) are Pre-Existing at the time of proposal, they will be covered during subsequent period of renewal subject to Exclusion No. 2 above.
4. During the First two Years of continuous operation of Insurance cover, the expenses on treatment of 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. Beyond such period also, if these are Pre-existing, at the time of proposal, they will be covered during subsequent period of renewal subject to Exclusion No. 2 above

The exclusions 1, 3 and 4 shall not however apply in case of the Insured Person/s having been covered under any health insurance scheme with any of the Indian Insurance companies for a continuous period of preceding 12 months/ 24 months respectively without any break.

5. 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)
6. Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/ materials
7. 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.
8. Cost of spectacles, contact lens, hearing aids, walkers, crutches, wheel chairs artificial limbs and such other aids.
9. Dental treatment or surgery of any kind unless necessitated due to accidental injuries and requiring hospitalization.
10. Convalescence, general debility, mental disorder, 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
11. 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
12. 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.
13. Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician.
 14. Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these including caesarean section.
 15. Naturopathy Treatment.
 16. Hospital registration charges, record charges, telephone charges and such other charges
 17. Expenses incurred on Lasik Laser or Refractive Error Correction treatment
 18. Expenses incurred on weight control services including surgical procedures for treatment of obesity, medical treatment for weight control/loss programs
 19. Expenses incurred for treatment of diseases/illness/accidental injuries by systems of medicines other than Allopathic
- Note:-** Exclusions 2,3,4,9,12 & 14 will not apply for section II benefits.

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/s, in so far as they relate to anything to be done or complied with by the Insured Person/s, 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 must be sent to the Company within 24 hours from the date of Death, injury, Hospitalisation in respect of any hospitalisation claims.
 4. Claim must be filed with in 15 days from the date of discharge from the Hospital. This relates to hospitalisation claims only. As regards Out-Patient Treatment claims, the claims can be lodged prior to the expiry of the policy. **Note:** this is a condition precedent to admission of liability under the policy.
 5. The Insured Person/s 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/s in case of any alleged injury or diseases requiring Hospitalization when and as often as the same may reasonably be required on behalf of the Company.
 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/s 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/s 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 a rateable proportion to the sum insured under other such insurance/s.
 9. **Renewal:** It is admitted and agreed that while the Company may not be bound to give notice when the policy of insurance is due for renewal, the Company shall not refuse a request for renewal except on grounds of misrepresentation/fraud committed. Notwithstanding the above, where the claims ratio under the expiring Policy exceeds 100%, the Company may impose a loading of premium not exceeding 75%. 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
- A grace period of 15 days from the date of expiry of the policy is available for renewal. If renewal is made within this 15 day period the continuity of benefits will be allowed. However the actual period of cover will start only from the date of payment of premium. In other words no protection is available between the policy expiry date and the date of payment of premium for renewal

10. No Claim Discount:

The Insured Person shall be eligible for No Claim Discount for every claim-free year as per scales below:

No of years	Discount on Section I premium excluding ST
First year	Nil
Beginning of Second and subsequent years	10%

11. Cancellation:

The Company may at any time cancel this Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-co-operation by the insured person by sending to the Insured 30 days notice by registered letter at the Insured Person's last known address and in such event the Company shall refund to the Insured a pro-rata premium for unexpired period of Insurance subject to there being no claim. 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	1/3 rd of the annual premium
Up to three Months	½ of the annual rate premium
Up to six months	3/4 th of the annual rate premium
Exceeding six month	full annual rate premium

12. **Automatic Termination:** The insurance under this policy with respect to each relevant Insured Person policy shall terminate immediately on the earlier of the following events:

- ✓ Upon the death of the Insured Person
- ✓ Upon exhaustion of the sum insured under the policy as a whole

13. 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.

14. 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.

15. 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)

16. 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.

17. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to Star Health and Allied Insurance Company Limited, 1, New Tank Street, Valluvarkottam High Road, Nungambakkam, Chennai-600034. Toll Free No: 18004252255, Fax No: 044-28288826, Email : info@starhealth.in. **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.**

18. 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.

19. 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 in 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-issuance of any insurance document to customer after receipt of the premium.

the Insured Person/s may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Star Health and Allied Insurance Company Limited is located.

Addresses of the Ombudsman

Office of the Insurance Ombudsman, 2nd floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 Tel:079- 27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com.

Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd floor, Malviya Nagar, BHOPAL Tel: 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in

Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103 2nd floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in

Office of the Insurance Ombudsman, Jeevan Bhawan, Phase 2, 6th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW - 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: lobkko@sancharnet.in

Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018. Insurance Tel. 044-24333678, Fax: 044-24333664 E-mail: insombud@nid4.vsnl.net.in

Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg, Asaf Ali Road NEW DELHI - 110 002. Tel. 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com

Office of the Insurance Ombudsman, Jeevan Nivesh, 5th floor, Nr. Pambazar Overbridge, S.S. Road, GUWAHATI - 781 001. Tel.: 0361-2131307 Fax:0361-2732937 E-mail: omb_ghy@sify.com.

Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3rd floor, S.V.Road, Santacruz(W), MUMBAI - 400 054. PBX: 022-26108928. Fax: 022-26108052 E-mail: ombudsman@vsnl.net

Office of the Insurance Ombudsman, 6-2-46, 1st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD - 500 004 Tel. 040-23326325 Fax: 040-23376589 E-mail: hyd2_insombud@sancharnet.in

Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com

Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 3rd floor, KOLKATA - 700 001. Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net.

20. IMPORTANT NOTE

The sum insured under the policy floats among all the Insured family members as specified in the Schedule.

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.