Allied Insurance Company Limited, No 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai-600034. Fax no: 044-28288826 Email: info@starhealth.in, Toll Free No: 1800 425 2255

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 Department: In case the Insured Person is aggrieved in any way, the Insured may contact the Company at the offices of the Company at the address specified during normal business hours. Starhealth and Allied Insurance Co. Ltd. No.1 New Tank Street, Valluvarkottam High Road, Nungambakkam, Chennai 600034 or call 044-28288821 during normal business hours or send email to grievance@starhealth.in.

In the event of the following grievances:

- a. any partial or total repudiation of claims by an insurer;
- b. any dispute in regard to premium paid or payable in terms of the policy;
- c. any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- d. delay in settlement of claims:
- e. 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: 079-27546840 Fax: 079-27546142 E-mail: insombahd@rediffmail.com	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: 044-65504123 Fax: 040-23376599 E-mail: insombudhyd@gmail.com	
Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd floor, 6, Malviya Nagar, BHOPAL Tel: 0755-2769201/02 Fax: 0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 Tel: 0484-2358759 Fax: 0484-2359336 E-mail: iokochi@asianetindia.com	
Office of the Insurance Ombudsman, 62. Forest park Bhubaneshwar - 751009 Tel : 0674-2596455 Fax : 0674-2596429 E-mail : ioobbsr@dataone.in	Office of the Insurance Ombudsman, 4th floor, Hindustan Building Annexe 4, C.R. Avenue KOLKATA - 700 072. Tel: 033-22134346 Fax: 033-22124341 E-mail: iombsbpa@bsnl.in	
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI - 600 018. Insurance Tel: 044-24333668, Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase 2, 6th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW - 226 001 Tel: 0522-2231331 Fax: 0522-2231310 E-mail: insombudsman@rediffmail.com	
Office of the Insurance Ombudsman, S.C.O No.101, 102 & 103 2nd floor, Batra Building Sector 17-D, CHANDIGARH - 160 017. Tel: 0172-2706469 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th floor, Nr. Panbazar Overbridge, S.S. Road, GUWAHATI-781 001. Tel: 0361-2132204/5 Fax: 0361-2732937 E-mail: omb_ghy@sify.com	
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI - 110 002. Tel: 011-23239633 Fax: 011-23239633 Fax: 011 23230858	Office of Insurance Ombudsman, III Floor Jeevan seva Annexe, S.V. Road Santacruz(w) MUMBAI - 400 054. Tel: 022-26106928 Fax: 022-26106052 E-mail: ombudsmanmumbai@gmail.com	

20. IMPORTANT NOTE

The sum insured under the policy floats among the family members covered. The Policy Schedule and any Endorsement are to be read together and any word or 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.

SPC-23.06.12 50K PO: 019

426.0 mm x 280.0 mm



STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED

Regd. & Corporate Office: 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai - 600 034.
Phone: 044 - 28288800 Telefax: 044 - 28260062 Website: www.starhealth.in

STAR SUPER SURPLUS (FLOATER) 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 the **Insured Person** shall contract any disease or suffer from any illness or sustain any bodily injury through accident and if such disease or injury shall require hospitalisation of the insured Person for medical/surgical treatment at any **Nursing Home / Hospital** in India as an **inpatient** upon the advice of the duly **Qualified Physician**/Medical Specialist / **Medical Practitioner**, the Company will pay to the **Insured Person/s** the amount of such expenses over and above the Excess indicated in the Schedule per **hospitalisation** (provided it is in one stretch), as are reasonably and necessarily incurred in respect by or on behalf of the Insured Person/s up-to the limits indicated but not exceeding the sum insured in aggregate in any one period stated in the schedule hereto. In the event of any claim becoming admissible under this Scheme, the Company will pay to the Insured Person or the estate of the Insured Person:

- A) Room, Boarding Expenses as provided by the Hospital / Nursing Home subject to a maximum of Rs. 4000 per day.
- 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, Dialysis, Chemotherapy, Radiotherapy, cost of Pacemaker and similar expenses.
- E) Post-Hospitalisation expenses up-to a sum calculated @7%of the total admissible claim amount (excluding room rent) subject to a maximum of Rs. 30000/-.

For the purpose of calculation of the Excess per hospitalisation any expenses incurred on room and boarding, nursing expenses, Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees, 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 will be taken into account. However pre-hospitalisation expenses will not be taken into account.

Expenses on Hospitalization for minimum period of 24 hours only are admissible. However this time limit will not apply for Dialysis, Chemotheraphy, Radiotheraphy, and similar procedures done in the Hospitals/ Nursing Homes and the Insured Person is discharged on the same day.

DEFINITIONS

Company means Star Health and Allied Insurance Company Ltd.

Diagnosis means Diagnosis by a registered medical practitioner, supported by clinical, radiological and 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 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,

(NB: In class 'C' towns condition of number of beds to 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.

Hospitalisation for the purpose of this policy means the period starting from the date of admission and ending with the time of discharge

 $\textbf{Insured Person} \ \ \text{means the name/s of persons shown in the schedule of the Policy}$

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.

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

Pre-hospitalisation expenses means relevant medical expenses incurred prior to hospitalisation for disease/ illness, injury sustained.

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 the insured person in connection with or in respect of:

- 1. Pre existing disease as defined in the policy, until 36 months of continuous coverage have elapsed, since inception of this policy with any Indian Insurance Company.
- 2. Any disease contracted by the Insured Person during the first 30days from the commencement date of the policy
- During the First two Years of continuous operation of Insurance cover, the expenses on treatment of Knee Replacement Surgery (other than caused by an accident), Joint Replacement Surgery (other than caused by an accident), Prolapse of intervertibral disc (other than caused by accident).

Note: The above exclusion number 2 shall not apply in case of the Insured Person having been covered under this scheme or any other insurance scheme with any of the Indian Insurance companies for a continuous period of preceding 12 months without any break and for condition number 3 for a continuous period of preceding 24 months without any break.

- 4. Congenital diseases/condition whether internal or external
- 5. The amount of claim indicated in the schedule to be borne by the Insured Person.
- 6. 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)
- 7. Injury or disease directly or indirectly caused by or contributed by nuclear weapons materials.
- 8. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination other than for post bite treatment 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, mental disorders, general debility, run-down conditions, rest-cure, psychosomatic disorder 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 Lymph tropic Virus type III (HTLV-III) or Lymphadinopathy 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 unless forming part of treatment for injury or disease as certified by the attending Physician.
- 15. Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these including caesarean section. (other than ectopic pregnancy)
- 16. Naturopathy Treatment
- 17. Hospital registration charges, admission charges, record charges, telephone charges and such other charges
- 18. Expenses incurred on Lasik Laser or Refractive Error Correction treatment
- 19. Expenses incurred on weight control services including surgical procedures for treatment of obesity, medical treatment for weight control/loss programs.
- 20. Expenses incurred for treatment of diseases/illness/accidental injuries by systems of medicines other than Allopathic.

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, provisions, 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 48 hours from the date of occurence of the event.
- 4. Claim must be filed within 15 days from the date of discharge from the Hospital. **Note:** This is a condition precedent to admission of liability under the policy
 - However the Company will examine and relax the time limit mentioned in condition 3 & 4 depending upon the merits of the case.

- 5. The Insured Person shall obtain and furnish the Company with details of claim admitted by the primary insurer if any, 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. If the insured person is unable to produce the original bills etc from the primary insurer, copies of such documents duly certified by such insurer shall be submitted as may be required by the Company.
- 6. Any medical practitioner authorized by the Company shall be allowed to examine the Insured Person 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 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 the **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 subject to the terms and conditions stated therein.
- 9. **Renewal:** The policy will be renewed except on grounds of misrepresentation/fraud committed. 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. Where the claims experience for the preceding 2 consecutive years exceeds 100%, loading as per table given below would be applicable.

Loading of premium

Sr No	Claims ratio of preceding 2 years(consecutive)	Loading on premium
1	100-125%	30%
2	126-150%	40%
3	>150%	60%

Agrace period of 15 days from the date of expiry of the policy is available for renewal. If renewal is made within this 15 days 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. Cancellation: The Company may at any time cancel this Policy on grounds of misrepresentation, fraud, non disclosure of material fact or non co-operation of the Insured by sending the Insured 30 days notice by registered letter at the insured's last known address. 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

Up to three Months

Up to six months

Exceeding six months

1/3 rd of the annual premium

1/2 of the annual premium

3/4th of the annual premium

Full annual premium

- 11. Automatic Termination: The insurance under this policy in respect of each relevant person shall terminate immediately on the earlier of the following events:
 - ✓ Upon the death of the Insured Person
 - ✓ Upon exhaustion of the policy sum insured
- 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 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 refers 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 ITAct in respect of the premium paid by any mode other than cash.
- 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. Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile/email to Star Health and