

## NEW HEALTHWISE – INDIVIDUAL HEALTH INSURANCE POLICY

### PREAMBLE

WHEREAS the **Policyholder** named in the Schedule has applied to HDFC ERGO General Insurance Company Limited (hereinafter called "the **Company**") for the insurance herein contained, the **Company** agrees subject to:

1. any proposal or other information supplied by or on behalf of the **Insured Person**:
    - 1.1. disclosing all facts and circumstances known to the **Insured Person** that are material to the assessment of the risks insured hereby, and
    - 1.2. forming the basis of this insurance, and
  2. the Insured having paid the premium on or before the due date thereof
- to grant such insurance to the Insured subject to the terms, conditions, provisions and exclusions set out in this Policy or as contained in any endorsement that may be issued.



Signed for and on behalf of the **Company**

### 1 INSURANCE:

- 1.1 WHEREAS THE **INSURED PERSON** 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 applied to HDFC General Insurance Company Limited (hereinafter called the Company) for the insurance hereinafter set forth in respect of the **INSURED PERSONS** and has paid premium as consideration for such insurance.
- 1.2 NOW THIS POLICY WITNESSETH that subject to the terms, conditions, exclusions and definitions contained herein, or endorsed or otherwise expressed hereon,

the Company undertakes 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 sustain any **INJURY** and if such **DISEASE** or **INJURY** shall require such **INSURED PERSON**, upon the advice of a duly qualified **MEDICAL PRACTITIONER**, to incur hospitalisation or **DOMICILIARY HOSPITALISATION EXPENSES** for medical/surgical treatment at any **HOSPITAL / NURSING HOME** in India as an inpatient, the Company will pay the amount of such expenses as would fall under different heads mentioned below, and as are reasonably and necessarily incurred thereof by or on behalf of such

**INSURED PERSON** but not exceeding the Sum Insured for the **INSURED PERSON** in any one period of insurance as mentioned in the Schedule hereto.

### SECTION I – HOSPITALISATION BENEFITS

- a) Room, Boarding Expenses as provided by **HOSPITAL/ NURSING HOME** subject to a limit of 1% of the Sum Insured per day or Rs 5,000 per day, whichever is less and for Intensive Care Unit 2% of the Sum Insured per day or Rs 10,000 per day, whichever is less;
- b) Nursing Expenses;
- c) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees subject to a limit of 40% of Sum Insured per claim;

- d) Anaesthesia, Blood, Oxygen, Operation theatre Charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of Pacemaker, Artificial Limbs and similar expenses.
- e) **Hospital Cash Allowance**, a lump sum amount of 1% of the sum insured per claim, in case of continuous hospitalization for a period of 15 days, within the overall Sum Insured of the INSURED PERSON.
- f) Ambulance charges in an emergency, subject to limit of 1% of Sum Insured per hospitalization or Rs 2000/- per claim, whichever is less, within the overall Sum Insured of the INSURED PERSON.
- g) **Reimbursement of expenses**, subject to a maximum of Rs 750/- per insured person, towards Health Check up for the insured person, after 4 consecutive claims free years.
- h) Hospitalization expenses of person donating an organ during the course of organ transplant will also be payable subject to the above sub limits applicable to the Insured Person within the overall Sum Insured of the Insured Person.

The above benefits are available only for Allopathic mode of treatments. The limit for an alternative mode of recognized treatment being Homoeopathy, Ayurvedic and similar such recognized treatments requiring hospitalisation, shall be restricted to 20% of ANY ONE YEAR LIMIT subject to a maximum of Rs. 25,000/- (Rupees Twenty Five Thousand Only).

The claim amount payable towards the treatment of following disease, illness, medical condition or injury is subject to a limit of:

Treatment	Limit per Claim
Cataract	7.5% of SI subject to max. Rs. 20,000
Piles, Fistula, Fissure, Tonsillitis, Sinusitis	10% of SI subject to max. Rs. 30,000
Benign Prostate Hypertrophy, Hernia	20% of the SI subject to max. Rs. 50,000
Knee/Hip Joint Replacement, All Types of Cancer, Renal Failure	50% of SI subject to max. Rs. 1.5 lakhs
Appendicitis, Gall Bladder, Stones & Gynaec. Disorders	25% of SI subject to max. Rs. 40,000
Dialysis, Chemotherapy and Radiotherapy	Max. 10% of SI per month

- 1.3 Expenses on hospitalisation are admissible only if hospitalisation is for a minimum continuous period of twenty-four (24) hours. However, this time limit will not apply to the specific 138 minor surgeries, treatments & procedures mentioned hereinbelow which are taken in HOSPITAL / NURSING HOME where the INSURED PERSON is discharged on the same day he / she may be admitted. Such treatment will be eligible for Hospitalisation Benefit under the policy. The list of specific 138 minor surgeries, treatments & procedures as referred to hereinabove is as follows:

#### Operations on the Ears

##### Operations on the external ear and external auditory canal

- 1 Incision of the external ear
- 2 Excision and destruction of diseased tissue of the outer ear
- 3 Resection of the external ear
- 4 Wound care of the external ear
- 5 Construction and reconstruction of the external auditory canal

- 6 Plastic reconstruction of parts of the external ear
- 7 Plastic reconstruction of the whole external ear
- 8 Other reconstruction of the external ear
- 9 Other operations on the external ear

##### Microsurgical Operations on the Middle Ear

- 10 Stapedotomy
- 11 Revision of a stapedectomy
- 12 Other operations on the auditory ossicles
- 13 Myringoplasty (Type I tympanoplasty)
- 14 Tympanoplasty (closure of an eardrum perforation and reconstruction of the auditory ossicles)
- 15 Revision of a tympanoplasty
- 16 Other microsurgical operations on the middle ear

##### Other Operations on the Middle and Internal Ear

- 17 Paracentesis (myringotomy)
- 18 Removal of a tympanic drain
- 19 Incision of the mastoid process and middle ear
- 20 Mastoidectomy
- 21 Reconstruction of the middle ear
- 22 Other excisions of the middle and inner ear
- 23 Fenestration of the inner ear
- 24 Revision of a fenestration of the inner ear
- 25 Incision (opening) and destruction (elimination) of the inner ear
- 26 Other operations on the middle and inner ear

##### Operations on the Nose and the Nasal Sinuses

- 27 Surgical treatment of a nose bleed
- 28 Incision of the nose
- 29 Excision and destruction of diseased tissue of the nose
- 30 Operations on the turbinates (nasal concha)
- 31 Nasal sinus aspiration

##### Operations on the Eyes – Cataract Surgery

- 32 Incision of tear glands
- 33 Other operations on the tear ducts
- 34 Incision of diseased eyelids
- 35 Excision and destruction of diseased tissue of the eyelid
- 36 Operations on the canthus and epicanthus
- 37 Corrective surgery for entropion and ectropion
- 38 Corrective surgery for blepharoptosis
- 39 Removal of a foreign body from the conjunctiva
- 40 Removal of a foreign body from the cornea
- 41 Incision of the cornea
- 42 Operations for pterygium
- 43 Other operations on the cornea
- 44 Removal of a foreign body from the lens of the eye
- 45 Removal of a foreign body from the posterior chamber of the eye
- 46 Removal of a foreign body from the orbit and eyeball

##### Operations on the Skin and Subcutaneous Tissues

- 47 Incision of a pilonidal sinus
- 48 Other incisions of the skin and subcutaneous tissues
- 49 Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues
- 50 and subcutaneous tissues
- 51 Local excision of diseased tissue of the skin and subcutaneous tissues
- 52 Other excisions of the skin and subcutaneous tissues
- 53 Simple restoration of surface continuity of the skin and subcutaneous tissues
- 54 Free skin transplantation, recipient site
- 55 Revision of skin plasty
- 56 Other restoration and reconstruction of the skin and subcutaneous tissues
- 57 Chemosurgery to the skin
- 58 Destruction of diseased tissue in the skin and subcutaneous tissues

##### Operations on the Mouth and Face

##### Operations on the Tongue

- 59 Incision, excision and destruction of diseased tissue of the tongue
- 60 Partial glossectomy
- 61 Glossectomy

- 62 Reconstruction of the tongue
- 63 Other operations on the tongue

##### Operations on the Salivary Glands and Salivary Ducts

- 64 Incision and lancing of a salivary gland and a salivary duct
- 65 Excision of diseased tissue of a salivary gland and a salivary duct
- 66 Resection of a salivary gland
- 67 Reconstruction of a salivary gland and a salivary duct
- 68 Other operations on the salivary glands and salivary ducts

##### Other Operations on the Mouth and Face

- 69 External incision and drainage in the region of the mouth, jaw and face
- 70 Incision of the hard and soft palate
- 71 Excision and destruction of diseased hard and soft palate
- 72 Incision, excision and destruction in the mouth
- 73 Plastic surgery to the floor of the mouth
- 74 Palatoplasty

##### Operations on the Tonsils and Adenoids

- 75 Transoral incision and drainage of a pharyngeal abscess
- 76 Tonsillectomy without adenoidectomy
- 77 Tonsillectomy with adenoidectomy
- 78 Excision and destruction of a lingual tonsil
- 79 Other operations on the tonsils and adenoids

##### Traumatological Surgery and Orthopaedics

- 80 Incision on bone, septic and aseptic
- 81 Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis\*
- 82 Suture and other operations on tendons and tendon sheath

##### Operations on the Breast

- 83 Incision of the breast
- 84 Operations on the nipple

##### Operations on the Digestive Tract

- 85 Incision and excision of tissue in the perianal region
- 86 Surgical treatment of anal fistulas
- 87 Surgical treatment of haemorrhoids
- 88 Division of the anal sphincter (sphincterotomy)
- 89 Other operations on the anus

##### Operations on the Female Sexual Organs

- 90 Incision of the ovary
- 91 Other operations on the Fallopian tube
- 92 Dilatation of the cervical canal
- 93 Conisation of the uterine cervix
- 94 Other operations on the uterine cervix
- 95 Incision of the uterus (hysterotomy)
- 96 Therapeutic curettage
- 97 Culdotomy
- 98 Incision of the vagina
- 99 Local excision and destruction of diseased tissue of the vagina and the pouch of Douglas
- 100 Incision of the vulva
- 101 Operations on Bartholin's glands (cyst)

##### Operations on the Male Sexual Organs

##### Operations on the Prostate and Seminal Vesicles

- 102 Incision of the prostate
- 103 Transurethral excision and destruction of prostate tissue
- 104 Transurethral and percutaneous destruction of prostate tissue
- 105 Open surgical excision and destruction of prostate tissue
- 106 Radical prostatovesiculectomy
- 107 Other excision and destruction of prostate tissue
- 108 Operations on the seminal vesicles
- 109 Incision and excision of periprostatic tissue
- 110 Other operations on the prostate

##### Operations on the Scrotum and Tunica Vaginalis Testis

- 111 Incision of the scrotum and tunica vaginalis testis

- 112 Operation on a testicular hydrocele
- 113 Excision and destruction of diseased scrotal tissue
- 114 Plastic reconstruction of the scrotum and tunica vaginalis testis
- 115 Other operations on the scrotum and tunica vaginalis testis

#### Operations on the Testes

- 116 Incision of the testes
- 117 Excision and destruction of diseased tissue of the testes
- 118 Unilateral orchidectomy
- 119 Bilateral orchidectomy
- 120 Orchidopexy
- 121 Abdominal exploration in cryptorchidism
- 122 Surgical repositioning of an abdominal testis
- 123 Reconstruction of the testis
- 124 Implantation, exchange and removal of a testicular prosthesis
- 125 Other operations on the testes

#### Operations on the Spermatic Cord, Epididymis und Ductus Deferens

- 126 Surgical treatment of a varicocele and a hydrocele of the spermatic cord
- 127 Excision in the area of the epididymis
- 128 Epididymectomy
- 129 Reconstruction of the spermatic cord
- 130 Reconstruction of the ductus deferens and epididymis
- 131 Other operations on the spermatic cord, epididymis and ductus deferens

#### Operations on the Penis

- 132 Operations on the foreskin
- 133 Local excision and destruction of diseased tissue of the penis
- 134 Amputation of the penis
- 135 Plastic reconstruction of the penis
- 136 Other operations on the penis
- 137 Miscellaneous- Chemotherapy/Radiotherapy/ Hemodialysis/
- 138 Lithotripsy

1.4 **ANY ONE ILLNESS** will be deemed to mean continuous period of illness and it includes relapse within 105 days from date of discharge from the **HOSPITAL / NURSING HOME** where treatment was last taken. Occurrence of same illness after a lapse of 105 days as stated above will be considered as fresh illness for the purpose of this policy provided the policy has been renewed with the Company for a fresh period of insurance.

1.5 It is further clarified that the policy shall reimburse only those expenses incurred for hospitalisation commencing from a date within the policy period. If the hospitalisation extends beyond the expiry date of the policy, the total benefit will not exceed the Sum Insured/**ANY ONE YEAR LIMIT** indicated in the Schedule of the policy during whose validity, such hospitalisation commenced.

1.6 Pre-Hospitalisation expenses shall mean relevant medical expenses incurred during a period of up to sixty (60) days prior to hospitalisation for **DISEASE** or **INJURY** sustained and will be considered as part of claim mentioned under clause 1.2 hereinbefore.

1.7 Post Hospitalisation expenses shall mean relevant medical expenses incurred during a period of up to sixty (60) days after hospitalisation for **DISEASE** or **INJURY** sustained and will be considered as part of claim as mentioned under clause 1.2 hereinbefore.

1.8 **DOMICILIARY HOSPITALISATION EXPENSES** means medical treatment for a period exceeding three days for such **DISEASE** or **INJURY** which in the normal course would require care and treatment at the **HOSPITAL / NURSING HOME** but is actually taken whilst confined at home in India under any of the following circumstances namely:

- i) The condition of the **INSURED PERSON** is such that he/she cannot be removed to the **HOSPITAL / NURSING HOME**; or
- ii) The **INSURED PERSON** cannot be removed to **HOSPITAL/NURSING HOME** for the lack of accommodation therein;

Provided however that **DOMICILIARY HOSPITALISATION EXPENSES** shall not cover:

- i) Expenses incurred for pre and post **HOSPITAL / NURSING HOME** treatment; and
- ii) Expenses incurred for treatment for any of the following **DISEASES**:
  - 1) Asthma;
  - 2) Bronchitis;
  - 3) Chronic Nephritis and Nephrotic Syndrome;
  - 4) Diarrhoea and all type of Dysenteries including Gastro-enterities;
  - 5) Diabetes Mellitus Insipidus;
  - 6) Epilepsy;
  - 7) Hypertension;
  - 8) Influenza, Cough and Cold;
  - 9) All Psychiatric or Psychosomatic Disorders;
  - 10) Pyrexia of unknown origin for less than 10 days;
  - 11) Tonsillitis and Upper Respiratory Tract Infection including Laryngitis and Pharyngitis;
  - 12) Arthritis, Gout and Rheumatism.

The annual limit for **DOMICILIARY HOSPITALISATION EXPENSE** under the policy shall be restricted to 15% of the **ANY ONE YEAR LIMIT** stated in the policy Schedule subject to a maximum of Rs. 50,000/- (Rupees Fifty Thousand Only) and provided that the **DOMICILIARY HOSPITALISATION EXPENSE** cover shall be available only in respect of treatments taken under the Allopathic mode of treatment and shall be further subject to the above conditions and exclusions.

## 2. DEFINITIONS

2.1 **ACCIDENT** or **ACCIDENTAL** means a sudden, unforeseen and unexpected event happening by chance.

2.2 **ANY ONE YEAR LIMIT** means Sum Insured which shall be the amount stated as such in the policy Schedule for an **INSURED PERSON** subject to specific restrictions mentioned elsewhere under any other clauses of the policy. The **ANY ONE YEAR LIMIT** shall be subject at all times to the terms and conditions of the policy, including but not limited to the exclusions, any additional limitations and/or **PER OCCURRENCE LIMIT** mentioned in this policy and Schedule.

2.3 **DEPENDENT CHILD** means an unmarried dependent child ordinarily residing with the **INSURED PERSON** between the age of three (3) months and eighteen (18) years, or up to and including the age of twenty-five (25) years if undergoing full time education at an accredited tertiary institution and shall include legally adopted children and children from a previous marriage, of an **INSURED PERSON** or the **SPOUSE** of an **INSURED PERSON**.

2.4 **DISEASE** means a pathological condition of a part, organ, or system resulting from various causes, such as infection, pathological process, or environmental stress, and characterized by an identifiable group of signs or symptoms.

2.5 **ENDORSEMENT** means written evidence of an agreed change in the policy including but not limited to increase or decrease in the period, extent and nature of the cover.

2.6 **HOSPITAL / NURSING HOME** means an establishment which:

- a) is registered as such with a local authority and is under the supervision of a registered and qualified Medical Practitioner; and operates for the

reception, care and treatment of sick, ailing or injured persons as in-patients; and

- b) provides organised facilities for diagnosis and medical and surgical treatment at all times; and is not primarily a day clinic, rest or convalescent home or similar establishment and is not, other than incidentally, a place for the treatment of alcoholics or drug addicts or a rehabilitation center;

OR

- a) has a fully equipped operation theatre of its own wherever surgical operations are carried out; and
- b) provides nursing care and has a Physician or a staff of Physicians actually on the premises at all times; and
- c) has at least 10 in-patient beds at all times.

2.7 **INJURY** or **INJURIES** means any physical, external, **ACCIDENTAL** bodily **INJURY** occurring suddenly in time and resulting solely and independently of any other cause or any physical defect or infirmity existing before the period of insurance.

2.8 **INSURED PERSON** means any person between the age of three (3) months and seventy (70) years of age, (except when the Company at its sole discretion, covers a person over seventy (70) years of age) including a person who is an relative of the **INSURED PERSON**, for whom premium has been paid and who is identified in the Schedule as an **INSURED PERSON**. The following relatives of an **INSURED PERSON** shall also be **INSURED PERSONS** under the policy, if family package is opted:

- a) **SPOUSE** who permanently resides with the **INSURED PERSON**
- b) Dependent Children of an **INSURED PERSON** who (i) are financially dependent on the **INSURED PERSON**; and (ii) permanently reside with the **INSURED PERSON**;
- c) Dependent Parents of the **INSURED PERSON** not exceeding seventy (70) years of age.

2.9 **MATERNITY EXPENSES BENEFIT** means expenses for treatment in a **HOSPITAL / NURSING HOME** arising from or traceable to pregnancy, childbirth including normal Caesarean section in respect of a female **INSURED PERSON**.

2.10 **MEDICAL PRACTITIONER** means a person currently legally licensed and registered by the Medical Council of the respective State of India to practice medicine in its jurisdiction. The term **MEDICAL PRACTITIONER** includes qualified physicians, specialists and surgeons other than:

- a) an **INSURED PERSON** under this policy;
- b) an **INSURED PERSON'S** employer or business partner;
- c) an employee, trainee or assistant of the **INSURED PERSON**; or
- d) an **IMMEDIATE FAMILY MEMBER** of the **INSURED PERSON**. **IMMEDIATE FAMILY MEMBER** for this purpose means an **INSURED PERSON'S** Spouse; children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; step or adopted children; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the **INSURED PERSON**. For purposes of this definition, the term **IMMEDIATE FAMILY MEMBER** shall not be limited to natural persons resident in the same country as the **INSURED PERSON**.

2.11 **PER CLAIM LIMIT** means maximum amount that can be reimbursed for **ANY ONE ILLNESS** covered under the scope of the policy.

- 2.12 **PERIOD OF INSURANCE** means the Operative Time stated in the Schedule, commencing on or after the Policy Effective Date and terminating on or before the Policy Expiration Date.
- 2.13 **INSURED PERSON** means the entity or person named as such in the Schedule.
- 2.14 **PRE-EXISTING CONDITION** means any **DISEASE** or **INJURY** for which medical advice, diagnosis, care or treatment:
- was received by;
  - was recommended to; or
  - would have been sought by a reasonably prudent person,
- prior to becoming insured under this policy. Complications arising from a **PRE-EXISTING CONDITION** will be considered part of that **PRE-EXISTING CONDITION**.
- 2.15 **QUALIFIED NURSE** means a person who holds a certificate of a recognized nursing council and who is employed on the recommendation of an attending medical practitioner.
- 2.16 **SPOUSE** means an **INSURED PERSON'S** husband or wife who is recognised as such by the laws of the jurisdiction in which they reside and who does not exceed sixty-five (65) years of age.
- 2.17 **SUM INSURED** means the amount stated in the policy Schedule as such or limited to the specific insurance details in any Section of this policy. The **SUM INSURED** shall be subject at all times to the terms and conditions of the policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.
- 2.18 **SURGICAL OPERATION** means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.
- 2.19 **TPA** means a Third Party Administrator as mentioned in the Schedule who is licensed by Insurance Regulatory & Development Authority (IRDA) and is engaged for a fee or remuneration by the Company for providing health services to the **INSURED PERSON**.
3. **EXCLUSIONS**  
The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any **INSURED PERSON** in connection with or in respect to:
- 3.1. (a) All **DISEASES** or **INJURIES** which are a **PRE-EXISTING CONDITION** when the cover incepted during the first policy period.  
(b) Any heart, kidney and circulatory disorders in respect of the Insured Person suffering from pre existing Hypertension and/or Diabetes.  
**These diseases shall however be covered after 3 years of consecutive insurance policy with the Company, which were renewed each year without any break.**
- 3.2. Any **DISEASE** other than those stated in clause 3.3, contracted by the **INSURED PERSON** during the first thirty (30) days from the commencement date of this policy period. This exclusion shall not however apply if the **INSURED PERSON** was covered under a Health policy issued by the Company for a continuous preceding twelve (12) months period from the commencement date without any break and/or the **INSURED PERSON** is hospitalized due to injuries suffered due to accident arising independent of the disease.
- 3.3 (a) During the first policy period of this policy, expenses for treatment of following **DISEASES** are excluded:  
**FIRST YEAR EXCLUSIONS**  
Treatment of Congenital Internal Diseases, ASD, VSD, Tetralogy of Fallot, etc.  
Any type of Migraine/Vascular Headache.  
Stones in the Kidney & Biliary systems.  
Surgery on Tonsils/Adenoids/Mastoidectomy, Tympanoplasty, Gastric & Duodenal Ulcer.  
Any type of Cysts/Nodules/Polyps.  
Any type of Breast Lumps.
- 3.3 (b) During the first two years of policy periods of this policy, the expenses of the following Diseases are excluded:  
**FIRST TWO YEAR EXCLUSIONS**  
Treatment of Spondylitis/Spondilitis.  
Intervertebra Disc Prolapse and such other degenerative disorders.  
Cataract.  
Fistula.  
Piles.  
All types of Hernia.  
Hydrocele.  
Benign Prostate Hypertrophy.  
TURP.  
Hysterectomy for Menorrhagia or Fibromyoma or Myomectomy or Prolapse of Uterus.  
Fissures in Anus.  
Sinusitis.  
Knee/Hip Joint Replacement.  
Chronic Renal Failure.  
Heart Disease.  
Any type of Carcinoma/Sarcoma/Blood Cancer.  
Osteoarthritis and Osteoporosis.  
Non-infective Arthritis.  
Undescendent Testes.  
Surgery of Genito Urinary.  
Gout & Rheumatism.  
Hypertension.  
Diabetes.  
Calculus Diseases.  
Surgery of Varicose Veins and Varicose Ulcers.  
Dilation & Curettage.  
Dialysis required for Chronic Renal Failure.
- If these **DISEASES** (other than congenital internal **DISEASE** or defects) are a **PRE-EXISTING CONDITION** at the time of proposal, they will not be covered during subsequent period if this policy is renewed. If the **INSURED PERSON** is aware of the existence of congenital internal **DISEASE** or defects before inception of policy, the same will be treated as a **PRE-EXISTING CONDITION**.
- 3.4 Claims arising from, as a consequence of or involving investigations, operations or treatment of a purely cosmetic nature; or for obesity; or undertaken to facilitate pregnancy or to cure impotence or to improve potency.
- 3.5 **INJURY** or **DISEASE** directly or indirectly caused by or arising from or attributable to:
- War, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Insured to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not directly or indirectly caused by, resulting from or in connection with any war, war-like operations, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
  - In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
  - Ionising radiation or contamination by radioactivity from any source whatsoever.
  - Nuclear weapons material.
- 3.6 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 including any complications arising from these treatments, whether or not for psychological reasons, plastic surgery other than as may be necessitated due to an **ACCIDENT** or as a part of any illness.
- 3.7 The cost of spectacles and contact lenses, hearing aids, dental treatment or surgery of any kind unless requiring hospitalisation.
- 3.8 Convalescence, general debility, run-down condition or rest cure; congenital external **DISEASE**, sterility, venereal **DISEASE**, intentional self **INJURY** or injury caused by any Insured Person to his relative who is also an Insured Person under this Policy, suicide or attempted suicide and use of intoxicating drugs or alcohol, Tubectomy, Vasectomy, Any fertility, sub-fertility or assisted conception operation - IVF, GIFT, ZIFT, Embryo transfer, donor ovum and related costs.
- 3.9 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-cell Lymphographic Virus Type 111 (HTLB-111) 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.
- 3.10 Charges incurred at **HOSPITAL / NURSING HOME** primarily for diagnostic, x-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any **DISEASE** or **INJURY**, for which confinement is required at a **HOSPITAL/NURSING HOME** or at home under **DOMICILIARY HOSPITALISATION**.
- 3.11 Expenses on vitamins and tonics unless forming part of treatment for **INJURY** or **DISEASES** as certified by the attending **MEDICAL PRACTITIONER**.
- 3.12 Loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.
- 3.13 Treatment arising from or traceable to pregnancy and childbirth (including voluntary termination of pregnancy) and childbirth, (including caesarean section). Expenses incurred in relation to infant(s) born after delivery (Baby/ies) until the Baby/ies become(s) three (3) months of age.
- 3.14 Naturopathy treatment.
- 3.15 Any routine or preventive examinations, vaccinations, inoculations or screening.
- 3.16 Any Out Patient treatment charges.
- 3.17 Sex change or treatment, which results from or is in any way related to sex change.
- 3.18 Hormone Replacement Therapy.
- 3.19 All & every kind of Lasik Surgery.
- 3.20 All kinds of treatment of psychiatric, mental or nervous conditions, insanity, etc.
- 3.21 Use of intoxicating drugs alcohol and the treatment of alcoholism, solvent abuse, drug abuse or any



addiction and medical conditions resulting from or related to, such abuse or addiction.

3.22 Any person whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachute, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of ropes or guides, pot holding, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow & ice sports and activities of similar hazards.

3.23 The following expenses incurred are not covered under the policy:

Admission charges, service charges, registration charges, telephone charges, television charges, electric charges, water charges, aya & attendant fees, barber charges, shaving charges, blades charges, toothpaste & brush, soaps, food items and similar items.

3.24 External Medical Equipment of any kind used at home as post hospitalization care including cost of instrument used in treatment of sleep apnea syndrome (C.P.A.P), continuous Peritoneal Ambulatory Dialysis (C.P.A.D) and Oxygen Concentrator for Bronchial Asthmatic condition.

#### 4.0 CONDITIONS AND CLAIMS PROCEDURE

##### Part I – Conditions

1) Every notice or communication to be given or made under this policy **other than claim** shall be delivered in writing at the address of the policy issuing office as shown in the Schedule. No such notice, communication or intimation shall be valid unless it contains full particulars of the policy, persons covered under the policy and other details as may be necessary.

2) The premium payable under this policy shall be paid in advance. No receipt for premium shall be valid unless it is on the official form of the Company and signed by a duly authorised official of the Company. The due payment of premium and the observance and fulfillment of the terms, provisions, conditions and endorsements of this policy by the **INSURED PERSON**, insofar 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 authorised official of the Company.

3) **THIS POLICY SHALL BE VOIDABLE AT THE OPTION OF THE COMPANY IN THE EVENT OF MIS-REPRESENTATION, MIS-DESCRIPTION OR NON-DISCLOSURE OF ANY MATERIAL PARTICULAR BY THE POLICY HOLDER, PERSON INSURED UNDER THE POLICY OR A BENEFICIARY UNDER THIS POLICY IF HE IS DIFFERENT FROM THE PERSON INSURED. ANY PERSON WHO, KNOWINGLY AND WITH INTENT TO DEFRAUD THE INSURANCE COMPANY OR OTHER PERSONS, FILES A PROPOSAL FOR INSURANCE CONTAINING ANY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT WHICH WILL RENDER THE POLICY VOIDABLE AT THE INSURANCE COMPANY'S SOLE DISCRETION AND RESULT IN A DENIAL OF INSURANCE BENEFITS.**

**IF A CLAIM IS IN ANY RESPECT FRAUDULENT, OR IF ANY FRAUDULENT OR FALSE PLAN, SPECIFICATION, ESTIMATE, DEED, BOOK,**

**ACCOUNT ENTRY, VOUCHER, INVOICE OR OTHER DOCUMENT, PROOF OR EXPLANATION IS PRODUCED, OR ANY FRAUDULENT MEANS OR DEVICES ARE USED BY THE INSURED PERSON, PERSON INSURED UNDER THE POLICY, BENEFICIARY, CLAIMANT OR BY ANYONE ACTING ON THEIR BEHALF TO OBTAIN ANY BENEFIT UNDER THIS POLICY, OR IF ANY FALSE STATUTORY DECLARATION IS MADE OR USED IN SUPPORT THEREOF, OR IF LOSS IS OCCASIONED BY OR THROUGH THE PROCUREMENT OR WITH THE KNOWLEDGE OR CONNIVANCE OF THE INSURED PERSON, PERSON INSURED, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.**

4) The policy shall be effective only from the effective date as set out in the policy notwithstanding acceptance of the proposal form by the Company and the receipt of full premium in advance.

5) The policy, the schedule, the proposal form, riders, endorsements and any memorandum shall constitute the complete contract of insurance. No change or alteration in this policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the policy.

6) Any **MEDICAL PRACTITIONER** authorised by the Company shall be allowed to examine the **INSURED PERSON** in case of any alleged **INJURY** or **DISEASE** requiring hospitalisation when and as often as may reasonably be required by the Company.

7) The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means or device 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 other than a Cancer Insurance Policy issued in collaboration with Indian Cancer Society 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 Company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses. The benefits under this policy shall be in excess of the benefits available under the Cancer Insurance Policy.

9) **Cumulative Bonus:** Sum Insured under the policy shall be increased by 5% at each renewal in respect of each claim free year of insurance, subject to maximum of 50% of the Sum Insured.

In case of any revision in Sum Insured at the time of renewal, the Cumulative Bonus % shall be applied either on revised Sum Insured or the expiring Policy Sum Insured, whichever is less.

In case of a claim under the policy in respect of an Insured Person who has earned the cumulative bonus, the increased percentage will be reduced by 10% of the of the Sum Insured at the next renewal. However, the basic Sum Insured will be maintained and will not be reduced. Cumulative Bonus will be lost if the policy is not renewed on the date of expiry unless the delay is condoned up to maximum of 15 days and waived by the Company.

Transfer of Cumulative bonus shall not mean continuity of benefits from any expiring Health Insurance Policy.

10) **Family Discount:** The family discount of 10% to 20% in the total premium will be allowed comprising the Insured and any one or more of the following:

- a) Spouse
- b) Dependent Children
- c) Dependent Parents
- If 2 persons are covered in one policy, then a discount of 10% is allowed.
- Up to 4 persons in one policy, then a discount of 15% is allowed.
- Beyond 4 persons in one policy, then there will be 20% discount.

11) The Company may, at any time, cancel this policy by sending the **INSURED PERSON** thirty (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 PERSON** a pro-rata premium for the unexpired Period of Insurance. The Company shall, however, remain liable for any claim, which arose prior to the date of cancellation. The **INSURED PERSON** may at any time cancel the policy by sending the Company thirty (30) days notice by registered letter and in such event the Company shall retain premium at the Company's short period rate given hereinbelow and refund the balance premium provided no claim has occurred up to the date of cancellation. If a claim is made under the policy, the Company will retain the entire premium.

PERIOD ON RISK	RATE OF PREMIUM TO BE CHARGED
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Upto one month	¼ of the annual rate
Upto three months	½ of the annual rate
Upto six months	¾ of the annual rate
Exceeding six months	Full annual rate

12) If any difference shall arise between the **INSURED PERSON** and the Company 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 two disinterested persons as arbitrators, who shall together proceed to appoint an umpire. The two arbitrators respectively shall be appointed in writing by the Company and the **INSURED PERSON** within 30 days after having been required so to do in writing by the other party and the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time and for the time being in force, shall apply to such arbitration.

In case either the Company or the **INSURED PERSON** refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator.

It is 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 or umpire of the amount of the loss or damage shall be first obtained.

The venue of the arbitration proceedings shall be at the Corporate Office of the Company which is currently situated at 6th Floor, Leela Business Park, Andheri-Kurla Road, Andheri (E), Mumbai 400 059.

It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided if the Company has disputed or rejected liability under or in respect of this policy.

13) In no case whatsoever shall the Company be liable under the policy after the expiry of 12 months of the

happening of INJURY or DISEASE resulting in a claim under the policy unless such claim is made the subject matter of pending legal action or arbitration. It is hereby expressly agreed and declared that if the Company disclaims liability to the INSURED PERSON for any claim hereunder mentioned, and such claim is not, within 12 calendar months from the date of such disclaimer, 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.

- 14) The Company shall be under no obligation to renew the policy on expiry of the period for which premium has been paid. The Company reserves the right to offer revised rates, terms and conditions at renewal based on claim experience and a fresh assessment of the risk. This policy may be renewed only by mutual consent and subject to payment in advance of the total premium at the rate in force at the time of renewal. The Company, however, shall not be bound to give notice that the policy is due for renewal or to accept any renewal premium. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.
- 15) All medical/surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.
- 16) No sum payable under this policy shall carry interest.
- 17) This Policy shall be governed by the laws of India and the courts within Republic of India alone shall have jurisdiction in any dispute arising hereunder.
- 18) Upon settlement of the claim made under the policy, the Company shall be entitled to any amount paid by or recoverable from anyone on any ground whatsoever and shall be received or recovered by the Company. The person covered under the policy and all persons claiming on his / her behalf shall give to the Company all necessary information and assistance to enable the Company to secure and recover such amount including subrogation. The Company shall, if necessary, be entitled to sue at its own expense in the name of such person covered under the policy or persons claiming on his / her behalf for recovery of amounts from such persons for which they may be liable. In the event of any such payment being received by the person covered under the policy directly or by other persons on their behalf, it shall be made over by him / her to the Company forthwith.
- 19) The POLICY HOLDER or INSURED PERSON shall point out to the Company, discrepancies, if any, in the information contained in the policy document or Certificate of Insurance, as applicable, within 15 days from policy / certificate issue date after which information contained in the policy or Certificate of Insurance shall be deemed to have been accepted as correct.
- 20) Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Insurance Ombudsman in accordance with the procedure contained in The Redressal of Public Grievance Rules, 1998 (Ombudsman Rules). Proviso to Rule 16(2) of the Ombudsman Rules however, limits

compensation that may be awarded by the Ombudsman, to the lower of compensation necessary to cover the loss or damage suffered by the Insured as a direct consequence of the insured peril or Rs. 20 lakhs (Rupees Twenty Lakhs Only) inclusive of ex-gratia and other expenses. A copy of the said Rules shall be made available by the Company upon prior written request by the insured.

#### Part II – Claims Procedure

- 1) It shall be a condition precedent to the Company's liability under this policy that on the occurrence of the event which may give rise to a claim under this policy, the INSURED PERSON or the INSURED PERSON's representative shall immediately contact and intimate the TPA who has been appointed under the policy to provide claim services. The INSURED PERSON shall immediately give written notice to the TPA at the address given in the Schedule and thereafter submit full particulars of the claim to the TPA within seven (7) days from the date of hospitalisation.
- 2) All supporting documents relating to the claim must be submitted to the TPA within thirty (30) days from the date of discharge from the hospital. In case of post hospitalisation treatment days, all claim documents should be submitted to the TPA within seven (7) days after completion of such treatment.
- 3) The INSURED PERSON shall obtain and furnish to the TPA, all original bills, receipts and other documents upon which a claim is based and such additional information and assistance as the TPA may require in dealing with the claim.
- 4) Treatment taken at a Network Hospital means treatment given by a provider of health care services, which has a participation agreement with the TPA or its affiliate directly or through one or more other organizations to provide claims services to INSURED PERSONS under the policy.
- 5) Treatment taken at a Non-Network Hospital means treatment given by a HOSPITAL / NURSING HOME which is not a Network Hospital.
- 6) A claimant under the policy shall abide by the rules and regulations made in this behalf by the TPA and intimated to the INSURED PERSON in the form of a 'Membership Guide' or in any other form by whatever name called. It shall be the INSURED PERSON's responsibility to ensure that all INSURED PERSONS are made aware of the said rules and regulations as amended from time to time by the TPA / Company.
- 7) All certificates, information & evidence required by the Company/TPA shall be furnished at no expense to the Company / TPA and shall be in such form and of such nature as the Company may prescribe. When required by the Company / TPA, the INSURED PERSON shall at its own expense submit to medical examination in respect of any claim.
- 8) In the event of a claim under this policy, the INSURED PERSON and the INSURED PERSON must fully co-operate with the Company/TPA in its handling of the claim including, but not limited to, the timely submission of all medical and other reports, and full co-operation with all physical examinations that the Company/TPA may require.
- 9) Medical advice of a MEDICAL PRACTITIONER shall be sought and followed promptly on the occurrence of any INJURY or DISEASE and the

Company shall not be liable for any part of a claim which in the opinion of a physician appointed by the Company/TPA, arises from the unreasonable or wilful neglect or failure of an INSURED PERSON to seek and remain under the care of a MEDICAL PRACTITIONER.

- 10) It shall be the duty of INSURED PERSON to obtain pre-authorization of all hospitalization events by the TPA/Company. Pre-Authorization shall mean review by the TPA or the Company of the "need" for inpatient care or other medical care upon a reference being made by an INSURED PERSON before admission to a HOSPITAL/NURSING HOME. An INSURED PERSON shall be required to make the said reference for pre-authorization at least 48 hours prior to a planned hospitalization. However, for emergency hospitalizations, a reference for pre-authorization shall be made within 24 hours of admission to a HOSPITAL/ NURSING HOME.
- 11) Reimbursement of claims for hospitalizations that have not been pre-authorized will be processed by the TPA at the discretion of the Company.
- 12) An INSURED PERSON may choose to seek hospitalization either at a Network or Non-Network Hospital.
- 13) For hospitalisations at Network Hospitals which have been duly pre-authorized as aforesaid, the INSURED PERSON will be eligible for credit facilities subject to fulfilling the eligibility criteria laid down by the TPA/Company from time to time or as may be set out in the provisions of Membership Guide in force.
- 14) For credit hospitalisations as referred to in clause 13 hereinabove, it shall be the responsibility of the INSURED PERSON to pay all expenses that are not eligible for payment as per the terms, conditions and exclusions of the policy and any endorsements thereto and the Company shall have no liability in that behalf.
- 15) For credit hospitalisations, the bills/supporting documents will be forwarded to the TPA by the Network Hospital. However, pre and post hospitalisation bills will be required to be forwarded to the TPA by the INSURED PERSON.
- 16) For non-credit hospitalizations, the bills will be required to be settled by the INSURED PERSON and thereafter sent along with relevant supporting documents to the TPA in support of a claim.
- 17) To be eligible to be considered by the TPA/ Company, the duly completed claim form must be supported by all original documents / bills.
- 18) For Non-Network hospitalizations, an INSURED PERSON shall make co-payment of 10 percent of admissible claim amount. The co-payment amount shall be deducted from the claims reimbursable and the balance shall be paid to the INSURED PERSON or INSURED PERSON at the sole discretion of the TPA / Company.
- 19) FOR THE REMOVAL OF DOUBTS IT IS EXPRESSLY CLARIFIED THAT IN THE EVENT OF A CONFLICT BETWEEN ANY RULES, REGULATIONS, REQUIREMENTS, STIPULATIONS, AUTHORIZATIONS, CONDITIONS OR WARRANTIES ISSUED / MADE / REQUESTED BY THE TPA AND THE COMPANY, THOSE MADE BY THE COMPANY SHALL PREVAIL.