

Medi Classic (Individual) Insurance Policy

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

NOW THIS POLICY WITNESSESETH that subject to the terms, conditions, exclusions and definitions contained herein or endorsed or otherwise expressed hereon, the Company undertake that if during the period stated in the Schedule or during the continuance of this policy by renewal 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 the insured Person, upon the advice of the duly Qualified Physician/Medical Specialist /**Medical Practitioner** (hereinafter called MEDICAL PRACTITIONER) or of duly Qualified Surgeon to incur Hospitalization expenses for medical/surgical treatment at any **Nursing Home / Hospital** in India as herein defined (hereinafter called HOSPITAL) as an **inpatient** the Company will pay to the Insured Person the amount of such expenses as are reasonably and necessarily incurred in respect by or on behalf of 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 Rs. 5,000/- 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. Emergency ambulance charges up-to a sum of Rs. 750/- per hospitalisation and overall limit of Rs. 1,500/- per policy period for transportation of the insured person by private ambulance service when this is needed for medical reasons to go to hospital for treatment provided such hospitalisation claim is admissible as per the Policy.
- F. Relevant **Pre-Hospitalization** medical expenses incurred for a period not exceeding 30 days prior to the date of Hospitalisation, on the disease/illness, injury sustained following an admissible claim under the policy.
- G. A sum equivalent to 7% of the hospitalisation expenses incurred comprising of Nursing Charges, Surgeon/Consultant fees, Diagnostic charges, Medicines and Drugs only subject to a maximum of Rs. 5,000/- 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 Rs. 5,000/- per day.

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

The amount payable in respect of the following treatment is up-to the limit mentioned there-against:(day care treatment.)

Cataract surgery - Rs. 20,000/- in respect of one eye and Rs. 30,000/- in the entire policy period

Lithotripsy– Rs20000/-

Tonsillectomy- Rs7500/-

Incision and Draining of Abscess- Rs1500/-

Liver Aspiration- Rs2000/-

Pleural Effusion Aspiration- Rs2000/-

Colonoscopy – Rs 2000/

Sclerotherapy – Rs5000/-

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

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

2.0 DEFINITIONS

Attendant means any person other than family members of the Insured Person who is engaged for the sole purpose of attending to the Insured Person.

Any one Illness

Any One Illness will be deemed to mean continuous period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment has been taken. Occurrence of the same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this policy.

Claims ratio means the ratio of amounts paid (or outstanding) including claims cost, if any, to the premium paid

Company means Star Health and Allied Insurance Company Limited

Co-payment means the amount of claim to be borne by the insured.

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.

Hospital/Nursing Home means any institution in India established for indoor care and treatment of sickness and injuries and which

Either

a) has been registered either as hospital or nursing home with the local authorities and is under the supervision of a registered and qualified **Medical Practitioner**.

Or

b) Should comply with minimum criteria as under.

1. It should have at least 15 inpatient beds.
2. Fully equipped operation theatre of its own wherever surgical operation is carried out
3. Fully **qualified nursing** staff under its employment round the clock
4. Fully qualified Doctor(s) should be in charge round the clock.

(N B: “in class ‘C’ towns conditions of number of bed be reduced to 10)

The term “hospital / Nursing home” shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts, or place of alcoholics, a hotel or a similar place.

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.

Network Hospital means all such hospitals or other providers that the Company have mutually agreed with, to provide services like cashless access to policyholders. The list is available with the Company and subject to amendment from time to time.

Non Network Hospital means any hospital or other provider that is not part of the network

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

Pre Hospitalization : 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 .

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.

3.0 EXCLUSIONS

The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by the insured person in connection with or in respect of:

1. **Pre-Existing Disease** as defined in the policy, until 48 months of continuous coverage have elapsed, since inception of the first policy with any Indian Insurance Company.
2. Any medical expenses incurred for any illness diagnosed or diagnosable within 30 days of the commencement of insurance except those incurred as a result of injury. This exclusion shall not apply in case of the Insured person having been covered under any health insurance policy (Individual or Group Health Insurance Policy) with any of the Indian Insurance Companies for a continuous period of preceding 12 months without any break.
3. 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. If these are Pre-Existing at the time of proposal they will be covered subject exclusion No1 above.

4. During the first year of operation of insurance cover, the expenses on treatment of Benign Prostate Hypertrophy, Hernia, Hydrocele, Congenital internal disease / defect, Fistula/ fissure in anus , Piles , Sinusitis and related disorders, treatment for Gall stones and renal stones are not payable. If these are pre-existing at the time of proposal they will be covered subject to exclusion No 1 above
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. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination (except 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.
8. Cost of spectacles and contact lens, hearing aids, walkers, crutches wheel chairs 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, Run-down condition or rest cure, Psychosomatic disorders, 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 Lymph Tropic 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. Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials
15. Treatment arising from or traceable to pregnancy (other than ectopic pregnancy), childbirth, miscarriage, abortion or complications of any of these including caesarean section.
16. NaturopathyTreatment
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 shall be restricted to 25% of the Sum Insured and subject to a maximum of Rs 25000/in the entire policy period.

4. 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 fulfillment of the terms, provision, conditions and endorsements of this policy by the Insured Person, in so far as they relate to anything to be done or complied with by the Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions, and endorsements of this policy shall be valid unless made in writing and signed by an authorized official of the Company.
3. Upon the happening of any event, which may give rise to a claim under this policy, notice with full particulars shall be sent to the Company within 24 hours from the date of occurrence of the event.
4. Claim must be filed within 15 days from the date of discharge from the Hospital.

Note: Conditions No. 3 & 4 are conditions that are precedent to admission of liability under the policy.

However the company may examine and relax the time limits mentioned in the condition 3 &4 above.

5. The Insured Person shall obtain and furnish the Company with all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim

6. Any medical practitioner authorized by the Company shall be allowed to examine the Insured Person in case of any alleged injury or 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/non disclosure 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 company will not be liable to contribute more than a rateable proportion of such costs and expenses.

9. **Renewal:** The policy will be renewed except on grounds of misrepresentation / fraud non disclosure of material facts or non cooperation of the Insured. Where the claims ratio for the preceding 2 consecutive years(including the expiring policy.) exceeds 100% premium loading as per the table given below would be applicable:

Loading of premium:

Average claims ratio of preceding two consecutive years	Loading on premium
> 100 – 125%	20%
126- 150%	30%
> 150%	50%

However in respect of disease / sickness / illness for which the claim/has/have been made ,the sum insured will be restricted to that policy sum insured where 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 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 cancel this policy on grounds of misrepresentation, fraud , non disclosure of material fact or non-co-operation by the insured person , by sending the Insured 30 days notice by registered letter at the Insured person’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 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 premium
Up to six months	3/4 th of the annual premium
Exceeding six months	full annual premium

11. Automatic Termination: This policy shall terminate immediately on the earlier of the following events:

- ✓ Upon the death of the Insured Person in which case the Company will refund premium calculated on pro-rata basis for the unexpired period subject to there being no claim under the policy.
- ✓ Upon exhaustion of the sum insured

12. **Arbitration:** 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. **No Claim Discount:** The Insured Person shall be eligible for No Claim Discount for every claim-free year as per scales below: (not applicable for Family Package Plan)

No of years	Discount on the basic premium
First year	Nil
Beginning of Second year	5%
Beginning of Third year	10%
Beginning of Fourth year	15%
Beginning of Fifth Year	20%
Beginning of the Sixth Year and subsequent years	25% (maximum)

Note:

The No Claim Discount will be allowed only on the Basic premium and not on the premium in respect of Add-on covers. Where a claim is made the No claim Discount will scale down one step backward under age group 5 months to 35 years and two steps backward under age group 36 years to 45 years, The No Claim Discount for the age band 46 years to 80 years will become NIL when there is a claim. No Claim Discount will be lost if the policy is not renewed on the date of expiry. In exceptional circumstances 15 days extension in period of renewal is permissible to be entitled for No Claim discount although the policy is renewed only subject to medical examination at the insured's cost and exclusion of additional diseases, if any, contracted during such break-in period.

15. **Package Charges**

The Company's liability in respect of package charges will be restricted to 80% of such amount. Where Package rates are charged the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at Rs. 4,000/- per day.

(Package charges refer to charges that are not advertised in the Schedule of the Hospital)

16. Relief under Section 80-D: Insured Person is eligible for relief under Section 80-D of the Income Tax Act in respect of the premium paid by any mode other than cash.

17. **Special conditions applicable to Family Package Plan**

Family means Insured Person, Spouse and dependent children not exceeding 2 numbers
The total sum insured is to be equally apportioned among all the persons covered.
Each family member is covered up-to his/her limit only. No transfer of unutilised balance to other members is permissible.

The Insurance with respect each relevant person shall terminate immediately on the earlier of the following events:

- ✓ Upon the death of the Insured Person
- ✓ Upon exhaustion of the sum insured with respect of that person

18. Co payment: The Insured person can opt to bear the following in respect of each and every claim:

Insured persons in age group 5 months to 35 years: 5% of the claim amount

Insured persons in age group 36years to 45 years: 10% of the claim amount

Insured persons in age group 46years to 70 years: 20% of the claim amount

Insured persons in age group 71years to 80 years 20% of the claim amount

In consideration of the co-pay at the specified scale opted by the Insured Person discount on the final premium at the following scale is applicable:

4% of the final premium

8% of the final premium

10% of the final premium

12% of the final premium respectively

19. 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.

21. Notices

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 Allied Insurance Company

Limited, No 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai-600034. Fax no: 044-28288826, Toll free no: 1800 425 2255 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.

22. 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

23. 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:

- a. any partial or total repudiation of claims by the Company
- 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 after receipt of the premium

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

Office of the Insurance Ombudsman, 2 nd 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, 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in
Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd floor, Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Office of the Insurance Ombudsman, 2 nd 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,62.Forest park Bhubaneshwar -751009 Tel-0674-2596455 Fax-0674-2596429 Email ioobbsr@dataone.in	Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road , 3 rd floor, KOLKATA – 700 001. Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net .
Office of the Insurance Ombudsman, Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018. Insurance Tel. 044-24333678,Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in	Office of the Insurance Ombudsman, Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in
Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103 2 nd 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 Nivesh, 5 th 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-400054.Tel 022-26106928/Fax 022-26106052 Email ombudsmanmumbai@gmail.com

23 .IMPORTANT NOTE

The policy schedule and endorsement are to be read together .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