

## SCHEDULE OF BENEFITS

Note: -

- The Sum Insured indicated above are applicable per family per policy year.
- The aggregate limit under section 1a, 1b, 1c, 1d, 1e, 1f, 1g and 1h put together shall not exceed the Sum Insured
- Benefits of Sections 1a and 1d are subject to pre-authorisation;
- The Insurer will pay for Emergency ambulance road transportation by a licensed ambulance service to the nearest Hospital where Emergency Health Services can be rendered. Coverage is only provided in the event of an Emergency. The limits under this section are shown above.
- The Insurer grants Cash Free Access for authorised Network Hospitals. Without pre-authorisation the Insurer grants reimbursement for Network Hospitals.
- Non-Network Hospitalisation is reimbursable subject to a co-insurance stated above.

Version I, November 2006

## INTRODUCTION

Valuable Customer,

It is a privilege to have you as a policyholder of Cholamandalam MS General Insurance. Your complete satisfaction is our first priority and we look forward to serving you. In this context, please find enclosed:

- Your **Policy** : which is in the form of this booklet
- Your **Policy Schedule**: which provides salient details of your insurance cover

In the unfortunate event of you meeting with an incident, by which a claim can arise under this policy, please contact toll - free number **1-800-220848**. For any other queries please call any of our offices or our toll-free number **1800 200 5544**. This is a 24 hour national toll free number set up to ensure complete convenience round the clock. You can also call this number to obtain details of our other insurance products relevant to your needs.

At Cholamandalam MS General Insurance, we strive to ensure complete satisfaction of our policy holders. I personally invite you to contact me with any thoughts/suggestions that you may have.

With kind regards,

Your sincerely,



**S.S.Gopalarathnam**  
Managing Director

## COVERAGE PARTS

The Insurer's agreement to extend cover to the Insured up to the Limit of Indemnity per the terms and conditions contained in this Policy is based upon the Proposer's payment of premium and the proposal, which is incorporated into the Policy and is the basis of it.

Certain words or expressions have the specific meaning given in Section B whenever they appear in bold and in Initial Capitals in this Policy.

### A Coverage Parts

1) Upon the happening of the event under a) to e) and g) below during the Policy Period, the Insurer will indemnify the Proposer up to the Limit of Indemnity as detailed below and as per the General Conditions:

#### a) Hospitalisation Expenses

If the Insured is diagnosed with an illness or suffers Accidental Bodily Injury, which necessitates his Hospitalisation, the Insurer will reimburse the Insured's consequent Hospitalisation Expenses for:

- i) Room and board
- ii) Doctors fees
- iii) Intensive Care Unit
- iv) Nursing expenses
- v) Surgical fees, operating theatre, anesthesia and oxygen and their administration
- vi) Physical therapy
- vii) Drugs and medicines consumed on the premises
- viii) Hospital miscellaneous services (such as laboratory, x-ray, diagnostic tests)
- ix) Dressing, ordinary splints and plaster casts
- x) Costs of prosthetic devices if implanted during a surgical procedure
- xi) Organ transplantation including the treatment costs of the donor but excluding the costs of the organ

#### b) Post-hospitalisation Expenses

If the Insurer accepts a claim under a) above and, immediately following the Insured's discharge, he requires further medical treatment directly related to the same condition for which the Insured was Hospitalised, the Insurer will reimburse the Insured's Post-hospitalisation Expenses for up to 90 days following his discharge.

#### c) Pre-hospitalisation Expenses

If the Insured is diagnosed with an illness which results in his Hospitalisation and for which the Insurer accepts a claim under a) above, the Insurer will reimburse the Insured's Pre-hospitalisation Expenses for up to 60 days prior to his Hospitalisation as long as the 60 day period commences and ends within the Policy Period.

Specific Conditions Applicable to a) – c) inclusive:

- i) The Administrator will arrange for cash free payment to the extent of the Insurer's liability for Hospitalisation Expenses incurred at Network Hospitals subject to the Insured's satisfaction of General Conditions D4) and 6).
- ii) If the Insured for any reason chooses not to use a Network Hospital or otherwise breaches the terms of the authorisation obtained pursuant to

## SCHEDULE OF BENEFITS

Schedule of Benefits					
General Limit (per Family per policy year)Applicable on Sections 1a, 1b, 1c, 1d, 1e, 1f and Room Rent	Rs. 5,00,000	Rs. 4,00,000	Rs. 3,00,000	Rs. 2,00,000	Rs. 2,00,000
Co-insurance (per family per policy year) Applicable on eligible expenses caused by Non-Network Providers subject to being pre-authorized	10%	10%	10%	10%	10%
Room Rent per day	upto Rs. 3,000	upto Rs. 2,500	upto Rs. 2,000	upto Rs. 1,500	Covered
Section 1a Basic Hospitalisation Services	Covered	Covered	Covered	Covered	Covered
Section 1b Post-Hospitalisation	90 days after Hospitalisation				
Section 1c Pre-Hospitalisation	60 days prior to Hospitalisation				
Section 1d Day Care Services Only within Network; Subject to pre-authorization. Otherwise it is not covered	Covered	Covered	Covered	Covered	Covered
Section 1e Local Ambulance services (per Family per policy year)	Rs. 1,000	Rs. 1,000	Rs. 1,000	Rs. 1,000	Rs. 1,000
Section 1f Hospital Daily Allowance Daily benefit Maximum days covered per family per policy year	Rs. 500 14 days	Rs. 400 10 days	Rs. 300 7 days	Rs. 200 7 days	Rs. 200 7 days
Section 1g External Aids and Appliances	Rs. 1,000	Rs. 1,000	Rs. 1,000	Rs. 1,000	Rs. 1,000
Section 1h Home Nursing Care Allowance Daily benefit Maximum days covered per family per policy year	Rs. 300 10 days	Rs. 300 10 days	Rs. 200 7 days	Rs. 200 7 days	Rs. 200 7 days

## DAY CARE PROCEDURES

*Incision and excision of periprostatic tissue*

*Other operations on the prostate*

### **Operations on the scrotum and tunica vaginalis testis**

*Incision of the scrotum and tunica vaginalis testis*

*Operation on a testicular hydrocele*

*Excision and destruction of diseased scrotal tissue*

*Plastic reconstruction of the scrotum and tunica vaginalis testis*

*Other operations on the scrotum and tunica vaginalis testis*

### **Operations on the testes**

*Incision of the testes*

*Excision and destruction of diseased tissue of the testes*

*Unilateral orchidectomy*

*Bilateral orchidectomy*

*Orchidopexy*

*Abdominal exploration in cryptorchidism*

*Surgical repositioning of an abdominal testis*

*Reconstruction of the testis*

*Implantation, exchange and removal of a testicular prosthesis*

*Other operations on the testis*

### **Operations on the spermatic cord, epididymis und ductus deferens**

*Surgical treatment of a varicocele and a hydrocele of the spermatic cord*

*Excision in the area of the epididymis*

*Epididymectomy*

*Reconstruction of the spermatic cord*

*Reconstruction of the ductus deferens and epididymis*

*Other operations on the spermatic cord, epididymis and ductus deferens*

### **Operations on the penis**

*Operations on the foreskin*

*Local excision and destruction of diseased tissue of the penis*

*Amputation of the penis*

*Plastic reconstruction of the penis*

*Other operations on the penis*

### **Other Operations**

*Lithotripsy*

*Coronary angiography*

*Radiotherapy for Malignancies*

*Cancer Chemotherapy*

*Haemodialysis*

## COVERAGE PARTS

General Condition 4) c), then the amount payable by or on behalf of the Insurer shall be reduced as per the Co-payment Table and shall be borne by the Insured. This clause shall not apply if due to an illness or Accidental Bodily Injury an Insured requires Emergency Hospitalisation or change of Hospital so as to avoid a material risk to the Insured's life or health, and as a result the Insured is unable to obtain pre-authorization provided that:

- (1) The Administrator is given notice of the Insured's Hospitalisation as soon as reasonably practicable, and
- (2) The terms of General Condition D4) are complied with as soon as the material risk to the Insured's life or health has passed.

### d) Day Care Expenses

If the Insured requires a Day Care Procedure, the Insurer will reimburse the Day Care Expenses as long as the Day Care Procedure performed was pre-authorized by the Administrator and done at a network hospital.

### e) Local Ambulance Services

The Insurer will also pay for Emergency ambulance road transportation by a licensed ambulance service to the nearest Hospital where Emergency Health Services can be rendered. Coverage is only provided in the event of an Emergency up to the limits given in Schedule of Benefits.

### f) Hospital Daily Allowance

The Insurer will also pay for the Hospital Daily Allowance benefit per day of Hospitalisation in India for a limited period per family and policy period. The limits under this section are provided in Schedule of Benefits. Benefits under this section are subject to the hospitalisation claim being admitted by the Company under Coverage Parts A1a).

### g) External Aids and Appliances

If the Insurer accepts a claim under a) above and, immediately following the Insured's discharge, he requires further External Aids and Appliances directly related to the same condition for which the Insured was Hospitalised, the Insurer will reimburse the Insured's External Aids and Appliances expenses up to the limits given in Schedule of Benefits. Benefits under this section are subject to the hospitalisation claim being admitted by the Company under Coverage Parts A1a). This benefit covers following External Aids and Appliances only

- i) Abdominal belts (used Post-Hernia and related surgeries)
- ii) Belts for Prolapsed Inter-vertebral disc (PIVD)
- iii) Artificial Limbs
- iv) Crutches
- v) Wheel-chair
- vi) Trusses (used Post-Hernia and related surgeries)

### h) Home Nursing Care Allowance

The Insurer will also pay for the Home Nursing Care Allowance per day for a limited period per family and policy period towards the nursing expenses incurred post-hospitalisation, provided that the Treating Registered Medical Practitioner

## DEFINITIONS

recommends such care in view of medical condition of the Insured immediately following discharge from the Hospital bed and a Registered Nurse provides the Nursing Care Services. Coverage is only provided up to the limits given in Schedule of Benefits. Benefits under this section are subject to the hospitalisation claim being admitted by the Company under Coverage Parts A1a).

### B Definitions

For ease of reference, the singular includes the plural and the male gender includes the female gender where appropriate to the context.

Accidental Bodily Injury means physical bodily harm or injury that is visible and is caused by a sudden, unexpected, fortuitous, visible and external event and which requires treatment by a Doctor.

Administrator means the person or organisation named in the Schedule who has been appointed by the Insurer to provide administrative services on its behalf of and at its direction.

Cash Free payment means the Administrator may authorise upon an Insured's request for direct settlement of eligible services and it's according charges between a Network Hospital and the Administrator. In such cases the Administrator will directly settle all eligible amounts with the Network Hospital and the Insured may not have to pay any deposits at the commencement of the treatment or bills after the end of treatment to the extent as these services are covered under the Policy.

Co-payment Table means the table attached to the Schedule.

Day Care Expenses means the medical treatment costs (nursing; Doctors; medically necessary procedures and medical consumables) necessary and reasonable in scope for a Day Care Procedure pre-authorized by the Administrator & done in a network Hospital to the extent that such cost does not exceed the reasonable and customary charges applicable in the locality for the same Day Care Procedure.

Day Care Procedure means the course of medical treatment or a surgical procedure listed in the Schedule, which is undertaken under general or local anaesthesia in a Hospital by a Doctor in not less than 2 hours and not more than 24 hours. This excludes all procedures or treatment taken in the Out Patients Department.

Doctor means a person who holds a medical degree from a recognised institution and is currently licensed or registered by the Medical Council of the respective State of India, so long as he acts within the scope of the license or registration granted to him.

Emergency means a serious medical condition or symptom resulting from Injury or Sickness, which arises suddenly and requires immediate care and treatment to avoid jeopardy to the life or serious damage to the health of the Insured. The emergency continues till the condition of the Insured stabilises and the continuing medical condition or symptoms are not considered an Emergency anymore.

Home Nursing Care: Services provided a Registered Nurse, which are directed toward the personal care of the Insured; provided that the Treating Registered Medical Practitioner recommends such care in view of medical condition of the Insured immediately following discharge from the Hospital bed.

## DAY CARE PROCEDURES

### Traumatological surgery and orthopaedics

*Incision on bone, septic and aseptic*  
*Closed reduction on fracture, luxation or epiphyseolysis with osteosynthesis\**  
*Suture and other operations on tendons and tendon sheath*  
*Reduction of dislocation under GA*  
*Arthroscopic knee aspiration*

### Operations on the breast

*Incision of the breast*  
*Operations on the nipple*

### Operations on the digestive tract

*Incision and excision of tissue in the perianal region*  
*Surgical treatment of anal fistulas*  
*Surgical treatment of haemorrhoids*  
*Division of the anal sphincter (sphincterotomy)*  
*Other operations on the anus*  
*Ultrasound guided aspirations*  
*Sclerotherapy etc.*

### Operations on the female sexual organs

*Incision of the ovary*  
*Insufflation of the Fallopian tubes*  
*Other operations on the Fallopian tube*  
*Dilatation of the cervical canal*  
*Conisation of the uterine cervix*  
*Other operations on the uterine cervix*  
*Incision of the uterus (hysterotomy)*  
*Therapeutic curettage*  
*Culdotomy*  
*Incision of the vagina*  
*Local excision and destruction of diseased tissue of the vagina and the pouch of Douglas*  
*Incision of the vulva*  
*Operations on Bartholin's glands (cyst)*

### Operations on the urinary system

*Cystoscopic removal of stones*

### Operations on the male sexual organs

#### Operations on the prostate and seminal vesicles

*Incision of the prostate*  
*Transurethral excision and destruction of prostate tissue*  
*Transurethral and percutaneous destruction of prostate tissue*  
*Open surgical excision and destruction of prostate tissue*  
*Radical prostatovesiculectomy*  
*Other excision and destruction of prostate tissue*  
*Operations on the seminal vesicles*

## DAY CARE PROCEDURES

*Removal of a foreign body from the orbit and eyeball*

*Operation of cataract*

### **Operations on the skin and subcutaneous tissues**

*Incision of a pilonidal sinus*

*Other incisions of the skin and subcutaneous tissues*

*Surgical wound toilet (wound debridement) and removal of diseased tissue of the skin and subcutaneous tissues*

*Local excision of diseased tissue of the skin and subcutaneous tissues*

*Other excisions of the skin and subcutaneous tissues*

*Simple restoration of surface continuity of the skin and subcutaneous tissues*

*Free skin transplantation, donor site*

*Free skin transplantation, recipient site*

*Revision of skin plasty*

*Other restoration and reconstruction of the skin and subcutaneous tissues*

*Chemosurgery to the skin*

*Destruction of diseased tissue in the skin and subcutaneous tissues*

### **Operations on the mouth and face**

#### **Operations of the tongue**

*Incision, excision and destruction of diseased tissue of the tongue*

*Partial glossectomy*

*Glossectomy*

*Reconstruction of the tongue*

*Other operations on the tongue*

#### **Operations on the salivary glands and salivary ducts**

*Incision and lancing of a salivary gland and a salivary duct*

*Excision of diseased tissue of a salivary gland and a salivary duct*

*Resection of a salivary gland*

*Reconstruction of a salivary gland and a salivary duct*

*Other operations on the salivary glands and salivary ducts*

#### **Other operations on the mouth and face**

*External incision and drainage in the region of the mouth, jaw and face*

*Incision of the hard and soft palate*

*Excision and destruction of diseased hard and soft palate*

*Incision, excision and destruction in the mouth*

*Plastic surgery to the floor of the mouth*

*Palatoplasty*

*Other operations in the mouth*

#### **Operations on the tonsils and adenoids**

*Transoral incision and drainage of a pharyngeal abscess*

*Tonsillectomy without adenoidectomy*

*Tonsillectomy with adenoidectomy*

*Excision and destruction of a lingual tonsil*

*Other operations on the tonsils and adenoids*

## DEFINITIONS

Hospitalisation or Hospitalised means the Insured's admission for a continuous period of not less than 24 hours into a Hospital, which means an institution in India which:

- a) Is properly licensed, and in areas where licensing facilities are unavailable, the institution must be one recognised in the locality as a Hospital and must satisfy b) to d) below inclusive;
- b) Is primarily engaged in providing diagnostic, medical and surgical facilities for the care and treatment of injured or sick persons on an inpatient basis, and is not an institution which is primarily a rest or convalescent facility, a place for custodial care, a facility for the aged or alcoholics or drug addicts or for the treatment of mental disorders;
- c) Employs Doctors and qualified nursing staff who are permanently available on the premises to provide necessary medical care and attention to patients on a 24-hour basis;
- d) Maintains daily medical records for each of its patients.

Hospitalisation Expenses means the medical treatment costs and:

- a) For a Network Hospital shall mean the rates pre-agreed between the Network Hospital and the Administrator which relate to medical treatment that is necessary and reasonable in scope to treat the condition for which the Insured was Hospitalised;
- b) For any other Hospital shall mean the cost of medical treatment that is necessary and reasonable in scope to treat the condition for which the Insured was Hospitalised to the extent that such cost does not exceed the reasonable and customary charges that Hospitals in the same locality would have charged for the same medical treatment.

Identification or ID Card means the card issued to the Insured by the Administrator.

Illness means a condition affecting the general well being and health of the body or an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself in the Policy Period and which requires treatment by a Doctor. It does not mean any mental illness (a mental or bodily condition marked primarily by sufficient disorganisation of personality, mind, and emotions to seriously impair the normal psychological, social, or work performance of the individual) regardless of its cause or origin.

Insured means:

- a) The persons named in the Schedule.
- b) The Proposer's:
  - i) Legal spouse;
  - ii) Children aged between 90 days and 19 years at the commencement of the Policy Period if they are unmarried, still dependant on the Proposer and have not established their own independent households;
  - iii) Unmarried dependant children aged between 20 and 26 years at the commencement of the Policy Period if in full or part time education and primarily dependant upon the Proposer for financial support and maintenance;



## DEFINITIONS

- iv) Any other person who during the Policy Period falls within one of the foregoing categories as long as the details of such person are notified to the Insurer within 3 months of the entitlement having arisen; any documentation or information sought by the Insurer has been provided expeditiously; the Insurer has agreed to the extension of cover, and any additional premium sought by the Insurer has been paid.

Insurer means the Cholamandalam MS General Insurance Company Limited.

Floater means the Limit of Indemnity floats over the Insured and the declared Dependents as per the policy schedule.

Limit of Indemnity means the amount stated in the Schedule against the name of Insured and including the declared Dependents as appearing in the policy schedule. It represents the maximum liability of the Insurer for any and all claims made during the Policy Period in respect of that Insured and his declared Dependents regardless of the number of Coverage Parts under which the claim or claims are advanced.

Network Hospital means the institutions named on a list maintained by and available from the Administrator, as the same may be amended from time to time.

Policy means the proposal, this policy document and the Schedule, which means the schedule attached as the Insurer may amend it from time to time.

Policy Period means the period between the effective date and the earlier of:

- a) The expiry date specified in the Schedule, and
- b) The exhaustion of the Limit of Indemnity for particular Insured as regards that Insured, and
- c) The cancellation of this Policy by either Insured or Insurer in accordance with General Condition D 8) below.

Pre-Existing Condition means any Injury or Sickness and/or related conditions for which the Insured received medical advice or treatment, or to the best of his knowledge and belief was aware existed during the 24 months period prior to the Effective Date of the first individual health policy with the Insurer.

Pre-hospitalisation Expenses and Post-hospitalisation Expenses means the medical treatment costs (Doctor's services; diagnostics; medically necessary procedures and medical consumables) necessary and reasonable in scope to treat the condition for which the Insured is to be or was Hospitalised to the extent that such cost does not exceed the reasonable and customary charges that Hospitals in the same locality would have charged for the same medical treatment.

Proposer means the person named in the Schedule.

Registered Nurse means a graduate nurse who has been registered or licensed by a recognised Nursing Council (in India) or equivalent authority to discharge duty as a nurse.

Room Rent means the daily limit specified in the Schedule payable towards the occupancy of the room in the hospital. The room rent is inclusive of the articles of use but excluding telephone expenses.

Schedule means the Schedule of Benefits which are attached and which form a part of this Policy.

## DAY CARE PROCEDURES

### Day Care Procedures

#### Operations on the ears

##### Microsurgical operations on the middle ear

*Stapedotomy*

*Stapedectomy*

*Revision of a stapedectomy*

*Other operations on the auditory ossicles*

*Myringoplasty (Type I tympanoplasty)*

*Tympanoplasty (closure of an eardrum perforation and reconstruction of the auditory ossicles)*

*Revision of a tympanoplasty*

*Other microsurgical operations on the middle ear*

##### Other operations on the middle and internal ear

*Paracentesis (myringotomy)*

*Removal of a tympanic drain*

*Incision of the mastoid process and middle ear*

*Mastoidectomy*

*Reconstruction of the middle ear*

*Other excisions of the middle and inner ear*

*Fenestration of the inner ear*

*Revision of a fenestration of the inner ear*

*Incision (opening) and destruction (elimination) of the inner ear*

*Other operations on the middle and inner ear*

##### Operations on the nose and the nasal sinuses

*Excision and destruction of diseased tissue of the nose*

*Operations on the turbinates (nasal concha)*

*Other operations on the nose*

*Nasal sinus aspiration*

##### Operations on the eyes

*Incision of tear glands*

*Other operations on the tear ducts*

*Incision of diseased eyelids*

*Excision and destruction of diseased tissue of the eyelid*

*Operations on the canthus and epicanthus*

*Corrective surgery for entropion and ectropion*

*Corrective surgery for blepharoptosis*

*Removal of a foreign body from the conjunctiva*

*Removal of a foreign body from the cornea*

*Incision of the cornea*

*Operations for pterygium*

*Other operations on the cornea*

*Removal of a foreign body from the lens of the eye*

*Removal of a foreign body from the posterior chamber of the eye*

## GENERAL CONDITIONS

### 4) Subrogation

Each **Insured**:

- a) shall do or concur in doing or permit to be done everything necessary for the purpose of enforcing any civil or criminal rights and remedies or obtaining relief or indemnity from other parties to which the **Insurer** shall be or would become entitled or subrogated upon the **Insurer** paying for any claim under this **Policy**, whether before or after indemnification;
- b) shall not do or cause to be done anything that may cause any prejudice to the **Insurer's** right of **Subrogation**;
- c) agrees that any recoveries made shall first be applied in making good any sums paid out by or on behalf of the **Insurer** for the claim and the costs of recovery.

### 5) Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. The section headings of this **Policy** are descriptive only and do not form part of this **Policy** for the purpose of its construction or interpretation.

### 6) Entire Contract

The **Policy** constitutes the complete contract of insurance. Only the **Insurer** may alter the terms and conditions of this **Policy**. Any alteration that may be made by the **Insurer** shall be evidenced by a duly signed and sealed endorsement on the **Policy**.

### 7) Contribution

If at the time of any claim there is or, but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of any **Insured** applicable to any claim, the **Insurer** will only be liable to pay its rateable proportion.

### 8) Territorial Limits

This **Policy** covers **Illness** or **Accidental Bodily Injury** sustained by the **Insured** during the **Policy Period** anywhere in the world (subject to trade, travel and other restrictions that may be imposed by the Government of India at any time), but the **Insurer's** liability to make any payment shall be to make payment within India and in Indian Rupees only for medical services or procedures rendered in or undertaken within India.

### 9) Limitation of Liability

The liability of the insurer in no case shall exceed the Limit of Indemnity stated in the Schedule in respect of all claims made by / on account of the Insurer and the declared **Dependents** as appearing in the policy schedule, during the Policy Period.

### Conditioning the delay while renewing the policy (for continuity benefits only):

"For the purpose of continuity of benefits like waiting period, NCB, PED coverage etc. as per the policy conditions the policy will be treated as continuously renewed even if the renewal premium as applicable is paid after the expiry of the previous policy period but within 15 days from the renewal date. However the cover will commence only from the date of receipt of such renewal premium. Diseases contracted or hospitalization happening during the period from expiry of the policy until receipt of renewal premium shall not be covered under the renewed policy. However the said grant of grace period is at the discretion of the company."

## GENERAL EXCLUSIONS

### C General Exclusions

No indemnity is available or payable for claims directly or indirectly caused by, arising out of or connected to the following:

- 1) Any Pre-Existing Condition or related condition for which care, treatment or advice was recommended by or received from a Doctor or which was first manifested prior to the commencement date of the Insured's first Family Health Insurance Policy with the Insurer. However, this exclusion shall cease to apply to such pre-existing condition if the Insured has maintained a Family Health Insurance Policy with the Insurer for a consecutive 3-year period and no claim, care, treatment or advice has been recommended by or received from a Doctor in relation to such Pre-Existing Condition during that 3-year period.
- 2) Any Illness diagnosed or diagnosable within 30 days of the effective date of the Policy Period if this is the first Family Health Insurance Policy taken by the Proposer with the Insurer. If the Insured renews Family Health Insurance Policy with the Insurer and increases the Limit of Indemnity then this exclusion shall apply in relation to the amount by which the Limit of Indemnity has been increased.
- 3) Cataracts, Benign Prostatic Hypertrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Fistula in anus, Piles, Sinusitis and related disorders. This exclusion shall cease to apply if the Insured has maintained a Family Health Insurance Policy with the Insurer for 1 full year. But if the Insured renews Family Health Insurance Policy with the Insurer (Insurer's own renewal) and increases the Limit of Indemnity then this exclusion shall apply in relation to the amount by which the Limit of Indemnity has been increased for a further 1-year period.
- 4) Circumcision unless necessary for the treatment of an Illness not otherwise excluded in this Section, or required as a result of Accidental Bodily Injury.
- 5) Vaccination, inoculation, cosmetic treatments (including any complications arising out of or howsoever attributable to any cosmetic treatments or the replacement of an existing breast implant), aesthetic treatments, experimental, investigational or unproven procedures or treatments, devices and pharmacological regimens of any description.
- 6) Vitamins and tonics unless forming a necessary part of the treatment for Illness as certified by the attending Doctor.
- 7) Any dental treatment or surgery of a corrective, cosmetic or aesthetic nature unless it requires Hospitalisation; is carried out under general anaesthesia and is necessitated by Illness or Accidental Bodily Injury.
- 8) Personal comfort and convenience items or services such as television, telephone, barber or beauty service, guest service and similar incidental services and supplies.
- 9) The treatment of obesity (including morbid obesity) and any other weight control programs, services, or supplies.
- 10) Durable medical equipments (except those mentioned under the section External Aids and Appliances)
- 11) Diagnostic, X-ray or laboratory examination not incidental to or inconsistent with the

## GENERAL EXCLUSIONS

- diagnosis and treatment of the Illness or Injury for which the Insured was Hospitalised.
- 12) The Insured's participation in any hazardous activities, including but not limited to scuba diving, motor-racing, parachuting, hang-gliding, rock or mountain climbing, as a member of the armed forces, the paramilitary, the security forces, the fire or ambulance services, lifeboat service, police force and the like whether part time or full time, voluntary or paid.
  - 13) Charges incurred in connection with the provision or fitting of hearing aids, eyeglasses or contact lenses.
  - 14) Any travel or transportation costs or expenses.
  - 15) The use, misuse, or abuse of alcohol, substances or drugs (whether prescribed or not).
  - 16) Outpatient prescribed or non-prescribed medical supplies including elastic stockings, bandages, gauze, syringes, diabetic test strips, and similar products; non-prescription drugs and treatments.
  - 17) War, invasion, acts of foreign enemies, hostilities whether war be declared or not, civil war, revolution, insurrection, mutiny, martial law.
  - 18) Ionising radiation or contamination by radioactivity from any nuclear waste or from combustion of nuclear fuel or otherwise; or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or asbestosis or any related condition resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or asbestos products.
  - 19) In vitro fertilisation (IVF), gamete intrafallopian transfer (GIFT) procedures, and zygote intrafallopian transfer (ZIFT) procedures, and any related prescription medication treatment; embryo transport; donor ovum and semen and related costs, including collection and preparation; voluntary medical termination of pregnancy; pregnancy, childbirth and their consequences, including changes in chronic conditions as a result of pregnancy; any treatment related to infertility or sterilisation.
  - 20) HIV, AIDS and all related medical conditions.
  - 21) Costs incurred on all methods of treatment except Allopathic.
  - 22) Any condition after the point at which it is certified by the attending Doctor to be of such a nature that further medical treatment may serve to stabilise or maintain it but is unlikely to result in a material improvement within a reasonable timeframe.
  - 23) Pregnancy, childbirth and their consequences, including changes in chronic conditions as a result of pregnancy.
  - 24) All Congenital Internal and/or external illness/disease

## GENERAL CONDITIONS

notice, in either case without affecting the status of any claim made prior to the effective date of the cancellation.

- b) As long as no claim has been made by any of the Insured, the Insurer will refund to the Proposer pro-rata premium for the unexpired Policy Period:

Period on Risk	Premium Retained by Insurer
Up to 1 month	25%
Up to 3 months	50%
Upto 6 months	75%
6 months and over	100%

- a) Upon the **Cancellation** or non-renewal of this **Policy**, all **ID Cards** shall immediately be returned to the **Administrator** at the **Proposer's** expense and the **Proposer** and each **Insured** agrees to hold and keep harmless the **Insurer** and the **Administrator** against any and all costs, expenses, liabilities and claims (whether justified or not) arising in respect of the actual or alleged use or misuse of such **ID Cards** prior to their return.
- 1) **Notification**
    - a) Any and all notices and declarations for the attention of the **Insurer** or **Administrator** shall be in writing and shall be delivered to the **Insurer's** or **Administrator's** address as respectively specified in the **Schedule**.
    - b) Any and all notices and declarations for the attention of any or all of the **Insured** shall be in writing and shall be sent to the **Proposer's** address as specified in the **Schedule**.
  - 2) **Arbitration**
    - a) Any dispute or difference between the **Insurer** and any **Insured** or the **Proposer** will be resolved in accordance with Arbitration & Conciliation Act 1996 or any modification or amendment of it. The arbitration proceedings shall be conducted in the English language.
    - b) It is agreed a condition precedent to any right of action or suit on this **Policy** that a final arbitration award shall be first obtained.
    - c) If this arbitration clause is held to be invalid in **whole** or in part, then all disputes shall be referred to the exclusive jurisdiction of the Indian Courts.
  - 3) **Fraud**  
If the **Insured** or any of them shall:
    - a) make or advance any claim knowing the same to be false or fraudulent in amount or otherwise, and/or
    - b) permit another to use his **ID Card** or use another's **ID Card**, then this **Policy** shall be void in relation to that **Insured**, all claims or payments due shall be forfeited and all payments made shall be repaid by that **Insured** in full by the **Insured** and/or the **Proposer** who shall be jointly and severally liable for the same.



## GENERAL CONDITIONS

- 6) Procedure for Paying a Claim
- a) Within 30 days of the completion of any treatment claimed for at a Non-Network Hospital, the Proposer and/or the Insured shall provide the Administrator with fully particularised details of the quantum of any claim to be reimbursed and any and all other information and documentation in respect of the claim and/or the Insurer's liability for it sought by the Administrator.
  - b) The Insurer shall be under no obligation to pay or arrange to make payment for any claim until and unless it is satisfied as to the validity and quantum of the Insured's claim, and may for these purposes require the Insured to be examined by a medical advisor nominated by the Insurer or the Administrator as often as and to the extent that either considers to be reasonably necessary.
  - c) Where:
    - i) any treatment has been obtained or costs or expenses have been incurred beyond those pre-authorised by the Administrator, or
    - ii) any conditions attached to such pre-authorisation have been breached, then the Insurer's liability to make payment shall be limited to the amount that would have been payable had the terms of the pre-authorisation been adhered to by the Insured.
  - d) The Insurer shall only make payment (unless already paid direct to the service provider) to the Proposer. If the Proposer is incapacitated or is deceased, the Insurer shall make payment to his heir, executor or validly appointed legal representative. Any payment made in good faith by the Insurer as aforesaid to someone other than the Proposer shall operate as a complete and final discharge of the Insurer's liability to make payment under this Policy for such claim.
  - e) The Insured and each of them hereby acknowledge and agree that the payment of any claim by or on behalf of the Insurer shall not constitute on the part of the Insurer any guarantee or assurance as to the quality or effectiveness of any medical treatment obtained by the Insured, it being agreed and recognised by the Insured and each of them that the Insurer is not in any way responsible or liable for the availability or quality of any service (medical or otherwise) rendered by any institution (including a Network Hospital) whether pre-authorised or not.
- 7) No Claim Discount
- As long as the Proposer renews his Family Health Plan with the Insurer without a break and as long as no claim has been made on the expiring Family Health Plan, the Insurer will provide a discount of 5%, under each subsequent Family Health Plan, on the premium rate applicable at the time of renewal for the sum insured and coverage of the expiring policy, but:
- a) This discount will become applicable from the first consecutive renewal
  - b) In the event of a claim, the discount will be withdrawn for the next renewal
  - c) Nothing in this clause or otherwise obliges the Insurer to renew or grant any Family Health Plan or to give notice of renewal.
- 8) Cancellation
- a) The Insurer may cancel this Policy by giving the Proposer 30 days written notice and the Proposer may cancel this Policy by giving the Insurer 7 days written

## GENERAL CONDITIONS

- D General Conditions
- 1) Observance of Terms & Conditions  
It is a condition precedent to the Insurer's liability that the Insured and each of them shall comply in all respects with the terms and conditions of this Policy insofar as they require anything to be done or complied with by the Insured or any of them.
  - 2) Due Care  
Conditions The Insured and each of them shall take or procure to be taken all reasonable care and precautions to prevent a claim arising under this Policy and, in the event of a claim arising, to minimise its financial consequences.
  - 3) Change of Occupation
    - a) The Proposer shall immediately and in any event within 14 days give the Insurer written notice of any change in the occupation or address of any Insured as stated in the Schedule.
    - b) If a change is not notified and the new occupation or address of an Insured would have resulted in the Insurer charging higher premium, then in the event of a claim the amount payable by the Insurer shall be reduced by 20% of the amount that would otherwise have been payable.
  - 4) Procedure for Making a Claim  
If the Insured suffers Accidental Bodily Injury or is diagnosed with an Illness which gives rise to or may give rise to a claim, or requires a Day Care Procedure, then it is a condition precedent to the Insurer's liability that the Proposer and/or the Insured shall immediately:
    - a) give the Administrator notice of a claim;
    - b) expeditiously give or arrange for the Administrator to be provided with any and all information and documentation in respect of the claim and/or the Insurer's liability for it that may be requested by the Insurer or the Administrator;
    - c) obtain the Administrator's pre-authorisation for any medical treatment, which pre-authorisation shall, if the Administrator is satisfied as to the validity of the claim, specify:
      - i) the treatment authorised;
      - ii) the place at which it has been authorised, and
      - iii) any other conditions applicable to either.
  - 5) Authority to Obtain Records
    - a) The Insured and each of them hereby agree to and authorise the disclosure to the Insurer or the Administrator (or any other person nominated by the Insurer) of any and all medical records and information held by any institution or person from which the Insured and each of them has obtained any medical or other treatment to the extent reasonably required by either the Insurer or the Administrator in connection with any claim made under this Policy or the Insurer's liability for it.
    - b) The Insurer and the Administrator agree that they will preserve the confidentiality of any documentation and information that comes into the possession of either pursuant to 5) a) above, and will only use it in connection with any claim made under this Policy or the Insurer's liability for it.