

PARIVAR SURAKSHA BIMA POLICY

DEFINITIONS COMMON TO SECTIONS I AND II:

- 1) **Accident or Accidental** means a sudden, unforeseen and unexpected event happening by chance.
- 2) **Bodily Injury** means 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**.
- 3) **Company** means HDFC Chubb General Insurance Company Limited.
- 4) **Dependent Child** means an unmarried dependent child ordinarily residing with the **INSURED MEMBER** between the ages of three (3) months and up to and including the age of eighteen (18) years, or up to and including the age of twenty-one (21) years if in full time education at an accredited tertiary institution at the time of death, injury or disablement giving rise to a claim under the Policy, including legally adopted children and children from a previous marriage, of an **INSURED MEMBER** or the **Spouse** of an **INSURED MEMBER**.
- 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.
- 6) **Insured Member** means anyone over the age of eighteen (18) years and aged sixty (60) years old or younger who is a member of the **Policyholder**, except when the **Company**, at its sole discretion, accepts anyone over 60 years old, for whom premium has been paid and who is identified in the Policy Schedule as an **Insured Person**.
- 7) **Insured Person** means an **INSURED MEMBER** and the **Spouse** of an **INSURED MEMBER** who has been identified in the Policy Schedule as an **Insured Person**.
- 8) **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.
- 9) **Permanent Total Disablement** means disablement, as the result of a **Bodily Injury**, which:
 - a) continues for a period of twelve (12) consecutive months, and
 - b) is confirmed as total, continuous and permanent by a **Physician** after the twelve (12) consecutive months, andentirely prevents an **Insured Person** from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.
- 10) **Physician** means a person entirely unrelated to the **Insured Person** who is currently legally licensed and registered to practise medicine in the jurisdiction of loss.
- 11) **Policyholder** means the entity or person named as such in the Schedule.
- 12) **Spouse** means an **Insured Member'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 (60) years of age.

GENERAL CONDITIONS APPLYING TO SECTIONS I AND II:

- a. Due observance and fulfilment of terms and conditions of this policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by the **POLICY HOLDER** or a person covered under the policy shall be a condition precedent to any liability of the Company under this policy.
- b. 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.

- c. Upon the happening of any event which may give rise to a claim under this policy the person covered under the policy shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the person covered under the policy should within one Calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claim.
- d. Every notice, communication or intimation required or contemplated under this policy to be given by the person covered under the policy or anyone on his behalf in respect of any claim or matter arising under or out of this policy shall be in writing and addressed to the Company's office through which this insurance is effected or the Company's corporate office currently located at 5th Floor, Express Towers, Nariman Point, Mumbai 400 021, unless otherwise directed by the Company in writing. 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.
- e. **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 POLICYHOLDER, 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 POLICYHOLDER, PERSON INSURED, BENEFICIARY, CLAIMANT OR OTHER PERSON, THEN ALL BENEFITS UNDER THIS POLICY ARE FORFEITED.

- f. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the persons covered under the policy on the occasion of the alleged injury, disease or disablement whenever and as often as the same may reasonably be required on behalf of the Company and in the event of death to conduct a post mortem examination of the persons covered under the policy and such evidence as the Company may from time to time require shall be furnished within the period of 14 days after demand in writing. Provided that in the case of a claim by death or permanent total disablement under Section I all sums will be payable only on the delivery of this policy and certificate of insurance appropriately cancelled and discharged.
- g. No sum payable under this policy shall carry interest.
- h. The Company may, at any time, cancel this policy by sending the **POLICYHOLDER** thirty (30) days notice by registered letter at the **POLICYHOLDER'S** last known address and in such event the Company shall refund to the **POLICYHOLDER** 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 **POLICYHOLDER** may at any time cancel the policy and in such event the Company shall allow refund of premium at Company's short period rate only provided no claim has occurred up to the date of cancellation.



PERIOD ON RISK CHARGED	RATE OF PREMIUM TO BE
Upto One Month	1/4 of the annual rate
Upto Three Months	1/2 of the annual rate
Upto Six Months	3/4 of the annual rate
Exceeding Six Months	Full annual rate

i. 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 statement or devise whether by the persons covered under the policy or by any person on their behalf.

j. If any 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 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 MEMBER** within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1996, as amended from time to time and for the time being in force.

In case either the Company or said the **INSURED MEMBER** refuses or fails to appoint an arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint 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 5th Floor, Express Towers, Nariman Point, Mumbai – 400 021.

k. This Policy shall be governed by the laws of India and the courts in Mumbai alone shall have jurisdiction in any dispute arising hereunder.

l. It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to any person covered under the policy for any claim hereunder and such claim shall not, within 12 calendar months from the date of such disclaimer have been made subject of the suit in a court of law, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

m. 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.

n. 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 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.

o. Where proposal forms are not received, information obtained from the **POLICY HOLDER** or **INSURED MEMBER** whether orally or otherwise is captured in the policy document. The **POLICY HOLDER** or **INSURED MEMBER** 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.

p. 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.

SECTION I – PERSONAL ACCIDENT BENEFIT

1. INSURANCE:

1.1 WHEREAS THE **POLICYHOLDER** 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 HDFC Chubb General Insurance Company Limited for the insurance hereinafter set forth in respect of the **INSURED PERSONS** and has paid premium as consideration for such insurance.

1.2 If the **INSURED PERSON** shall sustain any bodily injury resulting solely and directly from accident caused by outward, violent and visible means then the Company shall pay to the **INSURED PERSON** the sum hereinafter set forth that is to say:

- a) if such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of death of an **INSURED PERSON** the Capital Sum Insured stated in the Schedule hereto.
- b) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes or both hands or both feet or of the actual loss of one eye and such loss of one of the two entire hands or two entire feet, or of one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire hand or such loss of one entire foot of an **INSURED PERSON** the Capital Sum Insured stated in the Schedule hereto.
- c) If such injury shall within twelve calendar months of the occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye, or of the actual loss of one entire hand or one entire foot of an **INSURED PERSON**, Fifty percent (50%) of the Capital Sum Insured stated in the Schedule hereto.
- d) If such injury shall as a direct consequence thereof immediately, permanently totally and absolutely disable the **INSURED PERSON** from engaging in any employment or occupation of any description whatsoever, the Capital Sum Insured stated in the Schedule.
- e) **DEPENDENT CHILD EDUCATION BENEFIT:** In the event of death or permanent total disablement of the **INSURED MEMBER** due to an accident as defined in the policy and where his / her spouse is also covered under this Policy, the Company shall pay as an Education Grant to the dependent children below twenty-one (21) years of age who are undertaking studies:

1. If one dependent child: a sum of Rs.5,000/-

2. If two dependent children: a sum of Rs.10,000/-

The maximum compensation payable under the Dependent Child Education Benefit shall not exceed Rs.10000/- in respect of an **INSURED MEMBER**. This benefit is not available where only the individual Member is covered.

- f) **DEPENDENT GIRL CHILD WEDDING BENEFIT:** In the event of death or permanent total disablement of the **INSURED MEMBER** due to an accident as defined in the policy, and where his / her spouse is also covered under this Policy, the Company shall pay for Wedding of a dependent girl child below twenty-one (21) years an amount of Rs. 5,000/-.

The maximum compensation payable under the Dependent Girl Child Wedding Benefit shall not exceed Rs.5000/- in respect an **INSURED MEMBER**. This benefit is not available where only the individual Member is covered.

Where the dependent girl child is less than 18 years of age, the compensation shall be in the form of a Bank Deposit in favour of the minor / legal guardian which shall mature on the date of her attaining the age of 18 years.



2. DEFINITION APPLICABLE TO SECTION I:

CAPITAL 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 **CAPITAL 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.

3. EXCLUSIONS APPLICABLE TO SECTION I:

PROVIDED ALWAYS that this Policy does not cover (unless expressly agreed to by the Company in writing) death, injury or disablement directly or indirectly due to or arising out of or resulting from:

- a) Compensation to the **INSURED PERSON** under more than one of the sub-causes (a), (b), (c), or (d) of clause 1.2 in respect of same injury or disablement.
- b) Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
- c) Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** (i) from intentional self-injury, suicide, or attempted suicide (ii) whilst under the influence of intoxicating liquor or drug (iii) directly or indirectly caused by Venereal Disease(s), AIDS, or insanity (iv) arising or resulting from committing any breach of the law with criminal intent (v) Whilst engaging in aviation or ballooning or whilst mounting into, dismounting from any balloon or travelling in aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world or engaging in hazardous sports of any kind whatsoever.
- d) Payment of compensation in respect of death, injury or disablement of the **INSURED PERSON** attributable directly or indirectly to:

(i) 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.

(ii) Ionising radiation or contamination by radioactivity from any source whatsoever.

(iii) Nuclear weapons material.

- e) The policy shall not cover death or disablement directly or indirectly caused by, contributed to, or aggravated by, or prolonged by child birth or from pregnancy or as a consequence thereof.

SECTION II – HOSPITALISATION INSURANCE

1.1 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 member of **INSURED FAMILY** shall contract any **DISEASE** or sustain any **INJURY** and if such



DISEASE or **INJURY** shall require any such member, upon the recommendation of a duly qualified **PHYSICIAN/MEDICAL SPECIALIST/MEDICAL PRACTITIONER/SURGEON** to incur hospitalisation **EXPENSES** for medical/surgical treatment at any **HOSPITAL/NURSING HOME** in India as an inpatient, the Company will reimburse to the said member of **INSURED FAMILY**, 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 member of the **INSURED FAMILY** but not exceeding the **SUM INSURED** for such member of the **INSURED FAMILY** in any one period of insurance as mentioned in the Schedule hereto.

- a) Room, Boarding Expenses as provided by the **HOSPITAL/NURSING HOME** in general ward;
- 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, any medical expenses incurred which is an integral part of the operation, and similar other expenses.

NOTE: The insuring clause stated above shall be subject to the following monetary limits:

- ✍ Under the benefit under sub-clause (a) mentioned above, bed charges shall be limited to Rs.100/- per day.
- ✍ The amount payable under clause 1.1 above per **ILLNESS** or per claim shall be restricted to the PER CLAIM LIMIT stated in the Schedule to the policy.
- ✍ The Company's liability in respect of expenses incurred towards treatment of Cataract shall be limited to Rs.3,000/- per member of **INSURED FAMILY** provided insurance cover under Parivar Suraksha Bima has remained in force for a continuous period of at least 12 months.
- ✍ The Company's liability per **INSURED FAMILY** in respect of **MATERNITY EXPENSES BENEFIT** shall be restricted to Rs.1,500/- for Normal Delivery and Rs.3,000/- for Caesarean section or abdominal operation for extra uterine pregnancy.

MINIMUM PERIOD OF HOSPITALISATION :

A member of **INSURED FAMILY** shall be eligible to claim expenses of hospitalisation only if hospitalisation has been for minimum period of forty-eight (48) hours. However, this minimum time limit of forty-eight (48) hours shall not apply to the following treatment taken in a **HOSPITAL / NURSING HOME** where the member of **INSURED FAMILY** is discharged on the same day he / she is admitted:

- ✍ Lithotripsy (Kidney Stone Removal)
- ✍ Chemotherapy
- ✍ Radiotherapy
- ✍ Dialysis
- ✍ Tonsillectomy
- ✍ Eye Surgery
- ✍ Dilation & Curettage
- ✍ Cataract

ANY ONE ILLNESS

Any one **ILLNESS** will be deemed to mean continuous period of illness and it includes relapse within 60 days from date of discharge from the **HOSPITAL/NURSING HOME** where treatment was taken.



Occurrence of same illness after a lapse of 60 days as stated above will be considered as fresh illness for the purpose of this policy.



2. DEFINITIONS APPLICABLE TO SECTION II:

2.1 **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.

2.2 **HOSPITAL/ NURSING HOME** mean an establishment which:

(i) is registered as such with a local authority and is under the supervision of a registered and qualified Medical Practitioner; and

- a) includes Hospital / Nursing Home run by a Government or Non Government Organisations and a Trust Hospital; and
- b) operates for the care and treatment of sick, ailing or injured persons as in-patients; and
- c) provides organised facilities for diagnosis and medical and surgical treatment at all times; and
- d) is not primarily a day clinic, rest or convalescent home or similar establishment and is not a place for the treatment of alcoholics or drug addicts, a rehabilitation center, a place for aged, hotel or a similar place;

OR

(ii) is under the supervision of a registered and qualified Medical Practitioner but not registered as such with a local authority, meets the following minimum criteria:

- a) it should have a fully equipped operation theatre where surgical operations are carried out; and
- b) it provides nursing care and has a Physician or a staff of Physicians present on the premises round the clock, on all seven weekdays including holidays ; and
- c) it has at least 10 in-patient beds at any given point in time.

2.3 **IMMEDIATE FAMILY MEMBER** means an **INSURED PERSON'S** children; children-in-law; siblings; siblings-in-law; parents; parents-in-law; grandparents; grandchildren; legal guardian, ward; adopted children; children from a previous marriage; step-parents; aunts, uncles; nieces, and nephews, who reside in the same country as the **INSURED PERSON**.

2.4 **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.

2.5 **IN-PATIENT** means a member of **INSURED FAMILY** who is admitted to a **HOSPITAL/NURSING HOME** for the sole purpose of receiving treatment for a minimum period of 48 hours.

2.6 **INSURED FAMILY** means family comprising the **INSURED MEMBER** and any one or more of the following:

- a) Spouse who permanently resides with the **INSURED MEMBER**
- b) Dependent Children of an **INSURED PERSON** who
 - ? Are financially dependent on the **INSURED PERSON**
 - ? Permanently reside with the **INSURED MEMBER** .
- c) Dependent Parents of the **INSURED MEMBER** not exceeding sixty (60) years of age.



2.7 **MATERNITY EXPENSE BENEFIT** means treatment taken in **HOSPITAL/NURSING HOME** arising from or traceable to pregnancy, childbirth including normal Caesarean section.

2.8 **MEDICAL PRACTITIONER** means a person currently legally licensed and registered by the Medical Council of the respective state of India to practice medicine. The term Medical Practitioner includes qualified Physician, Specialist and Surgeon, other than:

- a) An **INSURED PERSON** under this policy;
- b) An **INSURED PERSON'S** employer or business partner;
- c) An employee of the **POLICYHOLDER**; or
- d) An **IMMEDIATE FAMILY MEMBER**.

2.9 **PRE-EXISTING CONDITION** means any **DISEASE** or **INJURY** for which medical advice, diagnosis, care or treatment:

- a) was received by the member of **INSURED FAMILY**;
- b) was recommended to the member of **INSURED FAMILY**; or
- c) would have been sought by a reasonably prudent person,

prior to becoming insured. Complications arising from a **PRE-EXISTING CONDITION** will be considered as part of that **PRE-EXISTING CONDITION**.

2.10 **QUALIFIED NURSE** means a person who holds a certificate of a recognized nursing council and who is employed on the recommendations of an attending medical practitioner.

2.11 **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.

2.12 **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.

3 EXCLUSIONS APPLICABLE TO SECTION II:

The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any **INSURED PERSON** or a member of **INSURED FAMILY** in connection with or with respect to:

3.1. All **DISEASES** or **INJURIES** which are a **PRE-EXISTING CONDITION** when insurance cover under this policy incepts for the first time.

3.2. Any **DISEASE** other than those stated in clause 3.3, contracted during the first thirty (30) days from the commencement date of the policy. This condition shall not however, apply in case the claimant has been covered under this policy for a continuous preceding twelve (12) month period without any break.

Note: Exclusions 3.1 and 3.2 shall not however apply if:

- a) In the opinion of a panel of **MEDICAL PRACTITIONERS** constituted by the Company for the purpose, the claimant could not have known of the existence of the **DISEASE** or any symptoms or complaints thereof at the time the proposal for insurance was made to the Company; and



- b) The claimant had not taken any consultation, treatment or medication, in respect of the hospitalisation for which claim has been lodged under the policy, prior to taking the insurance.

3.3 During the first one (1) year of operation of the insurance cover, the expenses for treatment of **DISEASES** such as cataract, benign prostatic hypertrophy, hysterectomy of menorrhagia or fibromyoma, hernia, hydrocele, congenital internal **DISEASE** / defect, fistula in anus, piles, arthritis, Gout and Rheumatism, Joint replacements, Sinusitis and related disorders are not payable. If these **DISEASES** are a **PRE-EXISTING CONDITION** at the time of proposal, they will not be covered even during subsequent period of renewal. If the claimant under the policy is aware of the existence of congenital internal **DISEASE** before inception of policy, the same will be treated as a **PRE-EXISTING CONDITION**.

3.4 **INJURY** or **DISEASE** directly or indirectly caused by or arising from or attributable:
(i) 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.

- (ii) Ionising radiation or contamination by radioactivity from any source whatsoever.
(iii) Nuclear weapons material.

3.5 Circumcision unless necessary for treatment of a **DISEASE** not excluded hereunder or as may be necessitated due to an **ACCIDENT**, vaccination or inoculation; 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.

3.6 The cost of spectacles and contact lenses or hearing aids.

3.7 Any dental treatment or surgery which is a corrective, cosmetic or aesthetic procedure, including wear and tear, unless arising from disease or injury and which requires hospitalisation for treatment.

3.8 Convalescence, general debility, run-down condition or rest cure, obesity; congenital external **DISEASE** or congenital internal defects or anomalies for example congenital heart anomalies like ASD, VSD, Tetralogy of Fallot etc., treatment relating to schizophrenia / insanity; sterility, venereal **DISEASE**, intentional self **INJURY** and use of intoxicating drugs/alcohol.

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, xray 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.

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 Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion, or complications of any of these including caesarean section. This exclusion will apply where **Maternity Benefit** is specifically excluded under scope of the policy.

3.13 Expenses incurred in connection with voluntary medical termination of pregnancy.

3.14 Naturopathy, Homeopathy, Ayurvedic and any other form of alternative medical treatment.

3.15 Durable medical equipment or accessories of any kind used.

3.16 Expenses incurred for pre and post hospitalisation medical care.

4 CONDITIONS APPLICABLE TO SECTION II:

4.1 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 seven (7) days from the date of hospitalisation.

4.2 All supporting documents relating to the claim must be filed within thirty (30) days from the date of discharge from the **HOSPITAL/NURSING HOME**.

4.3 The member of **INSURED FAMILY** shall obtain and furnish to the Company, 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.

4.4 If, at the time when any claim arises under this policy, there is in existence any other insurance whether it be effected by or on behalf of any member of **INSURED FAMILY** 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 Cancer Insurance Policy.

4.5 All medical / surgical treatments under this policy shall have to be taken in India and admissible claims thereof shall be payable in Indian currency.

4.6 A policy shall reimburse only those expenses, which are incurred during the policy period. However, if a claim spreads over two policy periods the total benefit will not exceed the Sum Insured of the policy period during which the member of **INSURED FAMILY** was admitted to the **HOSPITAL / NURSING HOME**

4.7 Special conditions applicable to extension of **MATERNITY EXPENSES B BENEFITS:**

- a) These benefits are admissible only if the expenses are incurred in **HOSPITAL/NURSING HOME** as **IN-PATIENTS** in India.
- b) A waiting period of nine (9) months is applicable for payment of any claim relating to normal delivery or caesarean section or abdominal operation for extra uterine pregnancy. The waiting period may be relaxed only in case of delivery, miscarriage or abortion induced by accident.



- c) Claim in respect of delivery for only first two (2) children and/or operations associated therewith will be considered in respect of any one **INSURED MEMBER** covered under the policy or any renewal thereof. Those **INSURED MEMBERS** who are already having two (2) or more living children will not be eligible for this benefit.
- d) Expenses incurred in connection with voluntary medical termination of pregnancy are specifically excluded under this extension.
- e) Pre-natal and post-natal expenses are not covered unless admitted in **HOSPITAL/NURSING HOME** and treatment is taken there.



EXTN 1: UNDER SECTION II OF THE POLICY

FAMILY FLOATER EXTENSION

It is hereby declared and agreed that the policy has been amended to incorporate that the Company's liability in respect to all claims admitted during the period of insurance per **INSURED FAMILY** shall be limited to the **SUM INSURED** for the **INSURED MEMBER** stated in the Schedule. In consequence whereof, clause 1.1 of Section II of the policy shall stand amended as under:

substitute the words "...but not exceeding the **SUM INSURED** for such member of the **INSURED FAMILY** in any one period of insurance as mentioned in the Schedule hereto." with the following:

"...provided that the Company's liability in respect of all claims admitted during the period of insurance per **INSURED FAMILY** shall not exceed **SUM INSURED** for the **INSURED MEMBER** stated in the Schedule."

Subject to otherwise the terms, exclusions and conditions of the Policy issued.

