

Star Health and Allied Insurance Co. Ltd.

Regd. & Corporate Office: 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai – 600034. Phone: 044 – 28288800 Telefax: 044 – 28260062 Website: www.starhealth.in

Medi-Classic Insurance Policy (Group)

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 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/s) 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 undertakes that if during the period stated in the Schedule or during the continuance of this policy by renewal the insured person shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) 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 (hereinafter called 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 such Insured Person up-to the limits indicated but not exceeding the sum insured in aggregate in any one period stated in the schedule hereto.

- $1.0 \hspace{0.5cm} A) \hspace{0.1cm} Room, Boarding \hspace{0.1cm} Expenses \hspace{0.1cm} as \hspace{0.1cm} provided \hspace{0.1cm} by \hspace{0.1cm} the \hspace{0.1cm} Hospital/\hspace{0.1cm} Nursing \hspace{0.1cm} Home \hspace{0.1cm} at \hspace{0.1cm} 2\% \hspace{0.1cm} of \hspace{0.1cm} the \hspace{0.1cm} sum \hspace{0.1cm} insured \hspace{0.1cm} subject \hspace{0.1cm} to \hspace{0.1cm} a \hspace{0.1cm} maximum \hspace{0.1cm} of \hspace{0.1cm} Rs4000 \hspace{0.1cm} per \hspace{0.1cm} day.$
 - 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.1500/- 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.5000/= 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.4000/= 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 (Kidney stone removal) Tonsillectomy, Cutting and Draining of Abscess, Liver Aspiration, Pleural Effusion Aspiration, Colonoscopy, Sclerotheraphy, taken in the Hospital/Nursing Home and the Insured is discharged on the same day.

 $The amount payable \ respect of the following \ treatment \ is \ \textbf{up-to} \ the \ limit \ mentioned \ the re-against:$

Cataract surgery-Rs20000 in respect of one eye and Rs30000 in the entire policy period

Lithotripsy (Kidney stone removal) - Rs20000 Tonsillectomy- Rs7500

Cutting and Draining of Abscess-Rs1500 Liver Aspiration-Rs2000

Pleural Effusion Aspiration-Rs2000

Colonoscopy-Rs2000

Sclerotheraphy - 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.

3. DEFINITIONS

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. Insured Person means the name/s of persons shown in the schedule of the Policy.

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

(NB: "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.

In-Patient means an Insured Person who is admitted to Hospital and stays there for a minimum period of 24 hours for the sole purpose of receiving treatment.

Medical Practitioner means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of the respective State of India. The term Medical Practitioner would include Physician Specialist and Surgeon.

Pre-Existing Disease means any 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 the **Company**.

Pre Hospitalisation

Relevant medical expenses incurred during the period up to 30 days prior to hospitalisation on disease/illness, injury sustained will be considered as part of claim mentioned under 1.0 above

Post Hospitalisation

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.5000/= per occurrence towards Post Hospitalisation Medical expenses wherever recommended by the attending Medical Practitioner

Qualified Nurse means a person who holds a certificate of recognized Nursing Council and who is employed on recommendations of the attending medical practitioner.

Surgical Operation means manual and / or operative procedure for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

EXCLUSIONS

The Company shall not be liable to make any payments under this policy in respect of any expenses what so ever incurred by any insured person in connection with or in respect of:

- 1. All **Pre-Existing Disease/condition** as defined in the policy, until 48months of continuous coverage have elapsed, since inception of the first policy with the Company.
- 2. Any disease contracted by the Insured Person during the first 30days from the commencement date of the policy. This condition shall not however apply in case of the Insured Person having been covered under this scheme or group insurance scheme 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), Prolapse of intervertibral 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 to exclusion number 1 above.
- 4. During the first year of operation of the Insurance cover the expenses on treatment of diseases such as Benign Prostate Hypertrophy, Hernia, Hydrocele, Congenital Internal disease/defect, fistula in anus, Piles, Sinusitis and related disorders, Gallstones and renal stones removal are not payable. If these (other than congenital internal diseases/defects) are Pre-Existing at the time of proposal they will be covered subject to exclusion number 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 or inoculation or change of life or cosmic 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, 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 Lymphadinopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
- 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 forming part of treatment for injury or disease as certified by the attending Physician.
- $14.\ Injury\ or\ Disease\ directly\ or\ indirectly\ caused\ by\ or\ contributed\ to\ by\ nuclear\ we apons/\ materials$
- $15. \, Treatment\, arising\, from\, or\, traceable\, to\, pregnancy, child birth,\, miscarriage,\, abortion\, or\, complications\, of\, any\, of\, these\, including\, caesarean\, section.$
- 16. Naturopathy Treatment.
- $17. \ \ Hospital\ registration\ charges, record\ charges, telephone\ charges\ and\ such\ other\ similar\ charges.$
- $18. \ Expenses incurred on \, Lasik \, Laser \, or \, Refractive \, Error \, Correction \, treatment$
- 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 subject to a maximum of Rs25000 during the entire policy period.

CONDITIONS:

- 1. Every notice or communication to be given or made under this policy shall be delivered in writing at the address as shown in the schedule.
- 2. The premium payable under this policy shall be payable in advance. No receipt of premium shall be valid except on the official form of the company signed by a duly authorized official of the company. The due payment of premium and the observance of fulfilment of the terms, 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 Death, injury, Hospitalisation.
- 4. Claim must be filed with 15 days from the date of discharge from the Hospital This is a condition precedent to admission of liability under the policy.
- 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 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 any insured Person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the benefits under this Policy shall be in excess of the benefits available under other insurance/s.
- 9. Renewal: The Policy may be renewed under mutual consent. The Company shall not however be bound to give notice that it is due for renewal. Renewal is under normal terms. Where the claims ratio under the insurance for immediately preceding two consecutive periods of Insurance exceeds 80%, the Company may impose a loading of premium as per the scales below:

 $Average\ claims\ ratio\ between\ 80-100\%-Loading\ on\ basic\ premium\ 20\%\ Average\ claims\ ratio\ between\ 101-150\%-\ Loading\ on\ basic\ premium\ 50\%$

However as regards each relevant person in respect of disease/sickness/illness for which claim/s has/have been made the sum insured will be restricted to that policy sum insured for the relevant person where the claim/s was/were first made.

10. Cancellation: The Company may at any time cancel this Policy by sending the Insured 30 days notice by registered letter at the insured last known address and in such event the Company shall refund to the Insured a pro-rata premium for unexpired period of Insurance. The Company shall however remain liable for any claim, which arose prior to the date of cancellation. The insured may at any time cancel this Policy and in such event the Company shall allow refund of Premium at Company's short period rate only (table given here below) provided no claim has occurred up to the date of cancellation.

PERIOD ON RISK

RATE OF PREMIUM TO BE CHARGED

 $\begin{array}{lll} \mbox{Up to one-month} & 1/3^{\rm rd} \mbox{ of the annual premium} \\ \mbox{Up to three Months} & \frac{1}{2} \mbox{ of the annual premium} \\ \mbox{Up to six months} & 3/4 \mbox{th of the annual premium} \\ \mbox{Exceeding six months} & \mbox{full annual premium}. \end{array}$

- 11. Automatic Termination: This insurance in relation to each relevant person shall terminate immediately on the earlier of the following events:
 - \checkmark Upon the death of the Insured Person
 - ✓ Upon exhaustion of the sum insured in respect of such person
- 12 If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not, within three years from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

13. Payment of Claim

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.

 $14. \ All\ claims\ under\ this\ policy\ shall\ be\ payable\ in\ India.$

15. Group Discount

Group Discount depending on the size of the Group is as per scales below:

No. Of Members	% of Discount
Up-to 500	NIL
501-1000	2.5
1001-3000	5.0
3001-7000	7.5
7001-10000	10.0
>10000	12.0

The Group Discount is allowable only to Groups where the claims experience is less than 80%. The Group Discount will be allowed only on the Basic premium and not on the premium in respect of Add-on covers. The discount is not cumulative. The applicable scale of discount is to be reckoned in accordance with the group size at the inception of the policy. Increase/decrease in the Group size following additions/deletions will not alter the Group discount. Inclusions of persons into the Group can be made on payment of additional premium on pro-rata basis. Refund for deletion of persons from the Group can be made on pro-rata basis subject to there being "No claim" in respect of such persons.

16. Package Charges

The Company's liability in respect of package charges will be restricted to 80% of such amount. (Package charges refer to charges that are not advertised in the Schedule of the Hospital). Where Package rates are charged the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at Rs4000 per day.

17. Co-pay: The Insured person to co-pay 10% of the claim amount in consideration of which a discount of 2% on the gross premium (excluding add-on cover premium) is allowed.

18. 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. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

19 Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to M/s Star Health and Allied Insurance Company Limited. No:1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai 600034, Toll Free No: 1800 425 2255 Fax-toll free-1800 425 5522, E mail: 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.

20. 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.

21. 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 an insurer;
- b. any dispute regard to premium paid or payable in terms of the policy;
- c. any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- d. delay in settlement of claims;
- e. Non-issuance of any insurance document to customer after receipt of the premium.

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

Addresses of the Ombudsman

Office of the Insurance Ombudsman, 2nd floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, **AHMEDABAD** – **380 014** Tel.079- 27546150 Fax:079-27546142 E-mail:<u>insombahd@rediffmail.com</u>.

Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th 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, 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, Jeevan Bhawan, Phase 2, 6th floor, Nawal Kishore Rd. Hazratganj, **LUCKNOW – 226 001** Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in

Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd floor, Malviya Nagar, **BHOPAL** Tel. 0755-2769201/02 Fax:0755-2769203 E-mail:

 $\underline{bimalok palbhopal@airtelbroadband.in}$

Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg. Asaf Ali Road **NEW DELHI – 110 002.** Tel. 011-23239611 Fax: 011-23230858 E-mail: iobdelraj@rediffmail.com

Office of the Insurance Ombudsman, 2nd 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, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054. PBX: 022-26106928. Fax: 022-26106052 E-mail: ombudsman@vsnl.net

Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103 2nd 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, 5th floor, Nr. Panbazar Overbridge, S.S. Road, **GUWAHATI – 781 001.** Tel.: 0361-2131307 Fax:0361-2732937 E-mail: omb_ghy@sify.com.

Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 3rd floor, **KOLKATA – 700 001**. Tel.:033-22134869 Fax: 033-22134868 E-mail: iombkol@vsnl.net.

22 IMPORTANT NOTE

The Policy Schedule and any Endorsement are to be read together and any word or expression to which a specific meaning has been attached in any one of them shall bear such meaning wherever it appears.

The terms conditions and exceptions that appear in the Policy or in any Endorsement are part of the contract and must be complied with. Failure to comply may result in the claim being denied.