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

# Star Net Plus Insurance Policy

**The Proposal, Declaration and other documents if any given by the proposer forms the basis of this policy of insurance**

In consideration of the premium paid in full and subject to the terms and conditions as set out in the Schedule with all its Parts, the Company by this Policy agrees as under :-

## Section I – HIV Cover Section

The insured person shall contract the covered disease / illness/ accidental injuries as defined herein, the Company will pay to the Insured the limit mentioned in the Schedule as a lump sum.

In the event of any claim becoming admissible under this insurance, the Company will pay to the Insured as follows:-

The lump-sum amount as specified in the Policy Schedule for the covered disease / illness / accidental injuries, subject to terms, conditions, limitations and exclusions mentioned therein, if the Insured Person is declared as having reached the stage of AIDS (if the cd4 count falls below 150) as defined herein and the same is diagnosed and certified by a team of doctors appointed / nominated by the Company after conducting appropriate test(s) and during the Period of Insurance and if all of the following conditions are satisfied.

The stage of AIDS experienced by the Insured Person is the first incidence; and

The signs or symptoms experienced by the Insured Person commenced more than 90 days (ninety days) following the Commencement Date of the policy.

The Insured Person subjects himself/herself to examination by the panel doctor of the Company and AIDS is confirmed by the panel doctor.

Only one lump sum payment shall be provided during the Insured Person's lifetime regardless of the number of treatments undergone by the Insured Person. The cover for the respective individual will be automatically terminated after the lump sum payment is made as above and the cover for the respective person shall not be renewed.

## Section II – Medical Section

If during the period stated in the Schedule if the insured person shall contract any disease or suffer from any illness or sustain any bodily injury through accident and if such disease or injury shall require such insured Person, upon the advice of the duly Qualified Physician/Medical Specialist /Medical Practitioner or of duly Qualified Surgeon to incur Hospitalization expenses for medical/surgical treatment at any Nursing Home / Hospital in India as herein defined as an inpatient, the Company will pay to the Insured Person the amount of such expenses as are reasonably and necessarily incurred up-to the limits indicated but not exceeding the sum insured in aggregate in any one period stated in the schedule hereto.

1.0 In the event of any claims becoming admissible under this Scheme, the Company will pay to the Insured Person or the estate of the Insured Person.

2.0 The amount of such expenses as would fall under different heads up to the limits mentioned, and as are reasonably and necessarily incurred thereof by or on behalf of such Insured Person, but not exceeding the Sum insured in aggregate mentioned in the schedule hereto.

A) Room, Boarding Expenses as provided by the Hospital / Nursing Home at 2% of the sum insured.

B) Nursing expenses.

C) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees.

D) Anaesthesia, Blood, Oxygen, Operation Theatre charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, cost of Pacemaker and similar expenses.

E) Emergency ambulance charges up-to a sum of Rs. 750/- per hospitalisation and overall limit of Rs. 1,500/- per policy period for transportation of the insured person by private ambulance service when this is needed for medical reasons to go to hospital for treatment provided such hospitalisation claim is admissible as per the Policy.

F) Relevant **Pre-Hospitalization** medical expenses incurred for a period not exceeding 30 days prior to the date of Hospitalisation, on the disease/illness, injury sustained following an admissible claim under the policy

G) A Sum equivalent to 7% of the hospitalisation expenses incurred comprising of Nursing charges, Surgeon/consultant fees, Diagnostic charges, Medicines and Drugs only subject to a maximum of Rs. 5,000/- per occurrence towards **Post Hospitalisation** Medical expenses wherever recommended by the attending Medical Practioner.

Where package rates are charged by the hospitals the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at 2% of the Sum Insured 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 **up-to** the limit mentioned there-against:

Cataract surgery- Rs.20000/- in respect of one eye and Rs.30000/- in the entire policy period

Lithotripsy (Kidney stone removal) – Rs.20000/-

Tonsillectomy- Rs.7500/-

Cutting and Draining of Abscess- Rs.1500/-

Liver Aspiration- Rs.2000/-

Pleural Effusion Aspiration- Rs.2000/-

Sclerotheraphy – Rs.5000/-

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 (under Section II – Medical Section) in the Schedule.**

## 3. Definitions

**AIDS** means Acquired Immuno Deficiency Syndrome where the CD4 count of the HIV infected person goes below 150 and this (AIDS) has to be confirmed in conjunction with other relevant tests and parameters.

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

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

**Company means** Star Health and Allied Insurance Company Limited

**Co-Payment** means the amount of claim to be borne by the insured

**Diagnosis** means Diagnosis by a registered medical practitioner, supported by clinical, radiological, and histo-pathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to the Company.

**HIV** means Human Immuno Virus.

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

**Either**

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

**Or**

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

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

The term “hospital / Nursing home” shall not include an establishment which is a place of rest, a place for the aged, a place for drug addicts, de-addiction centres , 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.

**Insured** means Government or Non Governmental Organisation or Agencies active in the field of serving the cause of people with HIV / AIDS which has proposed this policy and who remits the premium with service tax, as applicable, to the Company under this policy.

**Insured person** means the name of persons shown in the schedule of the Policy.

**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 who may be either employed or nominated by the Company.

**Network Hospital** means the hospitals empanelled by the Company

**Non Network Hospital** means the hospitals not empanelled by the Company

**Pre-Insurance medical test** means the clinical and laboratorial tests including CD4 test and/or HIV Viral Load Test or any other test as may be required, conducted on the Insured persons, to establish HIV infection and also to rule out the stage of AIDS.

**Pre-Existing Disease /Condition** means 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 hospitalization on disease/illness, injury sustained will be considered as part of claim

**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 excluding room rent charges, 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.

**Reasonable and Customary expenses** means a charge for medical care which shall be considered reasonable and customary to the extent that it does not exceed the general level of charges being made by others of similar standing in the locality where the charge is incurred when furnishing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar disease, illness, medical condition or injury.

**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.

**SPECIAL CONDITIONS : UNDER SECTION 1**

The eligibility of a claim under the policy must be confirmed by a registered medical practitioner as defined herein and must be supported by clinical and laboratory evidence acceptable to the Company.

Insurance under this policy shall cease upon payment of the compensation as provided herein and no further payment will be made for any consequent disease or dependent disease.

Payment of claims will be made to the **Insured** whose discharge shall be final and binding. It is for the **Insured** to decide to pass on the benefit of a claim to the claimant either by way of treatment or cash in lieu thereof.

**Waiting Period**- No claim for compensation will become payable if illness/disease/condition specified in the policy incepts or manifests during the first 90 days of the inception of the policy. In the event of renewal with the Company this 90 days limit shall not apply.

**Exclusions under Section I :**

1. 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 expenses towards the treatment of HIV.

2. All medical conditions which are **Pre Existing** when the cover incepts for the first time including the stage of AIDS except HIV which is specifically covered.

3. AIDS confirmed during the first 90 days from the commencement date of the policy.

**Exclusions under Section II :**

1. **Pre-Existing Disease** 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 30 days 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. Exclusion of medical expenses incurred for treatment of Tuberculosis and Gastro-Enteritis.

4. During the First two Years of continuous operation of Insurance cover, the expenses on treatment of Cataract, Hysterectomy for Menorrhagia or Fibromyoma, Knee replacement Surgery (other than caused by an accident), Joint Replacement Surgery(other than caused by an accident), Prolapse of intervertibral disc(other than caused by accident), Varicose veins and Varicose ulcers.

- ❖ 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 diseases (other than congenital internal diseases/defects) are Pre- Existing at the time of proposal they will be covered subject to the exclusion for Pre-Existing Disease as 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. 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.

12. Expenses on vitamins and tonics forming part of treatment for injury or disease as certified by the attending Physician.

13. Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/ materials.
14. Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these including caesarean section.
15. Naturopathy Treatment.
16. Hospital registration charges, record charges, telephone charges and such other similar charges.
17. Expenses incurred on Lasik Laser or Refractive Error Correction treatment.
18. Expenses incurred on weight control services including surgical procedures for treatment of obesity, medical treatment for weight control/loss programs.
19. 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.

**Conditions under Section I**

1. This policy is available for all persons irrespective of age. However, the Company can decline cover to any persons subsequent to pre-insurance medical tests.
2. The renewals shall be automatic provided the renewal premium is paid before expiry of the current policy. The yearly renewal premiums may vary over the period as and when this policy product is reviewed and amended with the clearance of the Statutory Authorities.
3. Pre-insurance medical tests are a pre-condition for all persons also who are included for the first time under this insurance, at the time of renewal of the policy. Insurer can decline cover for any person or persons based on the outcome of such tests.
4. The Insured shall obtain and furnish the Company with all 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.
5. The findings of such medical team shall be final and binding in deciding the admissibility of a claim.
6. **Automatic Termination**: This policy shall terminate in respect of the relevant Insured person immediately on the earlier of the following events:

- Upon the death of the relevant Insured person
- Upon payment of benefit under the policy in respect of the relevant Insured person.

7. **Limitation:** 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.

8. **Payment of Claim:** All claims under this policy shall be payable in Indian currency.

**Conditions under Section II**

1. 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.

2. 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.

3. 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 Company will not be liable to contribute more than a rateable proportion of such costs / expenses.

4. Automatic Termination: This insurance in relation to each relevant person shall terminate immediately on the earlier of the following events:
   - Upon the death of the Insured Person
   - Upon exhaustion of the sum insured in respect of such person

5. 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.

6. All claims under this policy shall be payable in Indian currency.

7. All medical/surgical treatments under this policy shall have to be taken in India.

8. 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 2% of the sum insured per day.

**Conditions common to Section I and Section II**

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, in so far as they relate to anything to be done or complied with by the Insured, 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 3 days from the date of the incidence giving rise to a valid claim under the policy.
   **Note:** Wavier of this condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the company that under the circumstances in which the insured was placed it was not possible form him or any other person to give such notice or file claim within the prescribed time limit.

4. A team of medical practitioners as defined herein shall be allowed to examine the Insured person and conduct the required tests in case of an alleged condition giving rise to a claim, when and as often as the same may reasonably be required on behalf of the Company.
5. 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.

6. **Cancellation:** The Company may at any time cancel this Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-co-operation by the insured person by sending the Insured 30 days notice by registered letter at the Insured Person's last known address and in such event the Company shall refund to the Insured a pro-rata premium for unexpired period of Insurance subject to there being no claim. 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 |
|---|---|
| Up to one-month | 1/3rd of the annual premium |
| Up to three Months | ½ of the annual premium |
| Up to six months | 3/4th of the annual premium |
| Exceeding six months | full annual premium |

7. **Policy Dispute:** 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.
8. **Renewal:** The policy will be renewed except on grounds of fraud/ misrepresentation. A grace period of 15 days from the date of expiry of the policy is available for renewal. If renewal is made within this 15 day period the continuity of benefits will be allowed, subject to the condition that any claim arising during this break-in period shall not be paid for.
9. **Notices**:
   Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, e-mail or facsimile to :
   Star Health and Allied Insurance Company Limited
   1, New Tank Street,
   Valluvar Kottam High Road,
   Nungambakkam,
   Chennai-600034.
   Fax : 044 28288826
   Phone: 044 28288800 Toll Free: 1800 425 2255
   E-mail: info@starhealth.in
10. **Customer Service:**
   If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

11. **Grievances**:
   In case the Insured Person is aggrieved in any way, the Insured may contact the Company and Company at the specified address, during normal business hours.

In the event of the following grievances:

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

The Insured Person may approach the Insurance Ombudsman at the address given below, within whose jurisdiction the branches or offices of Star Health and Allied Insurance Company Limited are located.

**Addresses of the Ombudsman**

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| Office of the Insurance Ombudsman,<br>2nd floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road,<br>**AHMEDABAD – 380 014**<br>Tel.079- 27546150 Fax:079-27546142<br>E-mail:**insombahd@rediffmail.com**. | Office of the Insurance Ombudsman,<br>6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool **HYDERABAD – 500 004**<br>Tel. 040-23325325 Fax: 040-23376599<br>E-mail: hyd2_insombud@sancharnet.in. |
| Office of the Insurance Ombudsman,<br>Janak Vihar Complex, 2nd floor, Malviya Nagar, **BHOPAL**<br>Tel. 0755-2769201/02 Fax:0755-2769203<br>E-mail:<br>**bimalokpalbhopal@airtelbroadband.in** | Office of the Insurance Ombudsman,<br>2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road ,<br>**ERNAKULAM – 682 015**<br>Tel: 0484-2358734 Fax:0484-2359336<br>E-mail: iokochi@asianetglobal.com |
| Office of the Insurance Ombudsman,<br>62.Forest park **Bhubaneshwar -751009**<br>Tel-0674-2596455 Fax-0674-2596429<br>**Email: ioobbsr@dataone.in** | Office of the Insurance Ombudsman,<br>North British Bldg., 29, N.S. Road ,<br>3rd floor, **KOLKATA – 700 001.**<br>Tel.:033-22134869 Fax: 033-22134868<br>E-mail : **iombkol@vsnl.net.** |
| Office of the Insurance Ombudsman,<br>Fatima Akhtar Court , 4th floor, 453 (old 312) Anna Salai, Teynampet,<br>**CHENNAI – 600 018**.<br>Tel. 044-24333678,Fax: 044-24333664<br>E-mail: insombud@md4.vsnl.net | Office of the Insurance Ombudsman,<br>Jeevan Bhawan, Phase 2, 6th floor, Nawal Kishore Rd. Hazratganj,<br>**LUCKNOW – 226 001**<br>Tel.:0522-2201188 Fax: 0522-2231310<br>E-mail: ioblko@sancharnet.in |
| Office of the Insurance Ombudsman,<br>S.C.O. No.101, 102 & 103 2nd floor, Batra Building, Sector 17-D **,**<br>**CHANDIGARH – 160 017**<br>Tel.: 0172-2706196 Fax: 0172-2708274<br>E-mail: ombchd@yahoo.co.in | Office of the Insurance Ombudsman,<br>Jeevan Nivesh, 5th floor, Nr. Panbazar Overbridge , S.S. Road,<br>**GUWAHATI – 781 001.**<br>Tel. : 0361-2132204/5 Fax:0361-2732937<br>E-mail: omb_ghy@sify.com. |

| Office of the Insurance Ombudsman,<br>2/2 A, Universal Insurance Bldg.<br>Asaf Ali Road **NEW DELHI – 110 002.**<br>Tel. 011-23239633 Fax: 011-23239633<br>Fax 011 23230858 | Office of Insurance Ombudsman,<br>III FloorJeevan seva Annexe ,S.V.Road<br>Santacruz(w) **Mumbai-400054.**<br>Tel 022-26106928/Fax 022-26106052<br>Email ombudsmanmumbai@gmail.com |
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12. **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.