

## STAR CRITICARE PLUS INSURANCE POLICY

Unique Identification No. : IRDA/NL-HLT/SHAI/P-H(C)/V.I/138/13-14

The proposal, declaration and other documents if any, given by the proposer shall be the basis of this Contract and is deemed to be incorporated herein.

In consideration of the premium paid, subject to the terms, conditions, exclusions and definitions contained herein the Company agrees as under

### 1. COVERAGE

#### Section I

that if during the period stated in the Schedule the insured person shall contract any disease or suffer from any illness or sustain bodily injury through accident and if such disease or injury shall require the insured Person, upon the advice of a 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 an **in-patient**, 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.

- A) Room, Boarding, Nursing Expenses as provided by the Hospital / Nursing Home at 2% of the sum insured subject to a maximum of Rs. 4000/- per day
- B) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fee.
- C) 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.
- D) 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.
- E) Relevant **Pre-Hospitalization** medical expenses upto 30 days prior to hospitalisation.
- F) Relevant **Post-Hospitalisation** medical expenses wherever recommended by the attending Medical practitioner upto 7% of the hospitalisation expenses incurred (excluding room and/or board charges, Hospital service charges) subject to a maximum of Rs5000/- per occurrence.

Where Package rates are charged by hospitals the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at **Rs4000/-** 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, Sclerotherapy, taken in the Hospital / Nursing Home and the Insured is discharged on the same day.

The amount payable in respect of the following treatment is up-to the limit mentioned there-against:

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

Lithotripsy (Kidney stone removal)	- Rs. 20000/-
Tonsillectomy	-Rs. 15000/-
Cutting and draining of peripheral abscess	-Rs. 2500/-
Cutting and draining of sub-cutaneous abscess	-Rs. 4000/-
Liver Aspiration	-Rs. 2000/-
Pleural Effusion Aspiration	-Rs. 2000/-
Sclerotherapy	-Rs. 5000/-

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

In respect of persons aged above 60 years, the sum insured shall be restricted to the amount as shown in the schedule.

#### Section II

that if during the period stated in the Schedule the insured person shall contract any Major Disease/s specified herein the Company will pay to the Insured Person a lump-sum not exceeding the sum insured stated under Section II of the Schedule subject to the following conditions:

- ✓ Major Disease experienced by the Insured is the first incidence of that Major Disease; and
- ✓ The signs or symptoms of the Major Disease experienced by the Insured Person commenced after 90 days (ninety days) following the Commencement Date of the policy and
- ✓ The Insured Person subjects himself/herself to examination by the panel doctor of the Company and the incidence of such Major Disease is confirmed by the panel doctor and
- ✓ No claim for compensation will become payable if the insured person is suffering from any of the covered Major Disease at the time of inception of this policy.

Payment of lump-sum claim under Section II is in addition to payment of hospitalisation expenses under Section I, it being however agreed that such hospitalisation expenses shall be required to be paid only until the date of diagnosis of Major Disease and on entitlement of the Insured Person for payment of lump sum. Section I benefit ceases to be paid for that Major Disease thereafter. However, Section I benefit will continue for all other diseases/illness/accident excluding the Major Diseases until the expiry of the policy and the policy shall not be renewed thereafter. The insured can choose to take a Medi-Classic insurance policy or its equivalent offered by the Company

Only one lump sum payment shall be provided during the Insured Person's lifetime regardless of the number of **Major Diseases**, incapacities or treatments suffered by the **Insured Person**.

**Note:** Where the **Insured Person/s** is /are already insured under any other policy covering **Major Diseases** issued by the Company and where a claim has already been admitted, the maximum amount payable under all Policies combined will not exceed the amount payable under the Policy which pays the largest benefit.

Where the claim has already been settled for such lump sum amount this policy shall be null and void.

#### **Additional provisions relating to Section II**

- ✓ Each of the Disease specified in the policy must be confirmed by a registered medical practitioner appointed by the Company and must be supported by clinical radiological histological pathological, histo-pathological and laboratory evidence acceptable to the Company.
- ✓ Insurance under Section II of this policy shall cease upon payment of compensation on occurrence of any Major Disease and no further payment will be made for any consequent disease or dependent disease.
- ✓ Waiting Period- No claim for compensation will become payable if a Major Disease 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.
- ✓ No claim for compensation will become payable if the insured person is suffering from any of the covered Major Disease at the time of inception of this policy.

## **2. DEFINITIONS**

**Accident / Accidental** means a sudden unforeseen and involuntary event caused by external visible and violent means.

**Any One Illness** means 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.

**Brain Tumour** means any intracranial tumour created by abnormal and uncontrolled cell division, occurring in the brain cells, lymphatic tissue, blood vessels, in the cranial nerves.

**Cancer** means a malignant tumour characterised by the uncontrolled growth & spread of malignant cells with invasion & destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy & confirmed by a pathologist. The term cancer includes leukemia, lymphoma and sarcoma.

The following are excluded

1. Tumours showing the malignant changes of carcinoma in situ & tumours which are histologically described as premalignant or non invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN-2, CIN-3.
2. Any skin cancer other than invasive malignant melanoma
3. All tumours of the prostate unless histologically classified as having as Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
4. Papillary micro-carcinoma of the thyroid less than 1cm in diameter
5. Chronic lymphocytic leukaemia less than RAI stage 3
6. Microcarcinoma of the presence of HIV infection
7. All tumours in the presence of HIV infection

**Cerebro-Vascular Stroke** means any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded

1. Transient ischemic attack (TIA)
2. Traumatic injury of the brain
3. Vascular disease affecting only the eye or optic nerve or vestibular functions

**Chronic Kidney** End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

**Co-payment** means is a cost-sharing requirement under a health insurance policy that provides that the policy holder/insured will bear a specified percentage of the admissible claim amount. A Co-payment does not reduce the Sum Insured.

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

**Condition Precedent** shall mean a policy term or condition upon which the insurer's liability under the policy is conditional upon

**Congenital Internal** means congenital anomaly which is not in the visible and accessible parts of the body

**Congenital External** means congenital anomaly which is in the visible and accessible parts of the body

**Day Care Treatment** means medical treatment, and/or surgical procedure which is:

- undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- which would have otherwise required a hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition

**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.

**Disclosure to information norm** means the policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

**Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.

**Hospital / Nursing Home** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- a. Has qualified nursing staff under its employment round the clock;
- b. Has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- c. Has qualified medical practitioner(s) in charge round the clock.
- d. Has a fully equipped operation theatre of its own where surgical procedures are carried out;
- e. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

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

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

**Irreversible coma** means a state of unconsciousness with no reaction or response to external stimuli or internal needs.

This diagnosis must be supported by evidence of all of the following:

- ✓ no response to external stimuli continuously for at least 96 hours;
- ✓ life support measures are necessary to sustain life; and
- ✓ permanent neurological deficit which must be assessed at least 30 days after the onset of the coma

The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded

**Irreversible Paraplegia** means paralysis of the lower part of the body including the legs

**Irreversible Quadriplegia** means paralysis affecting all four limbs

**Major Diseases means :**

First Diagnosis of Cancer, Chronic Kidney Disease, Brain Tumour,

Undergoing first time - Major Organ Transplant,

Occurrence for the first time of the following medical events:

Cerebro-Vascular Stroke causing Hemiplegia,

Acute Myocardial Infarction resulting in

Left Ventricular Ejection Fraction of < 25%

Established irreversible Coma,

Established irreversible Paraplegia,

Established irreversible Quadriplegia

**Major Organ Transplant** means the actual undergoing of a transplant of:

- ✓ One of the following human organs: heart, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- ✓ Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.

The following are excluded

- ✓ Other stem - Cell transplants
- ✓ Where only islets of langerhans are transplanted

**Medical Practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is there by entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence.

**Medically Necessary** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner;
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**Myocardial Infarction** means death of a portion of heart muscles arising from inadequate blood supply to the relevant area. The diagnosis for this will be evidence by all of the following criteria.

- a. a history of typical clinical symptoms consistent with the diagnosis of Acute Myocardial infraction ( for e.g. typical chest pain)
- b. new characteristic electrocardiogram changes
- c. elevation of infraction specific enzymes, Troponins or other specific biochemical markets.

The following are excluded

1. Non-ST-segment elevation myocardial infraction (NSTEM) with elevation of Troponin I or T;
2. Other acute Coronary Syndrome
3. Any type of angina pectoris

**Network Hospital** means all such hospitals, day care centers or other providers that the insurance company has mutually agreed with, to provide services like cashless access to policyholders. The list is available with the insurer/TPA and subject to amendment from time to time.

**Non Network Hospital** Any hospital, day care centre or other provider that is not part of the network

**Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another

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

**Pre Hospitalization** means Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that :

- i. Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalization was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company

**Post Hospitalization**

Medical Expenses incurred immediately after the insured person is discharged from the hospital provided that:

- i. Such Medical Expenses are incurred for the same condition for which the insured person's hospitalization was required and
- ii. The inpatient hospitalization claim for such hospitalization is admissible by the insurance company.

**Qualified Nurse** is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

**Reasonable and Customary expenses** means a charge for medical care which shall be considered reasonable and necessary 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.

**Room Rent** means the amount charged by a hospital for the occupancy of a bed on per day (24 hrs) basis and shall include associated medical expenses.

**Surgery/Surgical Operation** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner

**Unproven / Experimental** means treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven

### 3. EXCLUSIONS

#### Applicable for Section I

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

1. Pre Existing Diseases as defined in the policy until 48 consecutive months of continuous coverage have elapsed, since inception of the first policy with any Indian Insurer. However the limit of the Company's liability in respect of claim for pre-existing diseases under such portability shall be limited to the sum insured under first policy with any Indian Insurance 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 any healthinsurance 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 this Insurance cover, the expenses on treatment Cataract, Hysterectomy for Menorrhagia or Fibromyoma, treatment for knee or joint (other than caused by an accident) Prolapse of intervertebral disc (other than caused by accident), varicose veins and varicose ulcers
4. During the first year of operation of the Insurance cover the expenses on treatment of Benign Prostate Hypertrophy, Hernia, Hydrocele, Fistula in anus, Piles, Sinusitis and related disorders, treatment for gallstones and renal stone.
5. 30% of each and every claim in respect of the insured persons aged above 60 years at entry. This is also applicable for sub limits in respect of diseases/illness/injuries specified in the Schedule.
6. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination (except as part of post bite treatment) or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
7. Cost of spectacles and contact lens, hearing aids walkers, crutches wheel chairs and such other aids.
8. Dental treatment or surgery of any kind unless necessitated due to accidental injuries and requiring hospitalization.
9. 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.
10. Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician
11. Naturopathy Treatment.
12. Hospital registration charges, record charges, incidental and miscellaneous expenses and telephone charges

13. Expenses incurred on Lasik Laser or Refractive Error Correction treatment
14. Expenses incurred on weight control services including surgical procedures for treatment of obesity, medical treatment for weight control/loss programs
15. 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/- in the entire policy period.

**Common exclusions applicable for Section I & Section II**

16. Any congenital disease/defect whether internal/external
17. 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)
18. Convalescence, Psycho-somatic disorders, general debility, Run-down condition rest cure, sterility, venereal disease, intentional self injury and use of intoxicating drugs/alcohol.
19. All expenses arising out of any condition directly or indirectly caused due to or associated with human T-cell Lymph tropic Virus type III (HTLV III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.
20. Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/ materials
21. Treatment arising from or traceable to pregnancy (other than ectopic gestational pregnancy), childbirth, miscarriage, abortion or complications of any of these including caesarean section.
22. Other expenses as detailed elsewhere in the policy.

1. 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 due observance of fulfillment of the terms, provision, conditions and endorsements of this policy by the Insured Person, in so far as they relate to anything to be done or complied with by the Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions, and endorsements of this policy shall be valid unless made in writing and signed by an authorized official of the Company.
2. 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 time of injury /occurrence of illness/Hospitalization.
3. Claim must be filed within 15 days from the date of discharge from the Hospital.

**Note:** The above condition numbers 2 & 3 are conditions precedent to admission of liability under the policy.

However the company will examine and relax the time limit mentioned in these conditions depending upon the merits of the case.

4. 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.

Documents to be submitted in support of claim are –

**For Reimbursement claims:**

- a. Documents to be submitted in support of claim are - Duly completed claim form, and
- b. Pre Admission investigations and treatment papers.
- c. Discharge Summary from the hospital in original
- d. Cash receipts from hospital, chemists
- e. Cash receipts and reports for tests done
- f. Receipts from doctors, surgeons, anaesthetist
- g. Certificate from the attending doctor regarding the diagnosis.

**For Cashless Treatment:**

Prescriptions and receipts for Pre and Post-hospitalisation

**Note:** The Company reserves the right to call for additional documents wherever required

In case of delay in payment of any claim that has been admitted as payable under the Policy terms and conditions, beyond the time period as prescribed under IRDA (Protection of Policyholders Regulation), 2002, the Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is approved by the Company. For the purpose of this clause, 'bank rate' shall mean the existing bank rate as notified by Reserve Bank of India, unless the extent regulation requires payment based on some other prescribed interest rate.

5. 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 at company's cost.
6. If the claim event falls within two policy periods, the claims shall be paid taking into consideration the available sum insured in the two policy periods, including the deductibles for each policy period. Such eligible claim amount to be payable to the insured shall be reduced to the extent of premium to be received for the renewal/due date of premium of health insurance policy, if not received earlier.
7. The Company shall not be liable to make any payment under the policy in respect of any claim if information furnished at the time of proposal is found to be incorrect or false or 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. **Renewal:** The Policy will be renewed except on grounds of misrepresentation/fraud committed. A grace period of 30 days from the date of expiry of the policy is available for renewal. If renewal is made within this 30 days period the continuity of benefits will be allowed. However the actual period of cover will start only from the date of payment of premium. In other words no protection is available between the policy expiry date and the date of payment of premium for renewal

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 where the claim/s was/were first made.

In the event of this policy being withdrawn / modified with revised terms and/or premium with the prior approval of the Competent Authority, the insured will be intimated three months in advance and accommodated in any other equivalent health insurance policy offered by the Company, if requested for by the Insured Person, at the relevant point of time.

9. **Free Look Period:** A free look period of 15 days from the date of receipt of the policy is available to the insured to review the terms and conditions of the policy. In case the insured is not satisfied with the terms and conditions, the insured may seek cancellation of the policy and in such an event the Company shall allow refund of premium paid after adjusting the cost of pre-medical screening, stamp duty charges and proportionate risk premium for the period concerned provided no claim has

Free look cancellation is not applicable at the time of renewal of the policy

10. **Portability:** This policy is portable. If the insured is desirous of porting this policy to another Insurer towards renewal, application in the appropriate form should be made to the Company at least before 45 days from the date when the renewal is due.

Where the outcome of acceptance of portability is still waiting from the new insurer on the date of renewal, the existing policy will be extended on the request of the Insured person, for a period not less than one month on pro rata premium. Such extended cover will be cancelled only on the written request by the Insured Person, subject to a minimum pro rata premium for one month. If the Insured Person requests in writing to continue the policy with the Company without porting, it will be allowed by charging the regular premium with the same terms as per the expiring policy. In case of a claim made by the Insured person and admitted by the Company during such extension, the policy will be extended for the remaining period by charging the regular premium. Portability is not possible during the policy period. For details contact "portability@starhealth.in" or call Telephone No +91-044-28288869

11. **Cancellation:** The Company may cancel this policy on grounds of misrepresentation, fraud, moral hazard, non disclosure of material fact or non-co-operation by the insured person, by sending the Insured 30 days notice by registered letter at the Insured person's last known address. The insured may at any time cancel this policy and in such event the Company shall allow refund after retaining premium at Company's short period rate only (table given below) provided no claim has occurred up to the date of cancellation.

PERIOD ON RISK	RATE OF PREMIUM TO BE RETAINED
Up to one-month	1/3rd of annual premium
Up to three Months	½ of annual premium
Up to six months	3/4th of annual premium
Exceeding six months	Full annual premium

12. **Automatic Termination:** This policy shall terminate immediately upon the death of the Insured Person.

Where a claim has been paid under Section II, the benefit under Section I will continue until expiry date of the policy. Where the sum insured under Section I is exhausted the benefit under Section II would continue until the expiry date of the policy or payment of benefit under Section II whichever shall first occur.

13. 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.

14. **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.
15. **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) will be restricted to 80% of such amount.
16. **Relief under Section 80-D:** Insured Person is eligible for relief under Section 80-D of the IT Act 1961 in respect of the premium paid by any mode other than cash.
17. **Important Note:** The Policy Schedule and any Endorsement are to be read together and any word or 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

The attention of the policy holder is drawn to our website [www.starhealth.in](http://www.starhealth.in) for anti fraud policy of the company for necessary compliance by all stake holders.

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 Star Health and Allied Insurance Company Limited, No 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai-600034. Fax no: 044 28319100, Toll free fax no: 1800 425 5522 Email: [info@starhealth.in](mailto: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.

**Grievance Department** Star Health and Allied Insurance Company Limited, No 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai-600034. Or Call 44-28288821 during normal business hours. Or Send e-mail to [grievances@starhealth.in](mailto:grievances@starhealth.in)

##### **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.

List of Ombudsman	
Contact Details	Areas of Jurisdiction
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <b>AHMEDABAD-380 014</b> . Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat Union Territory of Dadra & Nagar Haveli Daman and Diu
Office of the Insurance Ombudsman, Janak Vihar Complex, 2 <sup>nd</sup> Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, <b>BHOPAL(M.P.)-462 023</b> . Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
Office of the Insurance Ombudsman, 62, Forest Park, <b>BHUBANESHWAR-751 009</b> . Tel.:- 0674-2596455 Email ioobbsr@dataone.in	Orissa
Office of the Insurance Ombudsman, 2nd Floor, Batra Building, S.C.O. No.101-103, Sector 17-D, <b>CHANDIGARH-160 017</b> . Tel.:- 0172-2706468, Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana Himachal Pradesh, Jammu & Kashmir Union Territory of Chandigarh
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <b>CHENNAI-600 018</b> Tel.:- 044-24333668 044-24333668 /5284 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	Tamil Nadu Union Territory–Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry)
Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <b>NEW DELHI-110 002</b> . Tel.:- 011-23239633 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 <sup>th</sup> Floor, Near Panbazar Overbridge, S.S. Road, <b>GUWAHATI-781 001 (ASSAM)</b> , Tel.:- 0361-2132204/5, Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur Mizoram, Arunachal Pradesh Nagaland and Tripura
Office of the Insurance Ombudsman, 6-2-46, 1 <sup>st</sup> Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <b>HYDERABAD-500 004</b> . Tel : 040-65504123 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh Karnataka and Union Territory of Yanam a part of the Union Territory of Pondicherry
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <b>ERNAKULAM-682 015</b> . Tel : 0484-2358759 / 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , Union Territory of (a) Lakshadweep (b) Mahe – a part of Union Territory of Pondicherry
Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, <b>KOLKATTA – 700 072</b> . Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar Jharkhand and Union Territory of Andaman & Nicobar Islands Sikkim
Office of the Insurance Ombudsman, Jeevan Bhawan, 6 <sup>th</sup> Floor, Phase-2, Nawal Kishore Road, Hazaratganj, <b>LUCKNOW-226 001</b> . Tel : 0522 -2231331 / 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), <b>MUMBAI-400 054</b> . Tel : 022-26106928 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

### Other Excluded Expenses

#### TOILETRIES/ COSMETICS/ PERSONAL COMFORT OR CONVENIENCE ITEMS

1 Anne French Charges	13 Razor
2 Baby Charges (unless Specified/indicated)	14 Towel
3 Baby Food	15 Shoe Cover
4 Baby Utilites Charges	16 Beauty Services
5 Baby Set	17 Belts/ Braces ( Except For Cases Who Have Undergone Surgery Of Thoracic Or Lumbar Spine)
6 Baby Bottles	18 Buds
7 Bottle	19 Barber Charges
8 Brush	20 Caps
9 Cosy Towel	21 Cold Pack/hot Pack
10 Hand Wash	22 Carry Bags
11 Moisturiser Paste Brush	23 Cradle Charges
12 Powder	

24	Comb	75	Expenses For Investigation/ Treatment Irrelevant To The Disease For Which Admitted Or Diagnosed
25	Disposables Razors Charges ( For Site Preparations)	76	Any Expenses When The Patient Is Diagnosed With Retro Virus + Or Suffering From /hiv/ Aids Etc Is Detected/ Directly Or Indirectly (however Please See Specific Exclusion For This Purpose)
26	Eau-de-cologne / Room Freshners	77	Stem Cell Implantation/ Surgery
27	Eye Pad		<b>Items Which Form Part Of Hospital Services Where Separate Consumables Are Not Payable But The Service Is</b>
28	Eye Sheild	78	Ward And Theatre Booking Charges
29	Email / Internet Charges	79	Arthroscopy & Endoscopy Instruments
30	Food Charges (other Than Patient's Diet Provided By Hospital)	80	Microscope Cover
31	Foot Cover	81	Surgical Blades,harmonic Scalpel,shaver
32	Gown	82	Surgical Drill
33	Leggings (except For Bariatric And Varicose Vein Surgery Where Surgery Itself Is Payable)	83	Eye Kit
34	Laundry Charges	84	Eye Drape
35	Mineral Water	85	X-ray Film
36	Oil Charges	86	Sputum Cup
37	Sanitary Pad	87	Boyles Apparatus Charges
38	Slippers	88	Blood Grouping And Cross Matching Of Donors Samples
39	Telephone Charges	89	Savlon
40	Tissue Paper	90	Band Aids, Bandages, Sterile Injections, Needles, Syringes
41	Tooth Paste	91	Cotton
42	Tooth Brush	92	Cotton Bandage
43	Guest Services	93	Micropore/ Surgical Tape
44	Bed Pan	94	Blade
45	Bed Under Pad Charges	95	Apron
46	Camera Cover	96	Torniquet
47	Care Free	97	Orthobundle, Gynaec Bundle
48	Cliniplast	98	Urine Container Elements Of Room Charge
49	Crepe Bandage	99	Luxury Tax
50	Curapore	100	Hvac
51	Diaper Of Any Type	101	House Keeping Charges
52	Dvd, Cd Charges (payable If Cd Is Specifically Sought For )	102	Service Charges Where Nursing Charge Also Charged
53	Eyelet Collar	103	Television & Air Conditioner Charges
54	Face Mask	104	Surcharges
55	Flexi Mask	105	Attendant Charges
56	Gause Soft	106	Im Iv Injection Charges
57	Gauze	107	Clean Sheet
58	Hand Holder	108	Extra Diet Of Patient(other Than That Which Forms Part Of Bed Charge)
59	Hansaplast/ Adhesive Bandages	109	Blanket/warmer Blanket
60	Lactogen/ Infant Food		<b>Administrative Or Non-medical Charges</b>
61	Slings ( Except For Upper Arm Fractures In Which Case, Cost Of One Sling Is Payable )	110	Admission Kit
	<b>Items Specifically Excluded In The Policy</b>	111	Birth Certificate
62	Weight Control Programs/ Supplies/ Services	112	Blood Reservation Charges And Ante Natal Booking Charges
63	Cost Of Spectacles/ Contact Lenses/ Hearing Aids Etc.,	113	Certificate Charges
64	Dental Treatment Expenses That Do Not Require Hospitalisation	114	Courier Charges
65	Hormone Replacement Therapy	115	Convenyance Charges
66	Home Visit Charges	116	Diabetic Chart Charges
67	Infertility/ Subfertility/ Assisted Conception Procedure	117	Documentation Charges / Administrative Expenses
68	Obesity (including Morbid Obesity) Treatment	118	Discharge Procedure Charges
69	Psychiatric & Psychosomatic Disorders	119	Daily Chart Charges
70	Corrective Surgery For Refractive Error	120	Entrance Pass / Visitors Pass Charges
71	Treatment Of Sexually Transmitted Diseases	121	Expenses Related To Prescription On Discharge (to Be Claimed Under Post Hospitalisation Where Admissible)
72	Donor Screening Charges	122	File Opening Charges
73	Admission/registration Charges		
74	Hospitalisation For Evaluation/ Diagnostic Purpose)		

123	Incidental Expenses / Misc. Charges (not Explained)	161	Nutrition Planning Charges - Dietician Charges- (except Patient Diet Provided By Hospital)
124	Medical Certificate	162	Alex Sugar Free
125	Maintainance Charges	163	Creams Powders Lotions (toileteries Are Not Payable, Only Prescribed Medical Pharmaceuticals Payable)
126	Medical Records	164	Digene Gel/ Antacid Gel (payable When Prescribed)
127	Preparation Charges	165	Ecg Electrodes (except Upto 5 Electrodes For Every Case Visiting Ot Or Icu. For Longer Stay In Icu, Least One Set Every Second Day Payable.
128	Photocopies Charges	166	Gloves (except For Sterilized Gloves)
129	Patient Identification Band / Name Tag	167	Hiv Kit
130	Washing Charges	168	Listerine/ Antiseptic Mouthwash (except If Prescribed)
131	Medicine Box	173	Novarapid (except If Prescribed)
132	Mortuary Charges Beyond 24 Hrs (shifting Charges Not Payable)	174	Volini Gel/ Analgesic Gel ((except If Prescribed))
133	Medico Legal Case Charges (mlc Charges) <b>External Durable Devices</b>	175	Zytee Gel (except If Prescribed)
134	Walking Aids Charges	176	Vaccination Charges (except For Post Bite Treatment)
135	Bipap Machine	177	Ahd
136	Commode	178	Alcohol Swabes
137	Cpap/ Capd Equipments	179	Scrub Solution/sterillium
138	Infusion Pump - Cost	180	Vaccine Charges For Baby
139	Oxygen Cylinder (for Usage Outside The Hospital)	181	Aesthetic Treatment / Surgery
140	Pulseoxymeter Charges	182	Tpa Charges
141	Spacer	183	Visco Belt Charges
142	Spirometre	184	Any Kit With No Details Mentioned [delivery Kit,
143	Spo2 Probe	185	Examination Gloves
144	Nebulizer Kit	186	Kidney Tray
145	Steam Inhaler	187	Mask
146	Armsling	188	Ounce Glass
147	Thermometer	189	Outstation Consultant's/ Surgeon's Fees (not Payable, Except For Telemedicine Consultations If Covered By Policy)
148	Cervical Collar	190	Oxygen Mask
149	Splint	191	Paper Gloves
150	Diabetic Foot Wear	192	Pelvic Traction Belt (payable In Case Of Pivd Requiring Traction)
151	Knee Braces ( Long/ Short/ Hinged)	193	Referal Doctor's Fees
152	Knee Immobilizer/shoulder Immobilizer	194	Accu Check ( Glucometry/ Strips)
153	Lumbo Sacral Belt (except For Cases Who Have Undergone Surgery Of Lumbar Spine)	195	Pan Can
154	Nimbus Bed Or Water Or Air Bed Charges (except For Treatment Of Patients In Icu For More Than 6 Consecutive Days, Patients With Paraplegia /quadriplegia. Up To A Maximum Of Rs.200/- Per Day)	196	Sofnet
155	Ambulance Collar	197	Trolley Cover
156	Ambulance Equipment	198	Urometer, Urine Jug
157	Microsheild	199	Ambulance (except For Charges Incurred Ambulance From Home To Hospital Or Interhospital Shifts , Rta )
158	Abdominal Binder (except For Post-surgery Patients Of Major Abdominal Surgery Including Tah, Lscs Incision Hernia Repair, Exploratory Laparotomy For Intestinal Obstructions , Liver Transplant Etc) <b>Items Payable If Supported By A Prescription</b>	200	Tegaderm / Vasofix Safety (payable - Maximum Of 3 In 48 Hrs And Then 1 In 24 Hrs)
159	Betadine \ Hydrogen Peroxide\spirit\dettol(payable When Prescribed For Patient, Not Payable For Hospital Use In Ot Or Ward Or For Dressings In Hospital )	201	Urine Bag (payable Where Medicaly Necessary Till A Reasonable Cost - Maximum 1 Per 24 Hrs)
160	Private Nurses Charges- Special Nursing Charges	202	Softovac
		203	Stockings (except For Case Like Cabg Etc.)

