

## Bajaj Allianz General Insurance Company Limited

Issuing Office :

### STAR PACKAGE POLICY

Our agreement to insure You is based on Your Proposal to Us, which is the basis of this agreement, and Your payment of the premium. This Policy records the entire agreement between Us and sets out what We insure, how We insure it, and what We expect of You and what You can expect of Us.

#### SECTION 1 HOSPITAL CASH

In the event of Accidental Bodily Injury or Sickness first occurring or manifesting itself during the Policy Period and causing the Insured's or the Named Insured's Hospitalization within the Policy Period, the Company will pay:

1. the Daily Allowance for each continuous and completed period of 24 hours of Hospitalization necessitated solely by reason of the said Accidental Bodily Injury or Sickness, or
2. two times the Daily Allowance for each continuous and completed period of 24 hours required to be spent by the Insured or Named Insured in the Intensive Care Unit of a Hospital during any period of Hospitalization necessitated solely by reason of the said Accidental Bodily Injury or Sickness for a maximum period of 7 days for each hospitalization.

The maximum daily allowance under this section payable to the Insured or his family members individually or collectively is as shown under section 1 of the schedule of this policy.

The maximum period for which the daily allowance would be paid individually or collectively would not exceed Thirty days during any one-policy period. This period would be inclusive of the period of stay in Intensive care unit of a Hospital during the policy period.

#### EXCLUSION SPECIFIC TO SECTION 1.

We will not pay for claims arising out of or howsoever connected to the following:

1. Pre-existing disease: Any medical condition or complication arising from it which existed before the commencement of the Policy Period, or for which care, treatment or advice was sought, recommended by or received from a Physician or for which a claim has or could have been made under any earlier policy.
2. Any treatment not performed by a Physician or any treatment of a purely experimental nature.
3. Any and all variants of the condition commonly referred to as Cancer, except in case of invasive malignant melanoma.
4. Any routine or prescribed medical check up or examination. Medical Expenses relating to any hospitalization 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 Illness or accidental Bodily Injury for which hospitalization is required.
5. Any Sickness that has been classified as an Epidemic by the Central or State Government.
6. Sickness requiring Hospitalization within the first 30days from the commencement date of the Policy Period unless the Policy is renewed without interruption and with the Company.
7. Without prejudice to Exclusion 1 above, the treatment of cataracts, benign prostatic hypertrophy, hysterectomy, menorrhagia, fibromyoma, D&C, endometriosis, hernia of all types, hydrocele, fistulae, haemorrhoids, fissure in ano, stones in the urinary and biliary systems, surgery on tonsils or sinuses, skin and all internal tumours/cysts/nodules/polyps of any kind including breast lumps, gastric or duodenal ulcer, back ache, prolapsed intervertebral disc during the first year of a series of Daily Hospital Allowance Policies renewed with the Company without interruption.
8. Circumcision, cosmetic or aesthetic treatments of any description change of life surgery or treatment, plastic surgery (unless necessary for the treatment of Illness or accidental Bodily Injury as a direct result of the insured event and performed with in 6 months of the same).
9. Dental treatment or surgery of any kind unless necessitated by Accidental Bodily Injury.
10. Convalescence, general debility, nervous or other breakdown, rest cure, congenital diseases or defect or anomaly, sterility, sterilization or infertility (diagnosis and treatment), any sanatoriums, spa or rest cures or long term care or hospitalization undertaken as a preventive or recuperative measure.
11. Self afflicted injuries or conditions (attempted suicide), and/or the use or misuse of any drugs or alcohol.
12. Any sexually transmitted diseases or any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus type or any Syndrome or condition of a similar kind commonly referred to as AIDS.

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13. Any diagnosis or treatment arising from or traceable to pregnancy (whether uterine or extra uterine), childbirth including caesarean section, medical termination of pregnancy and/or any treatment related to pre and post natal care of the mother or the new born.
14. Any diagnosis or treatment arising from or traceable to pregnancy (whether uterine or extra uterine), childbirth including caesarean section, medical termination of pregnancy and/or any treatment related to pre and post natal care of the mother or the new born.
15. Hospitalization for the sole purpose of physiotherapy or any ailment for which hospitalization is not warranted due to advancement in medical technology
16. War, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power of civil commotion or loot or pillage in connection herewith.
17. Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
18. Any natural peril (including but not limited to avalanche, earthquake, volcanic eruptions or any kind of natural hazard).
19. Participation in any hazardous activity.
20. Radioactive contamination.
21. Non-allopathic treatment.
22. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.

## SECTION 2 HEALTH GUARD

### A Cover

#### 1) Medical Expenses

If You / Your family members named in the schedule are hospitalized on the advice of a Doctor because of Illness or accidental Bodily Injury sustained or contracted during the Policy Period, then We will pay You, Reasonable and Customary Medical Expenses incurred.

#### 2) Ambulance Expenses

If a claim under Cover 1) is accepted, we will also pay the reasonable cost to a maximum of Rs 1000 per valid hospitalization claim for transferring You / Your family members named in the schedule to or between Hospitals in the Hospital's ambulance or in an ambulance provided by any ambulance service provider.

#### 3) Medical Check-up

At the end of every continuous period of 4 years during which You have held Our Health Guard Family Floater policy without making a claim You / Your family members named in the schedule may apply to Us for a free medical check up (Physician Consultation, ECG, Complete Blood Count, Urine Routine, Fasting blood Sugar, Post Prandial Blood Sugar, Lipid Profile, Sr Creatinine, SGOT, SGPT, GGTP and Chest X-ray) at a Bajaj Allianz Diagnostic Centre, the location of which We will specify at the time of Your application. For the avoidance of doubt, We shall not be liable for any other ancillary or peripheral costs or expenses (including but not limited to those for transportation, accommodation or sustenance). This benefit also floats over the family member(s) covered under the policy.

### B Definitions

The meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine include references to the plural or to the feminine wherever the context permits:

- 1) Bodily Injury means physical bodily harm or injury, but does not include any mental disease or illness or sickness.
- 2) Accident, Accidental - A sudden, unforeseen and involuntary event caused by external and visible means.
- 3) You, Your, Yourself means the person or persons that We insure as set out in the Schedule.
- 4) We, Our, Ours means the Bajaj Allianz General Insurance Company Limited.
- 5) Doctor means a person who holds a recognized qualification in allopathic medicine, is registered by the medical council of any State of India in which he operates and is practicing within the scope of such license.
- 6) Hospital means Any institution in India established for indoor care & treatment of disease & injury, which
  - a) Is registered either as a hospital or nursing home with the local authorities & is under the supervision of a registered medical practitioner
  - OR
  - b) Complies with minimum criteria of
    - i. At least 15\* in-patient beds
    - ii. Fully equipped OT of its own where surgical operations are carried out

- iii. Fully qualified nursing staff under employment round the clock
- iv. Qualified doctors in charge round the clock but shall not include any establishment which is a place of rest, a place for the aged, a place for drug-addicts or a place for alcoholics, a hotel or similar place

(\*NOTE: In class 'C' towns, minimum number of beds shall be 10)

- 7) Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- 8) Bajaj Allianz Network Hospitals / Network Hospitals means the Hospitals which have been empanelled by Us as per the latest version of the schedule of Hospitals maintained by Us, which is available to You on request.
- 9) Bajaj Allianz Diagnostic Centre means the diagnostic centers which have been empanelled by Us as per the latest version of the schedule of diagnostic centers maintained by Us, which is available to You on request.
- 10) Illness means sickness (a condition or an ailment affecting the general soundness and health of the Insured's body) or disease (an affliction of the bodily organs having a defined and recognized pattern of symptoms) that first manifests itself during the Policy Period and for which immediate treatment by a Doctor is necessary, but does not include any mental disease, sickness or illness.
- 11) Pre-Existing ailment or disease -Any condition, ailment or injury or related condition(s) for which You had signs or symptoms, and / or were diagnosed and / or received medical advice/ treatment, within 48 months prior to inception of Your first policy.
- 12) An external congenital anomaly refers to a condition(s) which is present since birth, in the visible and accessible parts of the body, and which is abnormal with reference to form, structure or position.
- 13) Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover in Section A.
- 14) Medical Expenses means the reasonable charges that You necessarily incur on the advice of a Doctor:
  - a) As an in-patient in a Hospital for accommodation; Boarding Expenses including patients diet as provided by the hospital / nursing home ; nursing care; the attention of medically qualified staff; undergoing medically necessary procedures; medical consumables;
  - b) In respect of medical treatment and essential investigations for a period of upto 90 days after discharge from a Hospital for medical treatment related to the Illness or Accidental Bodily Injury; (post-hospitalisation expenses);
  - c) In respect of the medical treatment of an Illness during the consecutive 60-day period immediately preceding Your admission to Hospital for that Illness, provided that the aforesaid 60 day period commences and ends within the Policy Period (pre-hospitalisation expenses).

However in case of renewed policies the pre-hospitalisation period may fall in the previous policy period .
- 15) Policy means the proposal, the Schedule (and any endorsements attaching to or forming part thereof) and the policy document.
- 16) Policy Period means the period between the commencement date and the expiry date specified in the Schedule and includes both the commencement date as well as the expiry date.
- 17) Schedule means the schedule and any annexure to it.
- 18) Reasonable charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
- 19) Voluntary Deductible means the deductible You have opted for, and is the amount stated in the schedule, which shall be borne by the insured in respect of each and every hospitalization claim incurred in the policy period . The company's liability to make any payment for each and every claim under the policy is in excess of the deductible. Each and every hospitalization would be considered as a separate claim.  
(If You suffer a relapse within 45 days of the date when You last obtained medical treatment or consulted a Doctor and for which a claim has been made, then such relapse shall be deemed to be part of the same claim . )

### C What we will not pay

- 1) Benefits will not be available for Any Pre-existing condition, ailment or injury, until 48 months of continuous coverage have elapsed, after the date of inception of the first Health Guard policy with us. The above exclusion C1 shall cease to apply if You have maintained a Health Guard Policy with Us for a continuous period of a full 4 years with out break from the date of Your first Health Guard Policy with Us. In case of enhancement of Sum Insured this Exclusion shall apply afresh only to the extent of the amount by which the limit of indemnity has been increased (i.e. enhanced sum insured) if the policy is a renewal of Health Guard Policy without break in cover.

We will also not pay for claims arising out of or howsoever connected to the following:

- 2) Without derogation from C1) above, any Medical Expenses incurred during the first two consecutive annual periods during

which You have the benefit of a Health Guard Policy with Us in connection with any types of gastric or duodenal ulcers, cataracts, benign prostatic hypertrophy, hernia of all types, hydrocele, all types of sinuses, fistulae, haemorrhoids, fissure in ano, dysfunctional uterine bleeding, fibromyoma, endometriosis, hysterectomy, stones in the urinary and biliary systems, surgery on ears/tonsils/adenoids/paranasal sinuses, Surgery for any skin ailment, Surgery on all internal or external tumours/ cysts/nodules/polyps of any kind including breast lumps with exception of Malignant tumor or growth. This exclusion period shall apply for a continuous period of a full 4 years from the date of Your first Health Guard Policy with Us if the above referred illness were present at the time of commencement of the policy and if You had declared such illness at the time of proposing the policy for the first time.

In case of enhancement of Sum Insured the waiting periods shall apply afresh only to the extent of the amount by which the limit of indemnity has been increased (i.e. enhanced sum insured) if the policy is a renewal of Health Policy without break in cover.

- 3) Any Medical Expenses incurred during the first four consecutive annual periods during which You have the benefit of a Health Guard Policy with Us in connection with joint replacement surgery, surgery for prolapsed inter vertebral disc (unless necessitated due to accident), Surgery to correct deviated nasal septum and hypertrophied turbinate, congenital internal diseases or anomalies and laser treatment for correction of eye sight due to refractive error.  
In case of enhancement of Sum Insured the waiting periods shall apply afresh only to the extent of the amount by which the limit of indemnity has been increased (i.e. enhanced sum insured) if the policy is a renewal of Health Policy without break in cover.
- 4) Any Medical Expenses incurred for any illness diagnosed or diagnosable within 30 days of the commencement of the Policy Period except those incurred as a result of Accidental Bodily Injury. In case of enhancement of Sum Insured the waiting periods shall apply afresh only to the extent of the amount by which the limit of indemnity has been increased (i.e. enhanced sum insured) if the policy is a renewal of Health Policy without break in cover.
- 5) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 6) Circumcision unless required for the treatment of Illness or Accidental bodily injury, cosmetic or aesthetic treatments of any description, treatment or surgery for change of life/gender.
- 7) Any form of plastic surgery unless necessary for the treatment of cancer, burns or accidental Bodily Injury
- 8) The cost of spectacles, contact lenses, hearing aids, crutches, artificial limbs, dentures, artificial teeth and all other external appliances and/or devices whether for diagnosis or treatment except for intrinsic fixtures used for orthopedic treatments such as plates and K-wires.
- 9) External medical equipment of any kind used at home as post hospitalisation care including cost of instrument used in the treatment of Sleep Apnoea Syndrome (C.P.A.P), Continuous Peritoneal Ambulatory Dialysis (C.P.A.D) and Oxygen concentrator for Bronchial Asthmatic condition.
- 10) Dental treatment or surgery of any kind unless as a result of Accidental Bodily Injury to natural teeth and also requiring hospitalization.
- 11) Convalescence, general debility, rest cure, congenital external diseases or defects or anomalies, genetic disorders, stem cell implantation or surgery, or growth hormone therapy.
- 12) Intentional self-injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol)
- 13) Ailments requiring treatment due to use or abuse of any substance, drug or alcohol and treatment for de-addiction.
- 14) Any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus or Variant/mutant viruses and or any syndrome or condition of a similar kind commonly referred to as AIDS.
- 15) Medical Expenses relating to any hospitalisation primarily and specifically for diagnostic, X-ray or laboratory examinations and investigations.
- 16) Medical expenses where Inpatient care is not warranted and does not require supervision of qualified nursing staff and qualified medical practitioner round the clock.
- 17) Any claim directly or indirectly caused by or contributed to by nuclear weapons and/or materials.
- 18) Treatment arising from or traceable to pregnancy and childbirth including caesarian section, and/or any treatment related to pre and postnatal care. (ectopic pregnancy is covered under the policy)
- 19) Vaccination or inoculation unless forming a part of post bite treatment.
- 20) Any fertility, sub fertility, impotence, assisted conception operation or sterilization procedure.
- 21) Vitamins, tonics, nutritional supplements unless forming part of the treatment for injury or disease as certified by the attending Doctor
- 22) Experimental, unproven or non-standard treatment.
- 23) Treatment for any other system other than modern medicine (also known as Allopathy)
- 24) Expenses related to donor screening, treatment, including surgery to remove organs from a donor in the case of transplant surgery. (not applicable for Daycare procedure no.111)

- 25) Venereal disease or any sexually transmitted disease or sickness.
- 26) Weight management services and treatment related to weight reduction programmes including treatment of obesity.
- 27) Treatment for any mental illness or psychiatric illness, Parkinson's and Alzheimer's disease.

#### **D Conditions applicable to Health Guard Section**

##### **1) Conditions Precedent**

Where this Policy requires You to do or not to do something, then the complete satisfaction of that requirement by You or someone claiming on Your behalf is a precondition to any obligation We have under this Policy. If You or someone claiming on Your behalf fails to completely satisfy that requirement, then We may refuse to consider Your claim.

##### **2) Insured**

Only those persons named, as the Insured in the Schedule shall be covered under this Policy.

##### **3) Communications**

Any communication meant for Us must be in writing and be delivered to Our address shown in the Schedule. Any communication meant for You will be sent by Us to Your address shown in the Schedule.

##### **4) Claims Procedures**

If You meet with any Accidental Bodily Injury or suffer an Illness that may result in a claim, then as a condition precedent to Our liability, You must comply with the following:

- a. Cashless treatment is only available at Network Hospitals. In order to avail of cashless treatment, the following procedure must be followed by You:
  - i) Prior to taking treatment and/or incurring Medical Expenses at a Network Hospital, You must call Us and request pre-authorisation by way of the written form We will provide.
  - ii) After considering Your request and after obtaining any further information or documentation We have sought, We may if satisfied send You or the Network Hospital, an authorisation letter. The authorisation letter, the ID card issued to You along with this Policy and any other information or documentation that We have specified must be produced to the Network Hospital identified in the pre-authorisation letter at the time of Your admission to the same.
  - iii) If the procedure above is followed, You will not be required to directly pay for the Medical Expenses in the Network Hospital that We are liable to indemnify under Cover A1) above and the original bills and evidence of treatment in respect of the same shall be left with the Network Hospital. Pre-authorisation does not guarantee that all costs and expenses will be covered. We reserve the right to review each claim for Medical Expenses and accordingly coverage will be determined according to the terms and conditions of this Policy. You shall, in any event, be required to settle all other expenses directly.
- b. If pre-authorisation per 4 a) above is denied by Us or if treatment is taken in a Hospital other than a Network Hospital or if You do not wish to avail cashless facility, then:
  - i. You or someone claiming on Your behalf must inform Us in writing immediately, and in any event within 30 days\* of the aforesaid Illness or Bodily Injury.
  - ii. You must immediately consult a Doctor and follow the advice and treatment that he recommends.
  - iii. You must take reasonable steps or measure to minimise the quantum of any claim that may be made under this Policy.
  - iv. You must have Yourself examined by Our medical advisors if We ask for this, and as often as We consider this to be necessary at insurer's cost.
  - v. You or someone claiming on Your behalf must promptly and in any event within 30 days of discharge from a Hospital give Us the documentation (written details of the quantum of any claim along with all original supporting documentation, including but not limited to first consultation letter, original vouchers, bills and receipts, birth/ death certificate (as applicable)) and other information We ask for to investigate the claim or Our obligation to make payment for it.
  - vi. In the event of the death of the insured person, someone claiming on his behalf must inform Us in writing immediately and send Us a copy of the post mortem report (if any) within 30 days\*

\*Note: Waiver of conditions (i) and (vi) 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 from him or any other person to give notice or file claim within the prescribed time limit.

##### **5) Cumulative Bonus**

If You renew Your Health Guard Policy with Us without any break in the Policy Period and there has been no claim in the receding year, We will increase the Limit of Indemnity by 5% per annum, but:

- i) The maximum cumulative increase in the Limit of Indemnity will be limited to 10 years and 50% of Sum Insured.
- ii) This clause does not alter the annual character of this insurance or Our right to decline to renew or to cancel the Policy.
- iii) If a claim is made in any year where a cumulative increase has been applied, then the increased Limit of Indemnity shall be reduced by 10%, save that the Limit of Indemnity applicable to Your first Health Guard Policy with Us shall be preserved.

- iv) This clause does not alter the annual character of this insurance or Our right to decline to renew or to cancel the Policy.
- v) There is no transfer of Cumulative Bonus from other Company renewals
- 6) Basis of Claims Payment
  - a) If You suffer a relapse within 45 days of the date when You last obtained medical treatment or consulted a Doctor and for which a claim has been made, then such relapse shall be deemed to be part of the same claim.
  - b) If You are hospitalized in a Hospital other than a Network Hospital, You shall bear 10% of the claim payable under the Policy and Our liability, if any, shall only be in excess of that sum. This clause is not applicable if additional premium is paid towards waiver of co-payment.
  - c) Any insured person aged 56yrs and above, being covered for the first time in the revised Health Guard policy, shall bear 20% of each and every claim payable under the policy and Our liability, if any, shall only be in excess of that sum.
  - d) If you are hospitalized and have opted for a voluntary deductible, our liability would be over and above the deductible amount in each and every claim.
  - e) We shall not indemnify You for any period of hospitalisation of less than 24 hours except for the 130 Day Care procedures the list of which is annexed.
  - f) The day care procedures listed are subject to the exclusions, terms and conditions of the policy and will not be treated as independent coverage under the policy.
  - g) Our obligation to make payment in respect of surgeries for cataracts (after the expiry of the 2 year period referred to in Exclusion C2) above, shall be restricted to 10% of the Limit of Indemnity for each and every claim, subject to a minimum of Rs 12000 (or the actual incurred amount whichever is lower) and maximum of Rs 35000/- for each of You.
  - h) We shall make payment in Indian Rupees only.
- 7. Fraud
 

If You make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost and the premium paid shall become forfeited.
- 8. Other Insurance
 

If at the time when any claim arises under this Policy there is any other insurance which covers (or would but for the existence of this Policy cover), the same claim (in whole or in part), then We shall not be liable to pay or contribute more than its rateable proportion of any claim. In respect of a Cancer Insurance Policy issued in collaboration with the Indian Cancer Society, the benefits under this Policy shall be in excess of the benefits available under that policy.
- 9. Renewal
  - a) We are not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard of the insured. We may invite renewals with maximum of 50 % loading of premium on Health Guard section of this policy for adverse claims experience.
  - b) In case of Our own renewal a grace period of 15 days is permissible and the Policy will be considered as continuous for the purpose of Two year waiting period / Four year waiting periods and Health Check-up benefit. Any medical expenses incurred as a result of disease condition/ Accident contracted during the break period will not be admissible under the policy.
  - c) For renewal proposal received after completion of grace period of 15 days, the Two year waiting period /Four year waiting periods and Health Check-up would apply afresh .

### SECTION 3 CRITICAL ILLNESS

If the Insured or His Family members as shown under Section 3 of the schedule is diagnosed as suffering from a Critical Illness which first occurs or manifests itself during the Policy Period, and if the Insured survives for a minimum of 30 days from the date of diagnosis, the Company shall pay a Critical Illness Benefit. The Limit of Indemnity for any one policy period for the Insured or His family Members individually or collectively is as shown under Section 3 of the Schedule.

### CRITICAL ILLNESS COVERAGE

1. First Heart Attack (Myocardial Infarction)
  - I Diagnosis by a Physician of the death of a portion of heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis will be evidenced by all of the following criteria
    - I History of typical chest pain,
    - I New and recent electrocardiographic changes indicating myocardial infarction,
    - I Elevation of infarction specific enzymes.

Non –ST segment elevation myocardial infarction (NSTEMI) with elevation of Troponin I or T is excluded.  
Specific Exclusion: Angina or chest pain.

2. **Coronary Artery Disease Requiring Surgery**  
The undergoing of open chest surgery for the treatment of a blockage of two or more coronary arteries with bypass grafts (CABG).  
Specific Exclusion: non-surgical techniques including but not limited to balloon angioplasty, laser relief of an obstruction or other forms of coronary artery clearing through catheters or similar devices.
3. **Stroke**  
The diagnosis and certification by a Consultant neurologist of any cerebrovascular incident producing neurological sequel lasting more than twenty-four hours and including infarction of brain tissue, haemorrhage and embolisation from an extra cranial source if there is evidence satisfactory to the Company of permanent neurological deficit for more than six months.  
Special Exclusion: Cerebral symptoms due to transient ischaemic attacks, any reversible ischaemic neurological deficit, migraine, cerebral injury resulting from trauma or hypoxia and vascular disease affecting the eye or optic nerve as well as ischaemic disorders of the vestibular system.
4. **Cancer**  
The diagnosis by a Consultant oncologist of the presence of one or more malignant tumours including leukaemia (other than chronic lymphocytic leukaemia), lymphomas and Hodgkins disease characterised by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue.  
Specific Exclusions:
  - i Tumours showing the malignant changes of carcinoma in situ (including cervical dysplasia CIN-1, CIN-2, and CIN- 3) or, which are histologically described as pre malignant and Ductal carcinoma in situ of the breast.
  - ii Melanomas of less than 1.5-mm maximum thickness as determined by histological examination or less than Clark Level 3 Depth of invasion.
  - iii All hyperkeratoses or basal cells carcinomas of the skin.
  - iv All squamous cell carcinomas of the skin unless there has been a spread to other organs.
  - v Kaposi's sarcoma and other tumours associated with HIV infections or AIDS.
  - vi Papillary carcinoma of the bladder and Prostatic cancers which are histologically described as TNM Classification T1 (including T1(a) T2(b) or are of another equivalent or lesser classification. Stage I prostate carcinoma is excluded) and
  - vii Hodgkins disease stage 1.
5. **Kidney Failure (End-stage renal disease)**  
End stage renal disease presented as chronic irreversible failure of both the kidneys to function, as a result of which either regular renal dialysis (peritoneal dialysis or haemodialysis) is instituted or renal transplantation is carried out.
6. **Major Organ Transplantation**  
The undergoing as a recipient of a transplant of a heart, lung, liver, kidney, pancreas (excluding the transplantation of the islets of Langerhans only) or bone marrow.
7. **Multiple Sclerosis**  
Diagnosis by a Consultant neurologist of neurological abnormalities.  
The insured must exhibit neurological abnormalities that have existed for a continuous period of at least 6 months or must have had at least two clinically documented episodes. This must be evidenced by the typical symptoms of demyelination and impairment of motor and sensory functions as well as by typical MRI findings
8. **Surgery of Aorta**  
The actual undergoing of surgery for a disease of the aorta (meaning the thoracic and abdominal aorta but not its branches, and excluding traumatic injury of the aorta and congenital narrowing of the aorta) needing excision and surgical replacement of the diseased aorta with a graft.
9. **Primary Pulmonary Arterial Hypertension**  
The diagnosis by a Physician of primary pulmonary hypertension with substantial right ventricular enlargement established by investigations including cardiac catheterization, resulting in permanent irreversible physical impairment to the degree of at least class 3 of the New York Heart Association Classification of cardiac impairment and resulting in the Insured being unable to perform his usual occupation.
10. **Paralysis**  
The diagnosis and certification by a Consultant neurologist of the Insured's complete and permanent loss of use of both

arms or both legs or one arm and one leg, through paralysis of grade 0-2/6 motor power caused by sickness, illness, disease or accidents, persisting for at least six months from the date of diagnosis.

11. Neuro Surgery: Surgery for the treatment of a disease of the spinal cord / brain, which has resulted in neurological damage / pressure effects on spinal cord / brain. However, the diseases of external / adjacent structures responsible for spinal cord or brain surgery will be excluded unless as a result of an accidental injury.
12. Joint Replacement: - Surgery on major joints of hip/ knee/shoulder for total first time replacement of damaged/diseased joint by prosthesis/artificial device.

### EXCLUSION SPECIFIC TO SECTION 3

No payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Any Critical Illness for which care, treatment, or advice was recommended by or received from a Physician, or which first manifested itself or was contracted before the start of the Policy Period, or for which a claim has or could have been made under any earlier policy.
2. Any Critical Illness diagnosed within the first 90 days of the date of commencement of the Policy is excluded. This exclusion shall not apply to an Insured for whom coverage has been renewed by the Named Insured, without a break, for subsequent years.
3. Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (III LB 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.
4. Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies.
5. Occupational diseases.
6. War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
7. Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
8. Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
9. Radioactive contamination.
10. Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.
11. Intentional self-injury and/or the use or misuse of intoxicating drugs and/or alcohol.

### GENERAL CONDITIONS

#### Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy in so far as they relate to anything to be done or complied with by the Insured and/or the Family Members as shown under section 3 of the schedule shall be a condition precedent to the Company's liability under this Policy. Duties and Obligations of the Insured and/or Family Members as shown under section 3 of the schedule, Upon the Diagnosis of an Event of Critical Illness

It is a condition precedent to the Company's liability to make any payment under this Policy that, upon the diagnosis of an event of Critical Illness:

1. the Insured and/or the Family Members as shown under Section 3 of the schedule shall immediately and in any event within 4 weeks provide the Company with written notification of a claim, and
2. the Insured and/or the Family Members as shown under Section 3 of the schedule shall expeditiously provide the Company with or arrange for the Company to be provided with any and all information and documentation in respect of the Critical Illness, the claim and/or the Company's liability hereunder that may be requested, and the Insured/ Family Members as shown under Section 3 of the schedule shall submit himself for examination by the Company's medical advisors as often as may be considered necessary by the Company.

The Company shall be under no obligation to make any payment under this Policy until such time as the Insured person or his Family Member's as shown in the under Section 3 of the schedule has taken all necessary steps to satisfy the Company that here has been an event of Critical Illness within the terms of this Policy and this diagnosis has been confirmed by the Company's medical advisors.

## DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural or to the female wherever the context so permits:

1. Consultant means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license, expert in the field of medicine for which he carries the status of a consultant, and who is not related to the Insured or the Named Insured by blood or marriage.
2. Critical Illness means an illness, sickness or a disease or a corrective measure as specified in Section C of this Policy.
3. Critical Illness Benefit means the amount specified in the Schedule, which is the maximum amount for which the Company may be liable to make payment for any Critical Illness.
4. Insured means the persons, or his Family members, named in the Schedule provided that an Insured or his Family Members has attained the age of 6 years and is not older than 55 years of age at the commencement of the Policy Period.
5. Named Insured means the person or organization named in the Schedule.
6. Physician means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, acting within the scope of his license, and who is not related to the Insured or the Named Insured by blood or marriage.
7. Policy means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
8. Policy Period means the date between the commencement date specified in the Schedule and, in respect of any Insured, the earlier of (a) the expiry date specified in the Schedule and (b) the occurrence of an event of Critical Illness.
9. Schedule means the Schedule, and any annexure to it, attached to and forming part of this Policy.

## Section 4 PERSONAL ACCIDENT

1. Insured Event
  - 1.1 In the event of any Accidental Bodily Injury sustained by the Insured during the Policy Period, the Company will make payment under such Coverage Parts as are specified in the Schedule as being operative.
  - 1.2 The Company's liability to make payment shall be limited to the Sum Assured for each Coverage Part.
2. Coverage Parts
  - 2.1 Coverage Part A: Death
    - 2.1.1 The Company will pay the Sum Assured in the event of Accidental Bodily Injury causing the Insured's death within 12 months of the Accidental Bodily Injury being sustained, whereafter this Policy shall expire.
    - 2.1.2 The Company will also, in addition to the Sum Assured, pay up to 2% of the Sum Assured or Rs.5,000/- (whichever is lower) towards the cost of transporting the Insured's remains from the place of death to the hospital/ residence and/or cremation and/or burial ground.
  - 2.2 Coverage Part B: Permanent Total Disability
    - 2.2.1 In the event of Accidental Bodily Injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, the Company will pay 125% of the Sum Assured, whereafter this Policy shall expire.
    - 2.2.2 If the Insured was suffering from any permanent disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same, as advised by the Company's medical advisors.
  - 2.3 Coverage Part C: Permanent Partial Disability
    - 2.3.1 In the event of Accidental Bodily Injury causing the Insured's Permanent Partial Disability as mentioned in the PPD Table below within 12 months of the Accidental Bodily Injury being sustained, the Company will pay the percentage of the Sum Assured specified for each and every form of impairment mentioned in the PPD Table:

PPD Table

An arm at the shoulder joint	70 %
An arm above the elbow joint	65 %
An arm beneath the elbow joint	60 %
A hand at the wrist	55 %
A thumb	20 %
An index finger	10 %
Any other finger	5 %
A leg above mid-thigh	70 %
A leg up to mid-thigh	60 %
A leg up to beneath the knee	50 %
A leg up to mid-calf	45 %
A foot at the ankle	40 %
A large toe	5 %
Any other toe	2 %
An eye	50 %
Hearing of one ear	30 %
Hearing of both ears	75 %
Sense of smell	10 %
Sense of taste	5 %

2.3.2 If the Accidental Bodily Injury causes the Insured's Permanent Partial Disability within 12 months of the Accidental Bodily Injury being sustained other than as specified in the PPD Table above, the Company's liability to make payment shall be as follows:

2.3.3 In the case of the Insured suffering partial loss or functional impairment of one of the body parts or sensory organs mentioned in the PPD Table, the Company will pay a corresponding proportion of the percentages specified in the PPD Table, as advised by the Company's medical advisors.

2.3.4 In the case of the Insured's Permanent Partial Disability of a nature not detailed in the PPD Table, the Company will pay a proportion of the Sum Assured by reference to the degree to which the Insured's normal functional physical capacity has been impaired, as advised by the Company's medical advisors.

2.3.5 If the Insured was suffering from any Permanent Partial Disability prior to the date upon which Accidental Bodily Injury was sustained, then the Company's liability to make payment hereunder shall be reduced by the extent of the same as advised by the Company's medical advisors.

2.3.6 If the Accidental Bodily Injury sustained by the Insured causes a subsequent Claim by the Insured under Coverage Parts A or B, then this Coverage Part shall not be operative and the amounts payable under either Coverage Parts A or B shall be reduced by the amount of any payment made under this Coverage Part.

2.3.7 Coverage Part D: Temporary Disability

2.3.8 If the Accidental Bodily Injury sustained by the Insured causes his complete inability to engage in his employment as specified in the Schedule, the Company will pay 1% of the Sum Assured per week for a period not exceeding 100 weeks from the date upon which the Bodily Injury was sustained.

2.3.9 The Company shall not be under any liability to make any payment hereunder until such time as the Insured has established to the Company's satisfaction that he is completely unable to engage in his employment as specified in the Schedule.

2.4 Coverage Part E: Medical Extension

2.4.1. The Company will reimburse the actual medical expenses incurred or 40% of the admissible claim; whichever is lower, towards the cost of treatment of accidental bodily injury sustained by the insured.

## SECTION 5 Education Grant

(As A Result Of Accidental Death/Permanent Total Disability)

The company will pay the amount shown under section 5 of the schedule in the event of the insured person (Self) suffering.

1. Accidental Bodily Injury causing the Insured's death within 12 months of the Accidental Bodily Injury being sustained, whereafter this Policy shall expire.
2. In the event of Accidental Bodily Injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained.

The Amount would be payable to the assignee under the policy for the continuing education of the deceased's child/ children.

## DEFINITIONS FOR SECTION 4 & 5

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural or to the female wherever the context so permits:

1. "Policy" means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.
2. "Claim" means a Claim under a Coverage Part in respect of an insured event that has taken place or is likely to take place.
3. "Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.
4. "Accident" or "Accidental" means a sudden, unintended and fortuitous external and visible event.
5. "Bodily Injury" means physical bodily harm or injury, but does not include any mental sickness, disease or illness.
6. "Physician" means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license.
7. "Permanent Total Disability" means a Physician certified total, continuous and permanent:
  - i. loss of sight of both eyes;
  - ii. physical separation of or loss of ability to use both hands or both feet,
  - iii. physical separation of or loss of ability to use one hand and one foot;
  - iv. loss of sight on one eye and physical separation of or loss of ability to use either one hand or one foot.
8. "Permanent Partial Disability" means a Physician certified total and continuous loss of or impairment of a body part or sensory organ specified in the PPD Table.
9. "Insured" means the persons, or a person within a category, named in the Schedule.
10. "Named Insured" means the person named in the Schedule.
11. "Policy Period" means the date between the commencement date specified in the Schedule and, in respect of any Insured person or any person within a category of Insured persons, the earlier of (a) the expiry date specified in the Schedule and (b) the admission of a Claim under either Coverage Parts A or B.
12. "Sum Assured" means the amount stated in the Schedule, which (unless expressly stated otherwise) is the maximum amount per Insured person or person within a category of Insured persons for which the Company will make payment for any and all claims in the aggregate in relation to the Coverage Part to which the Sum Assured relates during the Policy Period.
13. "Family" means self, spouse and dependent children up to the age of 25 years.

## EXCLUSION SPECIFIC TO SECTION 4 & 5

No indemnity is available hereunder and no payment will be made by the Company for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. Suicide, attempted suicide or self inflicted injury or illness;
2. Whilst under the influence of intoxicating liquor or drugs;
3. Any deliberate or intentional, unlawful or criminal act, error, or omission of the Insured.
4. From war (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detainment, confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
5. Any consequential losses of any kind, and/or any actual or alleged legal liability of the Insured.
6. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world.
7. Any loss suffered by the Insured on account of his participation as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
8. Any loss caused either directly or indirectly by nuclear energy, radiation.
9. Curative treatments or interventions that the Insured performs or has had performed on his body.
10. Venereal or sexually transmitted disease.
11. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof however caused.
12. Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.
13. The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
14. If the Company asserts that by reason of these Exclusions any Claim is not covered by this Policy, the burden of proving that such Claim is covered shall be upon the Insured.

## SECTION 6 BURGLARY (HOUSEHOLD CONTENTS ONLY) & FIRE (HOUSEHOLD CONTENTS) – FIRST LOSS COVER

On the happening of any insured event as provided for hereunder arising during the Policy Period and notified as prescribed, the Company will make payment as provided for under each Cover but only up to the Sum Assured as specified in the Schedule against each Cover.

### 1. Burglary and Housebreaking

The Company will indemnify the Insured in respect of loss of or damage to the Contents or any part thereof whilst contained in the Insured Premises (address given in the schedule) caused by actual or attempted Burglary or Housebreaking.

Specific Exclusions Applicable (Burglary and Housebreaking)

The Company shall not be liable for and no indemnity is available hereunder in respect of:  
any consequential losses,

- i) or any loss or damage caused by actual or attempted Burglary and/or theft: where the Insured or any member of the Insured's Family is or is alleged to be concerned or implicated;
- ii) to livestock, motor vehicles and pedal cycles; to Valuables and/or Jewellery and/or Precious Item exceeding Rs.5000/- per item. In case of Jewellery and /or precious items exceeding Rs.5000/- and not specifically stated in the schedule, the loss for such items would be limited to Rs.5000/- per item, unless specifically stated in the Schedule.

### Basis of Loss Settlement

Where the Insured Premises and/or Contents can reasonably be repaired or reinstated at a cost less than the replacement cost then the Company will indemnify the Insured in respect of the expenses necessarily incurred to restore the aforementioned to its state immediately prior to the happening of the actual or attempted Burglary.

In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs. The Company shall not be bound to reinstate or restore exactly or completely, but only as permitted by the circumstances and in a reasonably sufficient manner and to the state that existed immediately prior to the happening of the Burglary.

### DEFINITIONS

1. "Burglary" means the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents there from.
2. "Valuables" means:
  - 2.1. gold or silver or any precious metals or articles made from any precious metals;
  - 2.2. watches or Jewellery or Precious Stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
  - 2.3. deeds, ATM cards, credit cards, charge cards, bonds, bills of exchange, bank, treasury or promissory notes, cheques, money, securities, or any other negotiable instrument;
2. Fire Cover for Contents (excluding Valuables)  
The Company will indemnify the Insured in respect of loss of or damage to Contents in the Insured Premises specified in the Schedule against:
  - 2.1. Fire, excluding destruction or damage caused to the contents insured by:
    - 2.1.1. Its own fermentation, natural heating or spontaneous combustion.
    - 2.1.2. Its undergoing any heating or drying process.
    - 2.1.3. Burning of property insured by order of any Public Authority.
  - 2.2. Lightning.
  - 2.3. Explosion/implosion, excluding loss, destruction of or damage:
    - 2.3.1. to boilers (other than domestic boilers), economizers or other vessels, machinery or
    - 2.3.2. apparatus (in which steam is generated) or their contents resulting from their own
    - 2.3.3. explosion / implosion,
    - 2.3.4. caused by centrifugal forces.
  - 2.4. Aircraft Damage: Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped there from excluding those caused by pressure waves.
  - 2.5. Riot, Strike, Malicious Damage: Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by:
    - 2.5.1. total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
    - 2.5.2. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or

- destruction by order of the Government or any lawfully constituted Authority.
- 2.5.3. Permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
  - 2.5.4. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
  - 2.6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation: Loss destruction or damage directly caused by storm, cyclone, typhoon, tempest, hurricane, flood or inundation excluding those resulting from volcanic eruption or other convulsions of nature.
  - 2.7. Impact Damage: Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by:
    - 2.7.1. the Insured or any occupier of the premises or
    - 2.7.2. their employees while acting in the course of their employment.
  - 2.8. Subsidence and Landslide including Rock slide: Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:
    - 2.8.1 the normal cracking, settlement or bedding down of new structures
    - 2.8.2 the settlement or movement of made up ground
    - 2.8.3 coastal or river erosion
    - 2.8.4 defective design or workmanship or use of defective materials
    - 2.8.5 demolition, construction, structural alterations or repair of any property or groundworks or excavations.
  - 2.9 Bursting and/or overflowing of Water Tanks, Apparatus and Pipes.
  - 2.10 Missile Testing operations.
  - 2.11 Leakage from Automatic Sprinkler Installations, excluding loss, destruction or damage caused by
    - 2.11.1 Repairs or alterations to the buildings or premises
    - 2.11.2 Repairs, Removal or Extension of the Sprinkler Installation
    - 2.11.3 Defects in construction known to the Insured.
  - 2.13 Bush Fire, excluding loss, destruction or damage caused by Forest Fire.
  - 2.14 Earthquake – Fire and Shock
    - 2.14.1 such absence does not exceed 120 days in the aggregate in any one Policy Period, and
    - 2.14.2 the liability of the Company in respect of removed Contents shall not exceed 10 % of the Sum Assured hereunder.
  - 2.15 The Company shall not be liable for and no indemnity is available hereunder in respect of loss of or damage to:
    - 2.15.1 Contents of a consumable nature;
    - 2.15.2 motor vehicles, pedal cycles, or livestock.
    - 2.15.3 Valuables and/or Jewellery and/or Precious Items, unless specifically stated to the contrary in the Schedule
  - 2.16 The Company shall not be liable for 5% of the claim amount for each and every claim arising out of Act of God perils (Lightning, Storm, Flood, Tempest, Inundation and the like, Subsidence, Landslide and Rockslide, Earthquake).

#### Basis of Loss Settlement

1. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured up to the Sum Assured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Assured.

#### SECTION VII –TRAVELING BAGGAGE (ANYWHERE IN WORLD) –VALUABLES EXCLUDED

The Company will indemnify the Insured and/or the Insured's Family in respect of the accidental loss of, destruction of or damage caused to personal baggage accompanying the Insured and/or the Insured's Family or for which the Insured is responsible whilst travelling anywhere in India.

#### SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER

The Company shall not be liable for and no indemnity is available hereunder in respect of:

1. loss or damage due to cracking scratching or breakage of lens or glass whether part of china, marble, gramophone records or

otherwise and other articles of a brittle or fragile nature, unless such loss or damage arises from an accident to a vessel, train, or other mechanised vehicle or aircraft by which such baggage is conveyed by the Insured and/or the Insured's Family;

2. loss or damage caused by or any process of cleaning, dyeing repairing or restoring to which the baggage is subjected;
3. loss or damage caused by moth, mildew or vermin;
4. loss or damage to any electrical machines, apparatus, fixtures or fittings (including wireless sets, radio, television sets and tape recorders) arising from over running, excessive pressure, short circuiting arcing self heating or leakage or electricity from whatever cause (lightning included);
5. loss or damage caused by mechanical derangement or over winding of watches and clocks;
6. theft from cars except from fully enclosed saloon cars having all the doors, windows and other openings securely locked and properly fastened, and any other security aid properly applied;
7. loss or damage whilst being conveyed by any carrier under contract of affreightment;
8. loss of or damage to Jewellery or Valuables;
9. loss of or damage to article which did not form part of the Contents of the baggage when the journey commenced unless specifically declared and accepted by the Company;
10. loss or destruction of or damage to baggage of a consumable nature;
11. loss of or damage to carried loose articles such as sticks, straps, umbrellas, sunshades, deck chairs, property in use on the journey or articles of clothing whilst being worn on the person or carried about;
12. loss destruction or damage caused by or arising from the leakage spilling or exploding of liquid, oils or material of a like nature or articles of a dangerous or damaging nature;
13. any tour or travel undertaken within the municipal limits of the village, town or city wherein the Insured permanently resides.

#### Basis of Loss Settlement

1. Where an insured item can reasonably be repaired or reinstated at a cost less than the replacement cost then, the Company will indemnify the Insured up to the Sum Assured in respect of the expenses necessarily incurred to restore such item to its state immediately prior to the happening of the insured event.
2. In the case of a total loss, the Company shall indemnify the Insured in respect of the restoration or replacement costs up to the Sum Assured.

#### SECTION VIII – PUBLIC LIABILITY

The Company will indemnify the Insured against:

1. his legal liability to pay Damages for civil claims of Bodily Injury or Property Damage arising out of the Insured's use, ownership or occupation of the Insured Premises for solely domestic purposes and caused by the negligent act, error or omission of the Insured, the Insured's Family or the Insured's Household Staff, save that no indemnity is available hereunder for any liability that may be incurred under the Public Liability Insurance Act 1991 or any other statute or law based on no fault or strict liability, or for any civil claim brought by the Insured or his Family; and
2. as the keeper and owner of domestic pets.

#### SPECIFIC EXCLUSIONS APPLICABLE TO THIS COVER

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. any voluntarily assumed liability unless such liability would have attached to the Insured in the absence of such agreement;
2. any liability arising out of a deliberate, wilful or intentional act, error, omission, or non-compliance with any statutory provision;
3. liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any motor vehicle or trailer for which compulsory insurance is required, save that cover shall be provided for claims arising out of Bodily Injury or Property Damage caused by the loading or unloading of any motor vehicle or trailer beyond the limits of any carriageway or thoroughfare;
4. liability arising out of the ownership, possession or use by or on behalf of the Insured or his Family or Household Staff of any watercraft, hovercraft, air- or spacecraft;
5. any interest and/or penalty imposed on the Insured on account of his failure to comply with the requirements laid down under the Workmen's Compensation Act 1923 or any amendment thereto;
6. the transmission of any communicable disease or virus;
7. occupation or business, trade or employment.

## EXCLUSIONS APPLICABLE TO ALL SECTIONS

No indemnity is available hereunder and no payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

1. war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection military or usurped power of civil commotion or loot or pillage in connection herewith.
2. Loss or damage caused by depreciation or wear and tear.
3. Consequential loss of any kind or description.
4. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to nuclear weapons material by or arising from or in consequence of or contributed to by ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (including any self-sustaining process of nuclear fission).

## GENERAL CONDITIONS APPLICABLE TO ALL COVERS

### 1. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions of this Policy insofar as they relate to anything to be done or complied with by the Insured and/or the Insured's Family shall be a condition precedent to any liability of the Company under this Policy.

### 2. Reasonable Care

The Insured shall:

- 2.1 take all reasonable steps to safeguard the Contents and the Insured Premises against any insured event;
- 2.2 take all reasonable steps to prevent a claim from arising under this Policy;
- 2.3 ensure that any security system or aid is maintained in accordance with any maintenance schedule or recommendations of the manufacturer or if none then as may be required, and kept in good and effective working condition;
- 2.4 when the Insured Premises are left unattended ensure that all means of entry to or exit from the Insured Premises have been properly and safely secured and any security system or aid has been properly deployed.

### 3 Duties and Obligations after Occurrence of an Insured Event

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a claim under this Policy:

- 3.1 the Insured shall immediately and in any event within 14 days give written notice of the same to the address shown in the Schedule for this purpose, and in case of notification of an event likely to give rise to a claim to specify the grounds for such belief, and
- 3.2 in respect of Cover 1, and any other claim under any other Cover as advised by the Company, immediately lodge a complaint with the police detailing the items lost and/or damaged and in respect of which the Insured intends to claim, and provide a copy of that written complaint, the First Information Report and/or Final Report to the Company, and
- 3.3 the Insured shall within 15 days deliver to the Company its completed claim form detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and
- 3.4 the Insured shall expeditiously provide the Company and its representatives and appointees with all the information, assistance, records and documentation that they might reasonably require, and
- 3.5 the Insured shall not admit liability or settle or make or promise any payment in respect of any claim which may be the subject of indemnity hereunder, or incur any costs or expenses in connection therewith, without the written consent of the Company which shall be entitled to take over and conduct in the name of the Insured the defence and/or settlement of any such claim, for which purpose the Insured shall give all the information and assistance that the Company may reasonably require.

### 4. Contribution

If, at the time of any Claim, there is, or but for the existence of this Policy, would be any other policy of indemnity or insurance in favour of or effected by or on behalf of the Insured applicable to such claim, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

### 5. Subrogation

The Insured and any claimant under this Policy shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any civil or

criminal rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

6. Fraud

If the Insured or any claimant under this Policy shall make or advance any claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

7. Cancellation

This policy may be cancelled by or on behalf of the company by giving the insured at least 14 days notice and in such event the company shall refund to the insured a pro-rata premium for the un-expired policy period. For the avoidance of doubt, the company shall remain liable for any claim that was made prior to the date upon which this insurance is cancelled.

This policy may be cancelled by the insured at any time by giving at least 14 days written notice to the company. The company will refund premium on a pro-rata basis by reference to the time cover is provided, subject to a minimum retention of premium of 25%. No refund of premium shall be due on cancellation if the insured has made a claim under this policy.

8. Dispute Resolution

8.1 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 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 and 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.

8.2 The applicable law in and of the arbitration shall be Indian law.

8.3 The expenses of the arbitrator shall be shared between the parties equally and such expenses along with all reasonable costs in the conduct of the arbitration shall be awarded by the arbitrator to the successful party, or where no party can be said to have been wholly successful, to such party, as substantially succeeded.

8.4 It is agreed condition precedent to any right of action or suit upon this Policy that an award by such arbitrator or arbitrators shall be first obtained.

8.5 In the event that these arbitration provisions shall be held to be invalid then all such disputes shall be referred to the exclusive jurisdiction of the Indian Courts.

9. Notices

9.1 Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.

9.2 Any and all notices and declarations for the attention of the Insured shall be posted to the Insured's address stated in the Schedule.

10. Governing Law

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

11. Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.

12. Territorial Limits

This Policy covers insured events arising during the Policy Period within India (save in respect of Cover 8). The Company's liability to make any payment shall be to make payment within India and in Indian Rupees only.

13. Declaration

a) It is specifically and clearly understood by You that if you make any declaration which is false in the proposal form for insur-

ance, and is material to assumption of risk ,we will have absolutely no liability on any claim arising out of or from this Policy.

- b) It is further understood and accepted by You that You have gone through the Policy and / or prospectus and have understood the implications of all its contents prior to affixing Your signature on the proposal form.
- c) You further declare that Your signing the proposal form is binding on All others who have been included by You in the Policy and indemnify Us in case of any loss arises as a consequence of their non adherence or challenging any of the terms of this Policy.

#### "DAY CARE PROCEDURES" (Applicable for Section-2 Health Guard)

1. Suturing - CLW -under LA or GA
2. Surgical debridement of wound
3. Therapeutic Ascitic Tapping
4. Therapeutic Pleural Tapping
5. Therapeutic Joint Aspiration
6. Aspiration of an internal abscess under ultrasound guidance
7. Aspiration of hematoma
8. Incision and Drainage
9. Endoscopic Foreign Body Removal - Trachea /- pharynx-larynx/ bronchus
10. Endoscopic Foreign Body Removal -Oesophagus/stomach /rectum.
11. True cut Biopsy - breast/- liver/- kidney-Lymph Node/-Pleura/-lung/-Muscle biopsy/-Nerve biopsy/-Synovial biopsy/-Bone trephine biopsy/-Pericardial biopsy
12. Endoscopic ligation/banding
13. Sclerotherapy
14. Dilatation of digestive tract strictures
15. Endoscopic ultrasonography and biopsy
16. Nissen fundoplication for Hiatus Hernia /Gastro esophageal reflux disease
17. Endoscopic placement/removal of stents
18. Endoscopic Gastrostomy
19. Replacement of Gastrostomy tube
20. Endoscopic polypectomy
21. Endoscopic decompression of colon
22. Therapeutic ERCP
23. Bronchoscopic treatment of bleeding lesion
24. Bronchoscopic treatment of fistula /stenting
25. Bronchoalveolar lavage & biopsy
26. Tonsillectomy without Adenoidectomy
27. Tonsillectomy with Adenoidectomy
28. Excision and destruction of lingual tonsil
29. Foreign body removal from nose
30. Myringotomy
31. Myringotomy with Grommet insertion
32. Myringoplasty/Tympanoplasty
33. Antral wash under LA
34. Quinsy drainage
35. Direct Laryngoscopy with or w/o biopsy
36. Reduction of nasal fracture
37. Mastoidectomy
38. Removal of tympanic drain
39. Reconstruction of middle ear
40. Incision of mastoid process & middle ear
41. Excision of nose granuloma
42. Blood transfusion for recipient

43. Therapeutic Phlebotomy
44. Haemodialysis/Peritoneal Dialysis
45. Chemotherapy
46. Radiotherapy
47. Coronary Angioplasty (PTCA)
48. Pericardiocentesis
49. Insertion of filter in inferior vena cava
50. Insertion of gel foam in artery or vein
51. Carotid angioplasty
52. Renal angioplasty
53. Tumor embolisation
54. TIPS procedure for portal hypertension
55. Endoscopic Drainage of Pseudopancreatic cyst
56. Lithotripsy
57. PCNS (Percutaneous nephrostomy)
58. PCNL (percutaneous nephrolithotomy)
59. Suprapubic cystostomy
60. Tran urethral resection of bladder tumor
61. Hydrocele surgery
62. Epididymectomy
63. Orchiectomy
64. Herniorrhaphy
65. Hernioplasty
66. Incision and excision of tissue in the perianal region
67. Surgical treatment of anal fistula
68. Surgical treatment of hemorrhoids
69. Sphincterotomy/Fissurectomy
70. Laparoscopic appendicectomy
71. Laparoscopic cholecystectomy
72. TURP (Resection prostate)
73. Varicose vein stripping or ligation
74. Excision of dupuytren's contracture
75. Carpal tunnel decompression
76. Excision of granuloma
77. Arthroscopic therapy
78. Surgery for ligament tear
79. Surgery for meniscus tear
80. Surgery for hemoarthrosis/pyoarthrosis
81. Removal of fracture pins/nails
82. Removal of metal wire
83. Incision of bone, septic and aseptic
84. Closed reduction on fracture, luxation or epiphyseolysis with osetosynthesis
85. Suture and other operations on tendons and tendon sheath
86. Reduction of dislocation under GA
87. Cataract surgery
88. Excision of lachrymal cyst
89. Excision of pterigium
90. Glaucoma Surgery
91. Surgery for retinal detachment
92. Chalazion removal (Eye)
93. Incision of lachrymal glands

94. Incision of diseased eye lids
95. Excision of eye lid granuloma
96. Operation on canthus & epicanthus
97. Corrective surgery for entropion & ectropion
98. Corrective surgery for blepharoptosis
99. Foreign body removal from conjunctiva
100. Foreign body removal from cornea
101. Incision of cornea
102. Foreign body removal from lens of the eye
103. Foreign body removal from posterior chamber of eye
104. Foreign body removal from orbit and eye ball
105. Excision of breast lump /Fibro adenoma
106. Operations on the nipple
107. Incision/Drainage of breast abscess
108. Incision of pilonidal sinus
109. Local excision of diseased tissue of skin and subcutaneous tissue
110. Simple restoration of surface continuity of the skin and subcutaneous tissue
111. Free skin transportation, donor site
112. Free skin transportation recipient site
113. Revision of skin plasty
114. Destruction of the diseases tissue of the skin and subcutaneous tissue
115. Incision, excision, destruction of the diseased tissue of the tongue
116. Glossectomy
117. Reconstruction of the tongue
118. Incision and lancing of the salivary gland and a salivary duct
119. Resection of a salivary duct
120. Reconstruction of a salivary gland and a salivary duct
121. External incision and drainage in the region of the mouth, jaw and face
122. Incision of hard and soft palate
123. Excision and destruction of the diseased hard and soft palate
124. Incision, excision and destruction in the mouth
125. Surgery to the floor of mouth
126. Palatoplasty
127. Transoral incision and drainage of pharyngeal abscess
128. Dilatation and curettage
129. Myomectomies
130. Simple Oophorectomies

Note: The standard exclusions and waiting periods of Health Guard Section are applicable to all of the above procedures depending on the medical condition/ disease under treatment. Only 24 hours hospitalization is not mandatory.

Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

Please read your policy and schedule. The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

### RESOLVING ISSUES

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz, If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

#### First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

#### Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

#### Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd  
GE Plaza, Airport Road, Yerawada, Pune 411 006  
E-mail: [customer-care@bajajallianz.co.in](mailto:customer-care@bajajallianz.co.in)

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices is mentioned below:

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2 <sup>nd</sup> Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 (O) 079-27546150, 27546139, Fax:079-27546142
Madhya Pradesh & Chhattisgarh	1 <sup>st</sup> Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011 (O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203
Orissa	62, Forest Park, BHUBANESWAR - 751 009 (O) 0674-2535220, 2533798, Fax:0674-2531607
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 (O) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274
Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018 (O) 044-24333678, 24333668, Fax: 044-24333664
Delhi & Rajasthan	2/2 A, 1 <sup>st</sup> Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI - 110 002 (O) 011-23239611,23237539, 23237532, Fax: 011-23230858
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (O) 0361-2413525, EPBX: 0361-2415430, Fax: 0361-2414051
Andhra Pradesh, Karnataka and UT of Yanam - a part of the UT of Pondicherry	6-2-46, 1 <sup>st</sup> Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (o) 040-23325325, 23312122, 65504123, Fax:040-23376599
Kerala, UT of (a) Lakshadweep, (b) Mahe - a part of UT of Pondicherry	2 <sup>nd</sup> Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336
West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700 001. (O) 033-22134869, 22134867, 22134866, Fax: 033-22134868
Uttar Pradesh and Uttaranchal	Jeevan Bhawan, Phase 2, 6 <sup>th</sup> Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (O) 0522-2201188, 2231330, 2231331, Fax:0522-2231310
Maharashtra, Goa	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 (O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052

Note : Address and contact number of Governing Body of Insurance Council:

Secretary General - Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054

Tel. No. : 022 - 2610 6889, 26106245, Fax No. : 022 - 26106949, 2610 6052, E-mail ID : [inscoun@vsnl.net](mailto:inscoun@vsnl.net)