

Policy Document – Part II

1. Terms & Conditions

The insurance cover provided under this Policy to the Insured Person up to the Sum Insured is and shall be subject to (a) the terms and conditions of this Policy and (b) the receipt of premium, and (c) the information You provided to Us (including by way of the Proposal or Information Summary Sheet) on Your behalf and on behalf of all persons to be insured. Please inform Us immediately of any change in the address, nature of job, state of health, or of any other changes affecting You or any Insured Person.

2. Benefits

The Policy covers reasonable expenses incurred towards medical treatment taken during the Policy Period for an Illness, Accident or condition described below if this is contracted or sustained by an Insured Person during the Policy Period and subject always to the Sum Insured, any subsidiary limit specified in the Product Benefits Table, the terms, conditions, limitations and exclusions mentioned in the Policy and eligibility as per the insurance plan opted for in the Product Benefits Table and as shown in the Schedule of Insurance Certificate :

2.1. In-patient Treatment

We will cover Medical Expenses for:

- (a) Doctors' fees
- (b) Diagnostics Tests
- (c) Medicines, drugs and consumables
- (d) Intravenous fluids, blood transfusion, injection administration charges
- (e) Operation theatre charges
- (f) The cost of prosthetics and other devices or equipment if implanted internally during a Surgical Operation.
- (g) Intensive Care Unit charges

2.2. Hospital Accommodation

We will cover Reasonable and Customary charges for Hospital accommodation.

2.3. Pre-hospitalization Medical Expenses

We will cover Medical Expenses incurred due to Illness up to 30 days immediately before an Insured Person's admission to a Hospital for the same Illness as long as We have accepted an In-patient Hospitalisation claim under 2.1 above. Pre-hospitalization expenses can be claimed as reimbursement only.

2.4. Post-hospitalization Medical Expenses

We will cover Medical Expenses incurred due to Illness up to 60 days immediately after an Insured Person's discharge from Hospital for the same Illness as long as We have accepted an In-patient Hospitalisation claim under 2.1 above. Post-hospitalization expenses can be claimed as reimbursement only.

2.5. Day-Care Procedures

We will cover Medical Expenses for **Day Care Procedures** (including Chemotherapy, Radiotherapy, Hemodialysis, any procedure which needs a period of specialized observation or care after completion of the procedure) where such procedures are undertaken by an Insured Person as an In-patient in a Hospital for a continuous period of less than 24 hours. Any procedure undertaken on an out-patient basis in a Hospital will not be covered.

2.6. Domiciliary Treatment

We will cover Medical Expenses for medical treatment taken at home if this continues for an uninterrupted period of 3 days and the condition for which treatment is taken would otherwise have necessitated hospitalization as long as either (i) the attending Doctor confirms that the Insured Person could not be transferred to a Hospital or (ii) the Insured Person satisfies Us that a Hospital bed was unavailable.

2.7 Organ Donor

We will cover Medical Expenses for an organ donor's treatment for the harvesting of the organ donated provided that:

- a. The donation conforms to The Transplantation of Human Organs Act 1994 and the organ is for the use of the Insured Person;
- b. The Insured Person has been medically advised to undergo an organ transplant;

We will not cover:

- (a) Pre-hospitalisation or post-hospitalization Medical Expenses or screening expenses of the donor or any other medical expenses as a result of the harvesting from the donor;
- (b) Costs directly or indirectly associated with the acquisition of the donor's organ.

2.8 Emergency ambulance

We will cover Reasonable and Customary ambulance expenses incurred to transfer the Insured Person by surface transport following an Emergency to the nearest Hospital with adequate facilities if:

- a. The ambulance service is offered by a healthcare or ambulance service provider;
- b. We have accepted an In-patient Hospitalization claim under the provisions of 2.1 above;

In the case of Out-Of-Network Hospitalization of the Insured Person Our maximum liability for ambulance expenses is limited to Rs.2,000/- per event.

2.9 Consultation and Diagnostic Tests (For Platinum Policyholders only)

We will cover an Insured Person's Reasonable & Customary consultation expenses of Medically Necessary consultation with a Doctor, as an out-patient to assess the Insured Person's health condition for any Illness. We will also pay for any Diagnostic Tests prescribed by the Doctor upto the sub-limits shown in the Product Benefits Table.

If there is an unutilized amount (not used by the Insured Person) under the applicable subsidiary limit for this benefit (as specified in the Product Benefits Table) in a Policy Year, then if the Policy is in force and the Policy has been renewed with Us without any break, We will carry forward 80% of this amount to the immediately succeeding Policy Year, provided that the total amount (including the unutilized amount available under this benefit) shall at no time exceed 2.5 times the amount of the entitlement in respect of this benefit under the plan applicable to the Insured Person per the Product Benefits Table.

3. Co-pay

If any Insured Person is 65 years of age or over on the date of commencement of the current Policy Year, then it is agreed that We will only pay 80% of any amount We assess for payment or reimbursement in respect of any claim made by that Insured Person and the balance will be borne by the Insured Person.

4. Exclusions

We shall not be liable under this Policy for any claim in connection with or in respect of the following:

a. Pre-Existing Conditions

Benefits will not be available for Pre-existing Conditions until 48 months of continuous coverage have elapsed since the inception of the first Policy with Us.

b. 30 Days Initial Waiting Period

We will not cover any treatment taken during the first 30 days since the date of commencement of the Policy, unless the treatment needed is the result of an Accident. This waiting period does not apply for any subsequent and continuous renewals of Your Policy.

c. Specific Waiting Period

The conditions listed below will be subject to a waiting period of 24 months and will be covered from the commencement of the 3rd Policy Year as long as the Insured Person has been insured continuously under the Policy without any break:

1. Stones in biliary and urinary systems
2. Lumps / cysts / nodules / polyps / internal tumours
3. Gastric and Duodenal Ulcers
4. Surgery on tonsils / adenoids
5. Osteoarthritis / Arthritis / Gout / Rheumatism / Spondylosis / Spondylitis / Intervertebral Disc Prolapse

6. Cataract
7. Fissure / Fistula / Haemorrhoids
8. Hernia / Hydrocele
9. Chronic Renal Failure or end stage Renal Failure
10. Sinusitis / Deviated Nasal Septum / Tympanoplasty / Chronic Suppurative Otitis Media
11. Benign Prostatic Hypertrophy
12. Knee/Hip Joint replacement
13. Dilatation and Curettage
14. Varicose veins
15. Dysfunctional Uterine Bleeding / Fibroids / Prolapse Uterus / Endometriosis
16. Diabetes and related complications
17. Hysterectomy for any benign disorder

d. Personal Waiting Periods

Conditions mentioned under Personal Waiting Period in the Schedule of Insurance Certificate will be subject to a waiting period of 24 months and will be covered from the commencement of the third Policy Year as long as the Insured Person has been insured continuously under the Policy without any break.

e. Permanent Exclusions

We will not be liable under any circumstances, for any claim in connection with or with regard to any of the following permanent exclusions and any such other exclusions as may be specified in the Schedule of Insurance Certificate :-

i. Addictive conditions and disorders

Treatment related to addictive conditions and disorders, or from any kind of substance abuse or misuse including alcohol abuse or misuse.

ii. Ageing and puberty

Treatment to relieve symptoms caused by ageing, puberty, or other natural physiological cause, such as menopause and hearing loss caused by maturing or ageing.

iii. Artificial life maintenance

Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health

iv. Circumcision

Circumcision unless necessary for the treatment of a disease or necessitated by an Accident.

v. Conflict and disaster

Treatment for any illness or injury resulting from nuclear or chemical contamination, war, riot, revolution, acts of terrorism or any similar event (other than natural disaster or calamity), if one or more of the following conditions apply:

1. The Insured Person put himself in danger by entering a known area of conflict where active fighting or insurrections are taking place
2. The Insured Person was an active participant in the above mentioned acts or events of a similar nature.
3. The Insured Person displayed a blatant disregard for personal safety

vi. Congenital conditions

Treatment for any Congenital Anomaly.

vii. Convalescence and Rehabilitation

Hospital accommodation when it is used solely or primarily for any of the following purposes:

1. Convalescence, rehabilitation, supervision or any other purpose other than for receiving eligible treatment of a type that normally requires a stay in Hospital.
2. receiving general nursing care or any other services that do not require the Insured Person to be in Hospital and could be provided in another establishment that is not a Hospital
3. receiving services from a therapist or complementary medical practitioner or a practitioner of alternative medicine.

viii. Cosmetic surgery

Treatment undergone purely for cosmetic or psychological reasons to improve appearance. However, this exclusion does not apply where medically required as a part of treatment for cancer, accidents and burns to restore functionality.

ix. Dental/oral treatment

Treatment for any dental or oral condition, which includes surgical operations for the treatment of bone disease when related to gum disease or damage, or treatment for, or treatment arising from, disorders of the temporomandibular joint.

EXCEPTION: We will pay for a Surgical Operation for which the Insured Person is Hospitalised as a result of an Accident and which is undertaken as an In-patient in a Hospital and carried out by a Doctor.

x. Drugs and dressings for Out-patient or take-home use

Any drugs or surgical dressings that are provided or prescribed in the case of Out-patient Treatment, or for an Insured Person to take home on leaving Hospital, for any condition, except as included in post-hospitalization expenses under clause 2.4 above.

xi. Eyesight

Treatment to correct refractive errors of the eye, unless required as the result of an Accident. We will not pay for routine eye examinations, contact lenses, spectacles or laser eye sight correction.

xii. Experimental treatment

Treatment, including medication, which in competent Medical Practitioner's opinion is experimental or has not generally been proved to be effective.

xiii. Health hydros, nature cure, wellness clinics etc.

Treatment or services received in health hydros, nature cure clinics or any establishment that is not a Hospital.

xiv. HIV and AIDS

Any treatment for, or treatment arising from, Human Immunodeficiency Virus (HIV) or Acquired Immuno Deficiency Syndrome (AIDS), including any condition that is related to HIV or AIDS.

xv. Hereditary conditions

Treatment of abnormalities, deformities, illnesses present only because they have been passed down through the generations of the family.

xvi. Items of personal comfort and convenience, including but not limited to:

1. Telephone, television, diet charges, (unless included in room rent) personal attendant or barber or beauty services, baby food, cosmetics, napkins, toiletry items, guest services and similar incidental expenses or services.
2. Private nursing/attendant's charges incurred during Pre-Hospitalization or Post-Hospitalization.
3. Drugs or treatment not supported by prescription .

4. Issue of medical certificate and examinations as to suitability for employment or travel or any other such purpose.
5. Any charges incurred to procure any treatment/illness related documents pertaining to any period of hospitalization/illness.
6. External and or durable medical/non medical equipment of any kind used for diagnosis and or treatment including CPAP, CAPD, Infusion pump etc.
7. Ambulatory devices such as walkers, crutches, belts, collars, caps, splints, slings, braces, stockings of any kind, diabetic foot wear, glucometer/thermometer and similar items and also any medical equipment which is subsequently used at home.
8. Nurses hired in addition to the Hospital's own staff.

xvii. Non-allopathic treatment

Any other streams of medicine apart from allopathy. We will not pay for other streams of treatment including ayurvedic, homeopathic or unani medicine.

xviii. Psychiatric and Psychosomatic Conditions

Treatment of any mental illness or sickness or disease including a psychiatric condition, disorganisation of personality or mind, or emotions or behaviour, Parkinson's or Alzheimer's disease even if caused or aggravated by or related to an Accident or Illness or general debility or exhaustion ("run-down condition");

xix. Obesity

Treatment for obesity.

xx. Out-patient Treatment

Out-patient Treatment is not covered except those out-patient benefits explicitly stated as an eligible benefit for Your chosen plan.

xxi. Reproductive medicine - Birth control & Assisted reproduction

1. Any type of contraception, sterilization, termination of pregnancy or Family planning.
2. Treatment to assist reproduction, including IVF treatment.

xxii. Self-inflicted injuries

Treatment for, or arising from, an injury that is intentionally self-inflicted, including attempted suicide.

xxiii. Sexual problems and gender issues

Treatment of any sexual problem including impotence (irrespective of the cause) and sex changes or gender reassignments or erectile dysfunction.

xxiv. Sexually transmitted diseases

Treatment for any sexually transmitted disease, including Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice and Trichomoniasis.

xxv. Sleep disorders

Treatment for sleep apnea, snoring, or any other sleep-related breathing problem.

xxvi. Speech disorders

Treatment for speech disorders, including stammering unless the disorder occurs directly due to an Accident.

xxvii. Treatment for developmental problems

Treatment for, or related to developmental problems, including but not limited to:

1. learning difficulties, such as dyslexia;
2. behavioral problems, including attention deficit hyperactivity disorder (ADHD);
3. deviated nasal septum (straitening of the nasal tract).

xxviii. Treatment received outside India

Any treatment received outside India

xxix. Unrecognised physician or Hospital:

1. Treatment provided by a medical practitioner who is not recognized by the Medical Council of India.
2. Treatment in any hospital or by any medical practitioner or any other provider of services that We have blacklisted as listed on Our website.
3. Treatment provided by anyone with the same residence as Insured Person or who is a member of the Insured Person's immediate family

xxx. Unlawful Activity

Any condition as a result of Insured Person committing or attempting to commit a breach of law with criminal intent.

xxx.i. Hospitalization undertaken for observation or for investigations only and where no medical treatment is provided.

xxxii. Active participation in adventure or hazardous sports including but not limited to para-jumping, rock climbing, mountaineering, motor racing, horse racing or deep-sea diving.

5. Standard Terms and Conditions**a. Reasonable Care**

The Insured Person shall take all reasonable steps to safeguard against any Accident or illnesses that may give rise to any claim under this Policy.

b. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy 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 to make payment under this Policy .

c. Subrogation

The Insured Person shall do and concur in doing and permit to be done all such acts and things as may be necessary or required by Us, before or after indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which We are or would become entitled or subrogated. Neither You nor any Insured Person shall do any acts or things that prejudice these subrogation rights in any manner. Any recovery made by Us pursuant to this clause shall first be applied to the amounts paid or payable by Us under this Policy and the costs and expenses incurred by Us in effecting the recovery, whereafter We shall pay the balance amount to You. This clause shall not apply to Hospital Cash benefit (as applicable under the Policy).

d. Contribution

If the Insured Person is covered by any other policy which covers any claim in whole or in part made under this Policy (or would cover any claim made under this Policy, if this Policy did not exist) then We shall not be liable to pay or contribute more than Our rateable proportion of the claim. This clause shall not apply to Hospital Cash benefit (as applicable under the Policy).

e. Fraudulent claims

If a claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a claim, or if any fraudulent means or devices are used by the Insured Person or anyone acting on behalf of the Insured Person to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons and all sums paid under this Policy shall be repaid to Us by all Insured Persons who shall be jointly liable for such repayment.

f. Free Look Provision

You have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If You have any objections to any of the terms and conditions, You have the option of canceling the Policy stating the reasons for cancellation and You shall be refunded the premium paid by You after adjusting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium. You can cancel your Policy only if no claims have been made under the Policy. The Insured Persons and Your rights under this Policy shall immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

g. Portability Benefit**i. From another company to Our Policy**

- (i) If the proposed Insured Person was insured continuously and without a break under another Indian retail health insurance policy with any other Indian Insurance company, then General Exclusion 4(a) of the Policy stands deleted and shall be replaced entirely with the following:

4(a) Pre-Existing Conditions

Benefits will not be available for Pre-existing Conditions until the completion of the period stated in the Schedule of Insurance Certificate for the Insured Person. It is understood and agreed that the period stated in the Schedule of Insurance Certificate for Pre-existing Conditions shall not exceed the difference between the waiting period for pre-existing conditions served under the previous policy and the 48 months waiting period that would otherwise have been applicable from the inception of the first Policy with Us.

However, General Exclusion 4(b) shall continue to apply and We will not cover any treatment taken during the first 30 days from the inception of the

first Policy with Us, unless the treatment is needed as a result of an Accident.

(ii) It is understood and agreed that:

- (1) If You wish to exercise the Portability Benefit, We should have received Your application with complete documentation at least 21 days before the expiry of Your present period of insurance;
- (2) If the proposed Sum Insured is more than the insurance cover under the previous policy, then the revised waiting period under General Exclusion 4(a) shall only be applicable to the extent of the insurance cover under the previous policy; and
- (3) We may revise the premium payable based on the extent of applicability of the Portability Benefit.
- (4) This benefit is available only at the time of renewal of existing health insurance policy.
- (5) The Portability Benefit shall be applied subject to the following :
 - (a) You shall give Us all additional documentation and/or information We request;
 - (b) You pay Us the applicable premium in full;
 - (c) We may, subject to Our medical underwriting, restrict the terms upon which We may offer cover, the decision as to which shall be in Our sole and absolute discretion;
 - (d) There is no obligation on Us to insure all Insured Persons or to insure all Insured Persons on the proposed terms, even if You have given Us all documentation;
 - (e) We have received the database and claim history from the previous insurance company for the Insured Persons' previous health insurance policy.

ii. From Our existing health insurance policies to this Policy

- (i) If the proposed Insured Person was insured continuously and without a break under another health insurance policy with Us, then General Exclusion 4(a) of the

Policy stands deleted and shall be replaced entirely with the following and General Exclusion 4(b) shall not be applicable:

4(a) Pre-Existing Conditions

Benefits will not be available for Pre-existing Conditions until the completion of the period stated in the Schedule of Insurance Certificate for the Insured Person. It is understood and agreed that the period stated in the Schedule of Insurance Certificate for Pre-existing Conditions shall not exceed the difference between the waiting period for pre-existing conditions served under the previous policy and the 48 months waiting period that would otherwise have been applicable from the inception of the first Policy with Us.

(ii) It is understood and agreed that:

- (1) If You wish to exercise the Portability Benefit, We should have received Your application before the expiry of Your present period of insurance;
- (2) If the proposed Sum Insured is more than the insurance cover under the previous policy, then the revised waiting period under General Exclusion 4(a) shall only be applicable to the extent of the insurance cover under the previous policy;
- (3) We are not bound to continue all terms and conditions of the present cover under the Policy of the Insured Person under the new policy, but for calculation of all waiting periods (including the waiting period provided under General Exclusions in clauses 4(c), 4(d) and the maternity benefit endorsement) under the new policy, the time spent by Insured Person under this Policy may be taken into account, provided new policy is taken without any break from this Policy; and
- (4) This benefit is available only at the time of renewal of existing health insurance policy.
- (5) The Portability Benefit shall be applied subject to the following :
 - (a) You shall give Us all additional documentation and/or information We request;
 - (b) You pay Us the applicable premium in full;

(c) We may, subject to Our medical underwriting, restrict the terms upon which We may offer cover, the decision as to which shall be in Our sole and absolute discretion;

(d) There is no obligation on Us to insure all Insured Persons or to insure all Insured Persons on the proposed terms, even if You have given Us all documentation.

h. Cancellation/ Termination (other than freelook cancellation)

1. Cancellation by Insured Person:

You may terminate this Policy during the Policy Period by giving Us at least 30 days prior written notice. We shall cancel the Policy and refund the premium for the balance of the Policy Period in accordance with the table below provided that no claim has been made under the Policy by or on behalf of any Insured Person.

Length of time Policy in force	Refund of premium
up to 30 days	75%
up to 90 days	50%
up to 180 days	25%
exceeding 180 days	0%

2. Automatic Cancellation:

a. Individual Policy:

The Policy shall automatically terminate on death of the Insured Person

b. For Policy issued to Family:

The Policy shall automatically terminate in the event of the death of all the Insured Persons.

c. Refund:

A refund in accordance with the table in section 5(h)(1) above shall be payable if there is an automatic cancellation of the Policy provided that no claim has been filed under the Policy by or on behalf of any Insured Person.

3. Cancellation by Us:

Without prejudice to the above, We may terminate this Policy during the Policy Period by sending 30 days prior written notice to Your address shown in the Schedule of Insurance Certificate without refund of premium if in Our opinion:

- i. You or any Insured Person or any person acting on behalf of either has acted in a dishonest or fraudulent manner under or in relation to this Policy;
- ii. You or any Insured Person has not disclosed any true , complete and all correct facts in relation to the Policy; and/or
- iii. Continuance of the Policy poses a moral hazard.

For avoidance of doubt, it is clarified that no claims shall be admitted and/or paid during the notice period by Us in relation to the Policy.

i. Territorial Jurisdiction

All benefits are available in India only, and all claims shall be payable in India in Indian Rupees only.

j. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be governed by Indian law and shall be subject to the jurisdiction of the Indian Courts.

k. Renewal of Policy

The renewal premium is payable on or before the due date in the amount shown in the Schedule of Insurance Certificate or at such altered rate as may be reviewed and notified by Us before completion of the Policy Period. We are under no obligation to notify You of the renewal date of Your Policy. We will allow a Grace Period of 30 days from the due date of the renewal premium for payment to Us.

If the Policy is not renewed within the Grace Period then We may agree to issue a fresh policy subject to Our underwriting criteria and no continuing benefits shall be available from the expired Policy.

Renewal of the Policy will not ordinarily be denied other than on grounds of moral hazard, misrepresentation and fraud.

l. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

- i. The You/Insured Person at the address specified in the Schedule of Insurance Certificate or at the changed address of which We must receive written notice.
- ii. Us at the following address.

Max Bupa Health Insurance Company Limited
D-1, 2nd Floor,

Salcon **Ras Vilas**,

District Centre, **Saket**,

New Delhi-110 017

Fax No.: 1800-3070-3333

In addition, we may send You/Insured Person other information through electronic and telecommunications means with respect to Your Policy from time to time.

m. Claims Procedure

- (a) Cashless Hospitalization Facility for Network Hospitals:
 - i. The health card We provide will enable an Insured Person to access treatment on a cashless basis only at any Network Hospital on the production of the card to the Hospital prior to admission, provided that:
 - (1) The Insured Person has notified Us in writing at least 72 Hours before a planned Hospitalization. In an Emergency the Insured Person should notify Us in writing within 48 hours of Hospitalization; and
 - (2) We have pre-authorized the In-patient Treatment or Day Care Procedure.
 - ii. Cashless treatment will not be available if You take treatment in an Out-Of-Network Hospital.
 - iii. For cashless Hospitalization We will make the payment of the amounts assessed to be due directly to the Network Hospital. The treatment must take place within 15 days of the pre-authorization date and pre-authorization is only valid if all the details of the authorized treatment, including dates, Hospital and locations, match with the details of the actual treatment received.
 - iv. If pre-authorization is not obtained then the cashless facility will not be available and the claims procedure shall be as per (b)(ii) below.
- (b) Out-Of-Network Hospitals & All Other Claims for Reimbursement including Hospital Cash:

- i. We should generally be notified in writing at least 72 hours prior to the planned date of such treatment, consultation or procedure being taken and We must have pre-authorized such treatment, consultation, service or procedure. In an Emergency the Insured Person should notify Us in writing within 15 days of discharge from Hospital

The following information is mandated in the notification:

1. Policy number.
 2. Name of Policyholder.
 3. Name of Insured Person in respect of whom the claim has been notified.
 4. Name of Hospital with address and contact number.
 5. Diagnosis.
 6. Treatment undergone (medical / surgical management with name of surgical procedure undergone, if applicable) and approximate amount being claimed for
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- ii. For any Illness or Accident or medical condition that requires Hospitalization, the Insured Person shall deliver to Us the documents listed below, at his own expense, within 30 days of the Insured Person's discharge from Hospital (when the claim is only in respect of post-hospitalization, within 30 days of the completion of the post-hospitalization):
 - (1) Duly filled claim form.
 - (2) Original bills, receipts and discharge certificate/card from the Hospital/ Doctor.
 - (3) Original bills from chemists supported by proper prescription.
 - (4) Original investigation test reports and payment receipts.
 - (5) Doctor's referral letter advising hospitalization in non-Accident cases.
 - (6) Details of any other insurance policy that may respond to the claim.
 - (7) First Information Report (FIR) for medico-legal cases.
 - iii. For any medical treatment taken from an Out-Of-Network Hospital We will only pay Medical Expenses which are Reasonable and Customary.
- (c) For Network and Out-Of-Network Hospitals

In all cases:

- i. We reserve the right to call for:
 - (1) Any other documentation or information that We believe may be required; and

- (2) A medical examination by Our doctor or for an investigation as often as We believe this to be necessary. Any expenses related to such examinations or investigations shall be borne by Us.
- ii. In the event of the Insured Person's death during Hospitalization, written notice accompanied by a copy of the post mortem report (if any) shall be given to Us within 14 days regardless of whether any other notice has been given to Us. We reserve the right to require an autopsy.
- iii. For the purposes of benefit 2, it is understood and agreed that if a Hospital room as per the rent limit permitted by the insurance plan opted for, as shown in the Product Benefits Table, is unavailable, then We will only be liable to make payment for a Hospital room that is actually occupied or as per entitlement permitted by the plan opted for, whichever is lower. Further where Medical Expenses are linked with room rates, Medical Expenses as applicable to the room that is actually occupied or as per room rates entitlement under the plan opted, whichever is lower, shall be payable.
- (d) It is hereby agreed and understood that in providing pre-authorization or accepting a claim for reimbursement under this Policy or making a payment under this Policy, We make no representation and/or give no guarantee and/or assume no responsibility for the appropriateness, quality or effectiveness of the treatment sought or provided.

n. Alteration to the Policy

This Policy constitutes the complete contract of insurance. Any change in the Policy will only be evidenced by a written endorsement signed and stamped by Us. No one except Us can change or vary this Policy.

o. Change of Policy holder

If You do not renew the Policy by the due dates specified in the Schedule of Insurance Certificate, any other adult Insured Person may apply to renew the Policy within 30 days of the end of the Policy Period provided that We receive an application and the premium from such Insured Person and evidence satisfactory to Us of the agreement of all other Insured Persons and You (except in case of death). If We accept such application and the premium for the renewed Policy is paid on time, then the Policy shall be treated as having been renewed without a break in cover. Coverage shall not be available for the period for which no premium is received.

p. Nominee

You can at the inception or at any time before the expiry of the Policy, make a nomination for the purpose of payment of claims, under the Policy in the event of death.

Any change of nomination shall be communicated to Us in writing and such change shall be effective only when an endorsement on the Policy is made by Us.

In case of any Insured Person other than You under the Policy, for the purpose of payment of claims in the event of death, the default nominee would be You.

q. Obligations in case of a minor

If an Insured Person is less than 18 years of age, the You/adult Insured Person shall be completely responsible for ensuring compliance with all the terms and conditions of this Policy on behalf of that minor Insured Person.

r. Customer Service and Grievances Reddressal:

- i. In case of any query or complaint/grievance, You / Insured Person may approach Our office at the following address:

Customer Services Department
Max Bupa Health Insurance Company Limited
D-1, 2nd Floor,
Salcon **Ras Vilas**,
District Centre, **Saket**,
New Delhi-110 017
Contact No: 1800-3010-3333
Fax No.: 1800-3070-3333
Email ID: customercare@maxbupa.com

- ii. In case You/Insured Person are not satisfied with the decision of the above office, or have not received any response within 10 days, You/Insured Person may contact the following official for resolution:

Head – Customer Services
Max Bupa Health Insurance Company Limited
D-1, 2nd Floor,
Salcon **Ras Vilas**,
District Centre, **Saket**,
New Delhi-110 017
Contact No: 1800-3010-3333
Fax No.: 1800-3070-3333

Email ID: customercare@maxbupa.com

- iii. In case You/Insured Person are not satisfied with Our decision/resolution, You may approach the Insurance Ombudsman at the addresses given in Annexure I.
- iv. The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

- v. As per provision 13(3) of the Redressal of Public Grievances Rules 1998, the complaint to the Ombudsman can be made
1. only if the grievance has been rejected by the Grievance Redressal Machinery of the Insurer;
 2. within a period of one year from the date of rejection by the insurer;
 3. if it is not simultaneously under any litigation.

6. Interpretations & Definitions

In this Policy the following words or phrases shall have the meanings attributed to them wherever they appear in this Policy and for this purpose the singular will be deemed to include the plural, the male gender includes the female where the context permits:

Def. 1. **Accident** or **Accidental** means a sudden, unforeseen and involuntary event caused by external and visible means which occurs when the policy is in force.

Def. 2. **Congenital Anomaly** refers to either:

- i) an external 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, OR
- ii) a condition(s) which is present since birth, but is internal and not visible.

Def. 3. **Co-pay** is a cost-sharing requirement under a health insurance policy that provides that the insured will bear a specified percentage of the admissible costs. Co-pay does not reduce the sum insured.

Def. 4. **Day Care Procedure** refers to medical treatment, and/or surgical procedure which is:

- undertaken under General or Local Anaesthesia 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.

Def. 5. **Diagnostic Tests: Investigations, such as X-Ray or blood tests, to find the cause of your symptoms and medical condition**

Def. 6. **Deductible:** The amount which, in accordance with the terms of the policy, is deducted from the claim amount that would otherwise have been payable and will therefore be borne by the policyholder.

Def. 7. **Domiciliary Treatment:** Domiciliary treatment means medical treatment for a period exceeding 3 days, for an illness/disease/injury which in the normal course would require care and treatment at a Hospital but is actually taken while confined at home under any of the following circumstances:

- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
- the patient takes treatment at home on account of non availability of room in a hospital.

Def. 8. **Doctor** is a medical practitioner who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his licence.

Def. 9. **Emergency** means a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Doctor to prevent death or serious long term impairment of the Insured Person's health.

Def. 10. **Family means** a unit comprising of upto six members who are related to each other in the following manner:

- i) Legally married husband and wife as long as they continue to be married; and
- ii) Upto four of their children who are more than 90 days old and less than 21 years on the date of commencement of the initial cover under the Policy

Def. 11. **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 conditions. Coverage is not available for the period for which no premium is received.

Def. 12. **Hospital** means any institution established for in-patient care and day care treatment of sickness and / or injuries and which has been registered as a hospital with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:

- a) has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- b) has qualified nursing staff under its employment round the clock;
- c) has qualified Doctor (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 will make these accessible to the Insurance company's authorized personnel.

Def. 13. **Hospitalisation** or **Hospitalised** means the admission as an In-patient into a Hospital for necessary medical treatment for a continuous minimum period of 24 hours as a consequence of an Illness or Accident occurring during the Policy Period.

Def. 14. **Information Summary Sheet** means the record and confirmation of information provided to Us or Our representatives over the telephone for the purposes of applying for this Policy.

- Def. 15. **Intensive Care Unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated Doctor(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- Def. 16. **Illness** means sickness (which is a condition or an ailment that impacts on the general soundness and health of the body of the Insured Person) or a disease (which is an affliction of the Insured Person's bodily organs that has a distinct and recognised pattern of symptoms) or a pathological condition which results in detriment to normal physiological function and which shows itself during the Policy Period and necessitates medical Treatment. Illness does not mean and this Policy does not cover any mental illness or sickness or disease (including but not limited to a psychiatric condition, disorganisation of personality or mind, or emotions or behaviour) even if caused by or aggravated by or related to an Accident or Illness.
- Def. 17. **In-patient:** Treatment for which the Insured Person has to stay in a hospital for more than 24 hours for a covered event.
- Def. 18. **Insured Person** means person named as insured in the Schedule of Insurance Certificate. Any Family member may be added as an Insured Person during the Policy Period if We have accepted his application for insurance and issued an endorsement confirming the addition of such person as an Insured Person.
- Def. 19. **Medical Expenses** means expenses necessarily and actually incurred for medical treatment during the Policy Period on the advice of a Doctor due to Illness or Accident, by an Insured Person, which are Reasonable and Customary.
- Def. 20. **Medically Necessary:** Medically necessary treatment is defined as any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which:
- a) is required for the medical management of the illness or injury suffered by the insured;
 - b) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - c) must have been prescribed by a Doctor;
 - d) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- Def. 21. **Network** means all such Hospitals, day care centres or other providers that the We have mutually agreed with, to provide services like cashless access to Policyholders. The list is available with Us and subject to amendment from time to time.
- Def. 22. **Out-Of-Network** means any Hospital, day care centre or other provider that is not part of the Network.

- Def. 23. **Out-patient Treatment** means treatment given at a hospital, doctors' consulting room, office or Out-patient clinic where Insured Person are not admitted for Day-Care Procedures or In-patient treatment.
- Def. 24. **Policy** means these terms and conditions, any annexure thereto and the Schedule of Insurance Certificate (as amended from time to time), Your statements in the proposal form and the Information Summary Sheet and the policy wording (including endorsements, if any).
- Def. 25. **Policy Period** means the period between the date of commencement and the expiry date specified shown in the Schedule of Insurance Certificate.
- Def. 26. **Policy Year** means the period of one year commencing on the date of commencement specified in the Schedule of Insurance Certificate or any anniversary thereof.
- Def. 27. **Pre-existing Condition** means any condition, ailment or injury or related condition(s) for which the Insured Person had signs or symptoms, and / or were diagnosed, and / or received medical advice/ treatment, within 48 months prior to the first Policy issued by Us.
- Def. 28. **Product Benefits Table** means the Product Benefits Table issued by Us and accompanying this Policy and annexures thereto.
- Def. 29. **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.
- Def. 30. **Rehabilitation:** Treatment aimed at restoring health or mobility, or to allow a person to live an independent life, such as after a stroke.
- Def. 31. **Reasonable and Customary** 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 among comparable providers, taking into account the nature of the illness / injury involved.
- Def. 32. **Schedule of Insurance Certificate** means the schedule provided in the insurance certificate issued by Us, and, if more than one, then the latest in time.
- Def. 33. **Sum Insured** means the sum shown in the Schedule of Insurance Certificate which represents Our maximum total and cumulative liability for any and all claims under the Policy during the Policy Period.
- Def. 34. **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 Doctor.
- Def. 35. **We/Our/Us** means Max Bupa Health Insurance Company Limited

Def. 36. **You/Your/Policyholder** means the person named in the Schedule of Insurance Certificate who has concluded this Policy with Us.

Any reference to any statute shall be deemed to refer to any replacement or amendment to that statute.

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Annexure I

List of Insurance Ombudsmen			
Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction
AHMEDABAD		Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014. Tel.:- 079-27546840, Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL		Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023. Tel.:- 0755-2569201, Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR		Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009. Tel.:- 0674-2596455, Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH		Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, CHANDIGARH-160 017. Tel.:- 0172-2706468, Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri V. Ramasaamy	Shri V. Ramasaamy, Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018. Tel.:- 044-24333668 /5284, Fax : 044-24333664 Email insombud@md4.vsnl.net.in	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Shri Surendra Pal Singh	Shri Surendra Pal Singh Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002. Tel.:- 011-23239633, Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri Sarat Chandra Sarma	Shri Sarat Chandra Sarma, Insurance Ombudsman, Office of the Insurance Ombudsman, “Jeevan Nivesh”, 5 th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM). Tel.:- 0361-2132204/5, Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri K. Chandrahas	Shri K Chandrahas Insurance Ombudsman,	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT

		Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u> Tel : 040-65504123, Fax: 040-23376599 Email insombudhyd@gmail.com	of Pondicherry
ERNAKULAM		Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759, Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Ms. Manika Datta	Ms. Manika Datta Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4 th Floor, <u>KOLKATA-700 001.</u> Tel : 033-22134866, Fax : 033-22134868 Email iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW		Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6 th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2231331, Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Shri S. Viswanathan	Shri S Viswanathan Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928, Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL

Smt. Rita Bhattacharya, Secretary General
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Shri D V Dixit, Dy. Secretary
3rd Floor, Jeevan Seva Annexe,
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MUMBAI – 400 021.
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