



STAR HEALTH AND ALLIED INSURANCE COMPANY LTD.

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MediClassic Accident Care (Individual) Insurance Policy

Policy Clause

Section I (Health Insurance Coverage)

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

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

1.0

- A) Room, Boarding Expenses as provided by the Hospital / Nursing Home at 2% of the sum insured subject to a maximum of Rs. 5000/- per day.
- B) Nursing expenses.
- C) Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees.
- D) Anaesthesia, Blood, Oxygen, Operation Theatre charges, Surgical Appliances, Medicines and Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, cost of Pacemaker and similar expenses.
- E) Emergency ambulance charges up-to a sum of Rs.750/- per hospitalisation and overall limit of Rs.1500/- per policy period for transportation of the insured person by private ambulance service when this is needed for medical reasons to go to hospital for treatment provided such hospitalisation claim is admissible as per the Policy.
- F) Relevant **Pre-Hospitalization** medical expenses incurred for a period not exceeding 30 days prior to the date of Hospitalisation, on the disease/illness, injury sustained following an admissible claim under the policy.
- G) A sum equivalent to 7% of the hospitalisation expenses incurred comprising of Nursing Charges, Surgeon/Consultant fees, Diagnostic charges, Medicines and Drugs only subject to a maximum of Rs.5000/- per occurrence towards **Post Hospitalisation** medical expenses wherever recommended by the attending Medical Practitioner.

Where Package rates are charged by the hospitals the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at Rs.5000/- per day.

Expenses on Hospitalization for minimum period of 24 hours are admissible. However this time limit will not apply for Dialysis, Chemotherapy, Radiotherapy, Cataract surgery, Dental Surgery, Lithotripsy (Kidney stone removal) Tonsillectomy, Cutting and Draining of Abscess, Liver Aspiration, Pleural Effusion Aspiration, Colonoscopy / Sclerotherapy, taken in the Hospital / Nursing Home and the Insured is discharged on the same day.

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

Cataract surgery- Rs. 20,000/- in respect of one eye and Rs. 30,000/- in the entire policy period

Lithotripsy (Kidney stone removal) – Rs. 20,000/-

Tonsillectomy- Rs. 7500/-

Cutting and Draining of Abscess- Rs. 1500/-

Liver Aspiration- Rs. 2000/-

Pleural Effusion Aspiration- Rs. 2000/-

Sclerotherapy – Rs. 5000/-

Colonoscopy - Rs. 2000/-

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

Note: - Company's liability in respect of all claims admitted during the period of insurance shall not exceed the sum insured per person mentioned in the schedule.

2.0 DEFINITIONS

Attendant

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

Any one Illness

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

Claims ratio

Means the ratio of amounts paid and outstandings including claims cost, if any, to the premium paid

Company

Means Star Health and Allied Insurance Company Limited

Co-payment

Means the amount of claim to be borne by the insured.

Diagnosis

Means Diagnosis by a registered medical practitioner, supported by clinical, radiological, and histological, histopathological and laboratory evidence and also surgical evidence wherever applicable, acceptable to the Company.

Hospital/Nursing Home

Means any institution in India established for indoor care and treatment of sickness and injuries and which

Either

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

Or

b) Should comply with minimum criteria as under.

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

(N B: In class 'C' towns conditions of number of bed be reduced to 10)

The term "Hospital / Nursing home" shall not include an establishment which is a place of rest, a place for the aged, a place for drug-addicts, or place of alcoholics, a hotel or a similar place.

Insured Person

Means the name/s of persons shown in the schedule of the Policy.

In-Patient

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

Medical Practitioner

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

Network Hospital

Means all such hospitals or other providers that the Company have mutually agreed with, to provide services like cashless access to policyholders. The list is available with the Company and subject to amendment from time to time.

Non Network Hospital

Means any hospital or other provider that is not part of the network

Pre-Existing Disease

Means any condition, ailment or injury or related condition(s) for which the insured person had signs or symptoms and/or was diagnosed and/or received medical advice / treatment within 48 months prior to insured person's first policy with any Indian Insurer.

Pre Hospitalization

Relevant medical expenses incurred during the period up to 30 days prior to hospitalization on disease/illness, injury sustained will be considered as part of claim .

Qualified Nurse

Means a person who holds a certificate of recognized Nursing Council and who is employed on recommendations of the attending medical practitioner

Reasonable and necessary expenses

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

Surgical Operation

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

Standard type aircraft/Sea Craft means an aircraft/sea-craft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline.

Capital sum insured: means the maximum amount of coverage per benefit/section, as specified in the Schedule to this Policy that the Insured Person is entitled to in respect of each benefit/section.

Hazardous Sport / Hazardous Activities means engaging whether professionally or otherwise in any sport or activity, which is potentially dangerous to the Insured Person (whether trained, or not).. Such Sport/Activity including but not limited to Winter sports, Ice hockey, Skiing, Skydiving, Parachuting, Ballooning, Scuba Diving, Bungee Jumping, Mountain Climbing, Riding or Driving in Races or Rallies, caving or pot holing, hunting or equestrian activities, diving or under-water activity, rafting or canoeing involving rapid waters, yachting or boating outside coastal waters, jockeys, horseback, Polo, Circus personnel, army/navy/air force personnel and policemen whilst on duty, persons working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high-tension supply, nuclear installations, handling hazardous chemicals.

Pre-Existing Condition means any physical condition, disease, illness, medical condition, injury for treatment of which claim is made under this policy, which existed prior to the Accident.

Policy means the insurance contract, the Policy Schedule and any other endorsements riders and any other attached enrollment forms.

Relative means spouse, children, parents, siblings or in-laws

Temporary Total Disablement means the Insured Person is totally disabled from engaging in any occupation or business for a temporary period.

3.0 EXCLUSIONS

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

1. Pre existing disease as defined in the policy, until 48months of continuous coverage have elapsed, since inception of the first policy with any Indian Insurance Company.
2. Any medical expenses incurred for any illness diagnosed or diagnosable within 30 days of the commencement of the period of insurance except those incurred as a result of injury. This exclusion shall not apply in case of the Insured person having been covered under any health insurance policy (Individual or Group Health Insurance Policy) with any of the Indian Insurance Companies for a continuous period of preceding 12 months without any break.
3. During the First two Years of continuous operation of Insurance cover, the expenses on treatment of Cataract, Hysterectomy for Menorrhagia or Fibromyoma, Knee Replacement Surgery (other than caused by an accident), Joint Replacement Surgery (other than caused by an accident), Prolapse of intervertebral disc (other than caused by an accident), Varicose veins and Varicose ulcers. If these are Pre-Existing at the time of proposal they will be covered subject to exclusion No 1 above.
4. During the first year of operation of the Insurance cover the expenses on treatment of Benign Prostate Hypertrophy, Hernia, Hydrocele, Congenital Internal disease/defect, Fistula in anus, Piles, Sinusitis and related disorders, gallstones and renal stone removal. If these are Pre-Existing at the time of proposal they will be covered subject to exclusion No1 above.
5. The amount of claim indicated in the schedule to be borne by the Insured Person.
6. Injury / Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, Warlike operations (whether war be declared or not)
7. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident, vaccination (except as post bite treatment) or inoculation or change of life or cosmetic or aesthetic treatment of any description, plastic surgery other than as may be necessitated due to an accident or as a part of any illness.
8. Cost of spectacles and contact lens, hearing aids, walkers, crutches wheel chairs and such other aids.
9. Dental treatment or surgery of any kind unless necessitated due to accidental injuries and requiring hospitalization.
10. Convalescence, general debility, run-down condition or rest-cure, congenital external disease/defects or anomalies, sterility, venereal diseases, intentional self-injury and use of intoxicating drugs/alcohol
11. All expenses arising out of any condition directly or indirectly caused due to or associated with human T-cell Lymph tropic Virus type III (HTLV-III) or 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.
12. Charges incurred at Hospital or Nursing Home primarily for Diagnostic, X-ray or laboratory Examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at hospital / nursing home.
13. Expenses on vitamins and tonics unless not forming part of treatment for injury or disease as certified by the attending Physician.
14. Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/ materials
15. Treatment arising from or traceable to pregnancy, other than ectopic Pregnancy childbirth, miscarriage, abortion or complications of any of these including caesarean section.
16. Naturopathy Treatment.

17. Hospital registration charges, record charges, telephone charges and such other charges
18. Expenses incurred on Lasik Laser or Refractive Error Correction treatment
19. Expenses incurred on weight control services including surgical procedures for treatment of obesity, medical treatment for weight control/loss programs
20. Expenses incurred for treatment of diseases/illness/accidental injuries by systems of medicines other than Allopathic shall be restricted to 25% of the Sum Insured subject to a maximum of Rs 25000/- in the entire policy period.

4.0 CONDITIONS:

1. Every notice or communication to be given or made under this policy shall be delivered in writing at the address as shown in the schedule.
2. The premium payable under this policy shall be payable in advance. No receipt of premium shall be valid except on the official form of the company signed by a duly authorized official of the company. The due payment of premium and the observance of fulfilment of the terms, provision, conditions and endorsements of this policy by the Insured Person, in so far as they relate to anything to be done or complied with by the Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions, and endorsements of this policy shall be valid unless made in writing and signed by an authorized official of the Company.
3. Upon the happening of any event, which may give rise to a claim under this policy, notice with full particulars shall be sent to the Company within 24 hours from the date of occurrence of the event.
4. Claim must be filed with 15 days from the date of discharge from the Hospital.

Note: this condition is precedent to admission of liability under the policy.

However the company may examine and relax the time limits mentioned in condition 3 & 4 depending upon the merit of the case.

5. The Insured Person shall obtain and furnish the Company with all original bills, receipts and other documents upon which a claim is based and shall also give the Company such additional information and assistance as the Company may require in dealing with the claim
6. Any medical practitioner authorized by the **Company** shall be allowed to examine the Insured Person in case of any alleged injury or diseases requiring hospitalization when and as often as the same may reasonably be required on behalf of the Company.
7. The Company shall not be liable to make any payment under the policy in respect of any claim if such claim is in any manner fraudulent or supported by any fraudulent means or device, misrepresentation whether by the insured Person or by any other person acting on his behalf.
8. If at the time when any claim arises under this policy, there is in existence any other insurance whether it be effected by or on behalf of the insured Person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the company will not be liable to contribute more than a rateable proportion of such costs and expenses.
9. Renewal : The policy will be renewed except on grounds of misrepresentation / fraud committed. Where the claims ratio for the preceding 2 consecutive years(including the expiring policy.) exceeds 100% premium loading as per the table given below would be applicable:

Loading of premium:

S.No.	Average claims ratio of preceding two consecutive years	Loading on premium
1.	100 – 125%	20%
2.	126- 150%	30%
3.	> 150%	50%

However in respect of disease/sickness/illness for which the claims has / have been made the sum insured will be restricted to that policy sum insured where the claims was / were first made.

A grace period of 15 days, from the date of expiry of the policy is available for renewal. If renewal is made within this 15 days period the continuity of benefits will be allowed. However the actual period of cover will start only from the date of payment of premium. In other words no protection is available between the policy expiry date and the date of payment of premium for renewal.

10. Cancellation :

The Company may at any time cancel this policy on grounds of mis-representation fraud, non-disclosure of material fact or non-co-operation by the insured person by sending 30 days notice by registered letter at the insureds' last known address. The insured may at any time cancel this Policy and in such event the Company shall allow refund of Premium at Company's short period rate only (table given here below) provided no claim has occurred up to the date of cancellation.

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

11. **Automatic Termination:** This policy shall terminate immediately on the earlier of the following events:
- ü Upon the death of the Insured Person in which case the Company will refund premium calculated on pro-rata basis for the unexpired period subject to there being no claim under the policy.
Upon exhaustion of the sum insured
12. All claims under this policy shall be payable in Indian currency. All medical / surgical treatments under this policy shall have to be taken in India.
13. **No Claim Discount :** The Insured Person shall be eligible for No Claim Discount for every claim-free year as per scales below: (not applicable for Family Package Plan)

No of years	Discount on the basic premium
First year	Nil
Beginning of Second year	5%
Beginning of Third year	10%
Beginning of Fourth year	15%
Beginning of Fifth Year	20%
Beginning of the Sixth Year and subsequent years	25% (maximum)

Note: The No Claim Discount will be allowed only on the Basic premium and not on the premium in respect of Add-on covers. Where a claim is made the No claim Discount will scale down one step backward under age group 5 months to 35 years and two steps backward under age group 36 years to 45 years, The No Claim Discount for the age band 46 years to 70 years will become NIL when there is a claim. No Claim Discount will be lost if the policy is not renewed on the date of expiry. In exceptional circumstances 15 days extension in period of renewal is permissible to be entitled for No Claim discount although the policy is renewed only subject to medical examination at the insured's cost and exclusion of additional diseases, if any, contracted during such break-in period.

14. **Package Charges**

The Company's liability in respect of package charges will be restricted to 80% of such amount. Where Package rates are charged the Post-Hospitalisation benefit will be calculated after taking the room and boarding charges at Rs5000/- per day. (Package charges refer to charges that are not advertised in the Schedule of the Hospital)

15. **Relief under Section 80-D:**

Insured Person is eligible for relief under Section 80-D of the IT Act in respect of the premium paid by any mode other than cash.

16. **Co payment :** The Insured person can opt to bear the following in respect of each and every claim: In consideration of the co-pay at the specified scale opted by the Insured Person discount on the final premium at the following scale is applicable:

Age	% of Claim	Discount on Premium
Insured persons in age group 5 months to 35 years	5% of the claim amount	4% of final premium
Insured persons in age group 36years to 45 years	10% of the claim amount	8% of final premium
Insured persons in age group 46years to 70 years	20% of the claim amount	10% of final premium
Insured persons in age group 71years to 80 years	20% of the claim amount	12% of final premium

Section II

ACCIDENT CARE INSURANCE Coverage

SCOPE OF COVER

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured person or his nominees or his legal heirs, a sum as compensation for any loss occurring during the Period of Insurance as described under different section hereunder, and as specified in the Schedule to the Policy, but not exceeding the Sum Insured.

Table 1 ACCIDENTAL DEATH

The Company will pay as hereinafter mentioned:

1. If at any time during the Period of Insurance, the Insured Person shall sustain any bodily injury resulting solely and directly from Accident caused by external, violent and visible means, and such accident causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation the Capital Sum Insured.

Subject to the other terms and conditions of the policy

Table 2 ACCIDENTAL DEATH AND PERMANENT DISABLEMENT

If the Insured Person meets with an Accident, which leads to disablement or subsequent death, the Company will provide insurance coverage to the Insured in the following manner:

1. Death of Insured Person: If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation subject to the maximum Sum Insured.
2. Permanent disablement of the Insured Person: If following an Accident which caused permanent impairment of the Insured's mental or physical capabilities, then the Company will pay the benefits as provided in the Table of Benefits A or B below, depending upon the degree of disablement provided that:
 - a) The disablement occurs within 12 Calendar months from the date of the Accident.
 - b) The disablement is confirmed and claimed for, prior to the expiry of a period of 60 days since occurrence of the disablement.

Provided always that the policy will not pay under more than one of the following sub clauses in respect of the same Accident

Death & Permanent Total Disablement

Table A

Benefits	Percentage of Sum Insured
1. Death	100%
2. Permanent Total Disablement	100%
Total and irrevocable loss* of	
(i) Sight of both eyes	100%
(ii) physical separation of two entire hands	100%
(iii) physical separation of two entire foot	100%
(iv) One entire hand and one entire foot	100%
(v) sight of one eye and loss of one hand	100%
(vi) sight of one eye and loss of one entire foot	100%
(vii) Use of two hands	100%
(viii) Use of two foot	100%
(ix) Use of one hand and one foot	100%
(x) Sight of one eye and use of one hand	100%
(xi) Sight of one eye and use of one foot	100%
(xii) Sight of one eye	50%
(xiii) Physical separation of one entire hand	50%
(xiv) Physical separation of one entire foot	50%
(xv) Use of one hand without physical separation	50%
(xvi) Use of one foot without physical separation	50%

Loss of foot/hand means total severance through or above the ankle/wrist joints respectively. Loss of eye means entire and irrevocable loss of sight. Thumb and index finger means actual severance through or above the joints that meets the hand at the palm

Permanent Partial Disablement

Table B

BENEFITS		Percentage of Sum Insured
i) Loss of toes	all	20
Great	both phalanges	5
Great	one phalanx	2
Other than Great, if more than One toe lost,	for each toe	1
ii) Loss of hearing	both ears	75
iii) Loss of hearing	one ear	30
iv) Loss of four fingers and thumbs of One hand		40
v) Loss of four fingers		35
vi) Loss of thumb	both phalanges	25
	One phalanx	10
vii) Loss of index finger	three phalanges	10
	Two phalanges	8
	One phalanx	4
viii) Loss of middle finger	three phalanges	6
	Two phalanges	4
	One phalanx	2
ix) Loss of ring finger	three phalanges	5
	Two phalange	4
	One phalanx	2
x) Loss of little finger	three phalanges	4
	Two phalanges	3
	One phalanx	2
xi) Loss of metacarpals	first or second	3
	(Additional)	2
	Third, fourth or Fifth (additional)	2
xii) Any other permanent partial disablement		percentage as Assessed by the panel Doctor of the Company.

Table 3 Death ,Permanent and Temporary Total Disablement : Weekly Compensation

1. Death of Insured Person: If following an Accident that causes death of the Insured Person within 12 Calendar months from the date of Accident, then the Company will pay an amount as compensation subject to the maximum Sum Insured.
2. Permanent disablement of the Insured Person: If following an Accident which caused permanent impairment of the Insured’s mental or physical capabilities, then the Company will pay the benefits as provided in the Table of Benefits A or B as above, depending upon the degree of disablement provided that:
 - a) The disablement occurs within 12 Calendar months from the date of the Accident.
 - b) The disablement is confirmed and claimed for, prior to the expiry of a period of 60 days since occurrence of the disablement.

3. The Company will pay as hereinafter mentioned:

If at any time during the Period of Insurance, the Insured Person shall sustain any bodily injury resulting solely and directly from an **Accident**, then the Insured Person will be paid a sum calculated at the rate of 1% of the Sum Insured as mentioned in the Schedule of this policy per week but not exceeding Rs.5000/- per week in all under all policies, if such injury shall within 12 Calendar months of occurrence be the sole and direct cause of Temporary Total disablement

This benefit is subject to a maximum period of 100 weeks from the date of such Temporary Total Disablement. The benefit is payable for only one occurrence during the entire policy period. In no case shall the compensation exceed the sum insured under the policy The payment shall be made only after the termination of such disablement. All the benefit under this section is subject to exclusions, as mentioned in ‘General Exclusions’ of this Policy.

Special Conditions:

1. If the Accident affects any physical or mental function, which was already impaired prior to the accident, a deduction as recommended by our panel Doctor will be made in respect of this prior disablement.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of

Benefits will be added together, but liability in any case shall not exceed 100% of the Sum Insured.

3. In case of Permanent Partial Disablement claim the Capital Sum Insured under the policy will be reduced by the amount of admissible claim under the policy in respect of the Insured Person to whom such sum shall become payable.
4. In the event of Permanent Disablement, the Insured Person will be under obligation:
 - a) To have himself/herself examined by doctors appointed by the Company/ and the Company will pay the costs involved thereof.
 - b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required. If the obligations are not met with due to whatsoever reason, the Company may be relieved of its liability to pay.

Exclusions:

- (a) Any payment in case of more than one claim under the policy during the period of insurance by which the maximum liability of the Company in that period would exceed the Sum Insured.
- (b) Any other claim after a claim has been admitted by the Company and becomes payable for Death or 100% Permanent Total Disablement, as mentioned in Table A. This would not apply to, Education Grant, Transportation of remains and Travel expenses of the Relative.
- (c) Any claim arising out of an accident related to pregnancy or childbirth, infirmity, whether directly or indirectly.
- (d) Any claim for death or Disablement of the Insured Person from (a) intentional self-injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drugs (c) self-endangerment unless in self-defense or to save life.
- (e) Any exclusion mentioned in the 'General Exclusions' of this Policy.

EDUCATIONAL GRANT:

The Company will pay as hereinafter mentioned

Following an admissible claim under the policy towards Death/ Permanent Total Disability of the insured person, Educational Grant for a maximum of two dependent children of the Insured, as mentioned below:

- If the Insured Person has one dependent child below the age of 18 years, an amount of Rs.5,000/- is payable.
- If the Insured Person has more than one dependent child below the age of 18 years an amount of Rs.5,000/- per child but in any case not more than Rs.10000/-.

Provided that if there be any other subsisting Personal Accident Insurance/s covering the Insured Person, total benefits in respect of Educational Grant, under all those Policies, shall be limited to

1. A maximum of Rs.5,000/- in case there is one dependent child.
2. A maximum of Rs.10,000/- in case there are two dependent children

TRANSPORTATION EXPENSES OF MORTAL REMAINS:

The Company will pay as hereinafter mentioned

Following an admissible claim under the policy towards death of the insured person due to an Accident, outside the place of his/her residence, the Company shall pay a lump sum of Rs.3, 000/- for transportation of the mortal remains of the Insured Person to the place of his/ her residence irrespective of the number of Personal Accident policies held by the insured.

This includes cost of embalming and coffin charges.

TRAVEL EXPENSES FOR RELATIVE

Following an admissible claim under the policy towards Death of the Insured Person due to an Accident, outside the place of his/her residence, the Company will pay for the transport expenses to one relative of the Insured Person Provided such payment shall not exceed a sum of Rs1000/- in the entire policy period.

CUMULATIVE BONUS – Compensation payable for Death, Permanent Total Disablement arising out of accidental injuries shall be increased by 5% thereof in respect of each completed year during which the policy shall have been in force prior to the occurrence of an accident for which the capital sum insured becomes payable but the amount of such increase shall not exceed 50% of the Capital sum insured stated in the Schedule. The Cumulative Bonus is applicable to Capital sum insured, which is renewed continuously.

The Cumulative Bonus will not be lost if the policy is renewed within 30 days.

GENERAL EXCLUSIONS (APPLICABLE TO ALL PORTIONS OF THIS SECTION):

The Company shall not be liable to make any payments in respect of:

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside the Period of Insurance.
2. Any claim in respect of Pre-existing conditions.
3. Any claim if the insured acts against the advice of a physician.
4. Any claim arising out of Accidents that the Insured Person has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).

5. Any claim arising out of mental disorder, suicide or attempted suicide self inflicted injuries, or sexually transmitted conditions, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immunodeficiency Virus) and / or any HIV related illness including AIDS (Acquired Immunodeficiency Syndrome), insanity and / or any mutant derivative or variations thereof howsoever caused.
 6. Insured Person engaging in Air Travel unless he/she flies as a fare-paying passenger on an aircraft properly licensed to carry passengers. For the purpose of this exclusion Air Travel means being in or on or boarding an aircraft for the purpose of flying therein or alighting there from.
 7. Accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, seizure capture arrest restraints detentions of all kings princes and people of whatever nation, condition or quality whatsoever.
 8. Participation of the insured person in riots, confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
 9. Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self sustaining process of nuclear fission) of nuclear fuel.
 - b) Nuclear weapons material
 - c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - d) Chemical and Biological Terrorism
 10. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons.
 11. Participation in Hazardous Sport / Hazardous Activities
 12. Persons who are physically and mentally challenged, unless specifically agreed and endorsed in the policy.
 13. Any loss of which a contributing cause was the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law
- The conditions below apply throughout this insurance. Failure to comply with them may be prejudicial to a claim:
1. The minimum and maximum age limit for the Insured is 18 Years and 70 years respectively except under Family Package where the minimum age is 3 years
 2. Obligations of the Insured Person:
Claims for insurance benefits must be submitted to the Company not later than one (1) month after the completion of the treatment or after transportation of the mortal remains/ burial in the event of death.
 3. Claim Documentation:
 - a) Insured Person has to produce bills/vouchers/ reports/ discharge summary, Death Certificate, Viscera Sample Report/ Forensic Science Laboratory report, First Information Report, Post Mortem Report, Legal Heir Certificate, Succession Certificate and such other documents as may be required for processing the claim.
 - b) If the Company requests that bills/ vouchers / Reports in a language, other than English be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured Person.
 4. Claims Settlement:
Benefits payable under this policy will be paid within reasonable time upon receipt of due written evidence of such loss and any further documentation information and assistance that the Company may require.
 5. The Company shall be released from any obligation to pay insurance benefits if any of the term and conditions are breached.
 6. Geographical Scope: The insurance cover applies Worldwide.

Incontestability and Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured Person or any one acting on his behalf to obtain any benefit under this Policy.

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 of the Company to make any payment under this Policy.

Material change

The Insured Person shall immediately notify the Company in writing of any change in his business or occupation or physical defect or infirmity with which he has become affected since the payment of last preceding premium.

Automatic Termination of Insurance

This policy shall automatically terminate

- upon the Insured Person's death or payment of 100% of the Capital Sum Insured.
- at the expiration of the period for which the premium has been paid or on the expiration date shown in the policy schedule whichever is earlier.

Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured Person shall:

- (i) Forthwith file/submit a Claim Form in accordance with 'Obligation of the Insured Person' Clause as provided in General Conditions.

If the Insured Person does not comply with the provisions of this Clause or other obligations cast upon the Insured Person under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

Cancellation/termination

The Company may at any time, cancel this Policy, by giving 30 days notice in writing by Registered post/Acknowledgement Due post to the Insured at his last known address, in such a case the Company shall return to the insured, the then last paid premium less a pro-rata thereof portion of the period which shall have expired. The Insured Person may also give 30 days notice in writing, to the Company, for the cancellation of this Policy, in such a case Insured shall be entitled for a return of premium less premium at Company's short period rates* for the period the policy has been in force. No refund will be made for such Insured Person for whom a claim has been paid or admitted.

*Short period scales:

For a period not exceeding	15 days	10% of the Annual Premium
-do-	1 month	15% of the Annual Premium
-do-	2 months	30% of the Annual Premium
-do-	3 months	40% of the Annual Premium
-do-	4 months	50% of the Annual Premium
-do-	5 months	60% of the Annual Premium
-do-	6 months	70% of the Annual Premium
-do-	7 months	75% of the Annual Premium
-do-	8 months	80% of the Annual Premium
Exceeding 8 months		Full Annual Premium

Currency for payments

All claims payable shall be paid in Indian Rupee only.

RENEWAL CLAUSE

Renewal is on mutual consent. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the insurer. However in respect of Permanent Partial Disability claims the Company would exclude such disability on renewal in respect of such relevant person. Where a claim for Permanent Total Disability has been paid the renewal will be restricted to Death only cover.

Common Conditions for this policy**Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law.

Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

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

Notice

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

The Star Health and Allied Insurance Company Limited
No 1 New Tank Street, Vallurvar Kottam High Road
Nungambakkam Chennai 600034
Fax 04428288826 Toll Free 18004252255
email : info@starhealth.in

Customer Service

If at any time the Insured Person requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

Grievances

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

In the event of the following grievances:

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

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of Star Health and Allied Insurance Company Limited is located. The Insurance Ombudsman's offices are located at Ahmadabad, Bhubaneswar, Bhopal, Chandigarh, Chennai, Gujarat, Kochi, Kolkatta, Lucknow, Hyderabad, Mumbai and Delhi.

<p>Office of the Insurance Ombudsman, 2nd floor, Ambica House, Nr. C.U.Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079- 27546150 Fax:079-27546142 E-mail:insombahd@rediffmail.com.</p>	<p>Office of the Insurance Ombudsman, 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in</p>
<p>Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd floor, Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in</p>	<p>Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road , ERNAKULAM – 682 015 Tel: 0484-2358734 Fax:0484-2359336 E-mail: iokochi@asianetglobal.com</p>
<p>Office of the Insurance Ombudsman,62.Forest park Bhubaneshwar -751009 Tel-0674-2596455 Fax-0674-2596429 Email iobbsr@dataone.in</p>	<p>Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road , 3rd floor, KOLKATA – 700 001. Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net.</p>
<p>Office of the Insurance Ombudsman, Fatima Akhtar Court , 4th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018. Insurance Tel. 044-24333678, Fax: 044-24333664 E-mail: insombud@md4.vsnl.net.in</p>	<p>Office of the Insurance Ombudsman, Jeevan Bhawan, Phase 2, 6th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in</p>
<p>Office of the Insurance Ombudsman, S.C.O. No.101, 102 & 103 2nd floor, Batra Building, Sector 17-D , CHANDIGARH – 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in</p>	<p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th floor, Nr. Panbazar Overbridge, S.S. Road, GUWAHATI – 781 001. Tel. : 0361-2132204/5 Fax:0361-2732937 E-mail: omb_ghy@sify.com.</p>
<p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002. Tel. 011-23239633 Fax: 011-23239633 Fax 011 23230858</p>	<p>Office of Insurance ombudsman, III Floor Jeevan seva Annexe ,S.V.Road Santacruz(w) Mumbai-400054.Tel022-26106928/ Fax022-26106052 Email ombudsmanmumbai@gmail.com</p>