



UNITED INDIA INSURANCE COMPANY LIMITED
REGISTERED & HEAD OFFICE: 24, WHITES ROAD, CHENNAI-600014

SUPERTOPUPMEDICAREPOLICY

1. WHEREAS the insured designated in the Schedule hereto has by a proposal and declaration dated as stated in the Schedule (which shall be the basis of this Contract and is deemed to be incorporated herein) has applied to UNITED INDIA INSURANCE COMPANY (hereinafter called the COMPANY) for the insurance hereinafter set forth in respect of person(s) named in the Schedule hereto (hereinafter called the INSURED PERSON) and has paid premium as consideration for such insurance.
- 1.1 NOW THIS POLICY WITNESSES that subject to the terms, conditions, exclusions and definitions contained herein or endorsed, or otherwise expressed hereon the Company undertakes that if during the period stated in the Schedule or during the continuance of this policy by renewal, any insured person contracts any disease or suffers from **any illness** (hereinafter called DISEASE) or sustains any bodily injury through accident (hereinafter called INJURY) and if such disease or injury requires any such insured Person, upon the advice of a duly qualified Physician/Medical Specialist/Medical practitioner (hereinafter called MEDICAL PRACTITIONER) or of a duly qualified Surgeon (hereinafter called SURGEON) to incur hospitalisation expenses for medical/surgical treatment at any Nursing Home/Hospital/Day Care Centre in India as herein defined (hereinafter called HOSPITAL) as an inpatient, the Company will **pay through Third Party Administrator** (hereinafter called TPA) to the Hospital / Nursing Home or the Insured Person the amount of such expenses specified under Covered Expenses, as are reasonably and necessarily incurred in respect thereof by or on behalf of such Insured Person subject to Basis of Payment Clause but not exceeding the Sum Insured in aggregate in any one period of insurance stated in the schedule hereto.

Basis of Payment

- 1 Any claim under this policy shall be payable by the Company only if
 - a. it is in respect of Covered Expenses specified in this Policy and
 - b. the aggregate of Covered Expenses in respect of hospitalisation/s of insured person in case of Individual Policy or all insured persons in case of Family Policy exceeds the Threshold Level and
 - c. all limits of reimbursement under any other Health Insurance Policy/Reimbursement Scheme available to the insured person/s have been exhausted.
- 2 The claim payable under this Policy will be the amount by which the aggregate of such Covered Expenses in respect of hospitalisations with dates of admission falling within the policy period exceeds the higher of the following :
 - i. the Threshold Level opted for the insured person/family as applicable and stated in the schedule
or
 - ii. the amount received/receivable under any/all Health Insurance Policies (whether or not issued by the Company)/ Reimbursement Scheme and including any amount paid earlier under this policy covering the Insured person/family as applicable for such Covered Expenses.
- 3 Each claim, if more than one, during the period of this policy shall be separately subject to the above Basis of Payment.
- 4 In no case shall the Company be liable to pay any sum in excess of the Sum Insured in aggregate of all claims during the period of this Policy.



1.2 COVERED EXPENSES

In the event of any claim(s) becoming admissible under this Policy, the company will pay the following expenses through TPA to the Hospital/Nursing or the insured person

- A. Room, Boarding & Nursing Expenses as provided by the Hospital/Nursing Home. This also includes Nursing care, RMO charges, I V Fluids/Blood Transfusion/Injection administration charges and the like.
- B. Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialists Fees.
- C. Anaesthetics, Blood, Oxygen, Operation Theatre Charges, surgical appliances, Medicines & Drugs, Diagnostic Materials and X-ray, Dialysis, Chemotherapy, Radiotherapy, Artificial Limbs, cost of prosthetic devices implanted during surgical procedure like Pacemaker, relevant laboratory diagnostic tests & similar expenses.
- D. All Hospitalisation Expenses (excluding cost of organ, if any) incurred for donor in respect of Organ transplant.

2. DEFINITIONS:

2.1 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 as a Hospital or Nursing Home with the local authorities and is under the supervision of a registered and qualified Medical Practitioner.

Or

- (b) Complies with minimum criteria as under:-
 - i) It should have at least 15 inpatient beds.
 - ii) Fully equipped operation theatre of its own wherever surgical operations are carried out.
 - iii) Fully qualified Nursing Staff under its employment round the clock.
 - iv) Fully qualified Doctor (s) should be in-charge round the clock.

N.B: In Class 'C' towns condition 2.1 b(i) in respect of number of beds be reduced to 10.

2.1.1 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 for alcoholics, a hotel or a similar place.

2.2 'Surgical Operation' means manual and / or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life.

2.3 Expenses on Hospitalisation for minimum period of 24 hours are admissible. However, this time limit is not applied to specific treatments, i.e, Dialysis, Chemotherapy, Radiotherapy; Eye Surgery, Dental Surgery, Lithotripsy (Kidney Stone removal), D & C, Tonsillectomy taken in the Hospital / Nursing Home and the Insured is discharged on the same day, the treatment will be considered to be taken under hospitalisation Benefit. This condition will also not apply in case of stay in hospital of less than 24 hours provided -

- a) The treatment is such that it necessitates hospitalisation and the procedure involves specialised infrastructural facilities available in hospitals.
- b) Due to technological advances hospitalisation is required for less than 24 hours only.
- c) They are carried out in Day Care Centre networked by TPAs where requirement of minimum number of beds is overlooked but having (i) fully equipped Operation Theatre, (ii) fully qualified Day Care Staff (c) fully qualified Surgeons/Post-Operative attending Doctors.



Note: Procedures/treatments usually done in out patient department are not payable under the policy even if converted as an in-patient in the hospital for more than 24 hours or carried out in Day Care Centres.

2.4 Reasonable and Necessary Expenses shall mean the cost of surgical / medical treatment that is necessary, customary and reasonable for treating the condition for which insured person was hospitalised to the extent relatable to such condition.

3.0 MEDICAL PRACTITIONER means a person who holds a degree / diploma of a recognised institution and is registered with Medical Council of respective State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon.

3.1 QUALIFIED NURSE means a person who holds a certificate of a recognised Nursing Council and who is employed on recommendation of the attending Medical Practitioner.

3.2 TPA means a Third Party Administrator who holds a valid License from Insurance Regulatory and Development Authority to act as a THIRD PARTY ADMINISTRATOR and is empanelled by the Company for the provision of health services as specified in the agreement between the Company and TPA.

4. EXCLUSIONS:-

The company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:

4.1 Any pre-existing condition(s) as defined in the policy, until 48 months of continuous coverage of such insured person have elapsed, since inception of his/her SUPER TOP UP MEDICARE Policy with the Company.
Pre-Existing Condition/Disease definition - Any condition, ailment or injury or related condition(s) for which insured person had signs or symptoms, and/or were diagnosed, and/or received medical advice/treatment, within 48 months prior to his/her SUPER TOP UP MEDICARE policy with the Company.

N.B.: In case of persons having any other Health Insurance Policy from any Company with a Sum Insured above Threshold Level at the time of taking this policy, the exclusion period of 48 months for Pre-existing Disease/Condition will be reckoned from the date of inception of the policy for such portion of Sum Insured, including Cumulative Bonus earned if any, above the Threshold Level. If expiring policy sum insured has increased over the years, the 48 months of continuous coverage has to be completed for the incremental sum insured.

4.2 Injury / disease directly or indirectly caused by or arising from or attributable to invasion, Act of Foreign enemy, War like operations (whether war be declared or not).

4.3 a. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident
b. vaccination or inoculation or change of life or cosmetic or aesthetic treatment of any description
c. plastic surgery other than as may be necessitated due to an accident or as a part of any illness.

4.4 Cost of spectacles, contact lenses and hearing aids.

4.5 Dental treatment or surgery of any kind unless requiring hospitalisation.

4.6 Convalescence, general debility; run-down condition or rest cure, Congenital external disease or defects or anomalies, Sterility, Venereal disease, intentional



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self injury and use of intoxication drugs / alcohol





- 4.7 All expenses arising out of any condition directly or indirectly caused to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB - III) or lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variation Deficiency Syndrome or any syndrome or condition of a similar kind commonly referred to as AIDS.
- 4.8 Charges incurred at Hospital or Nursing Home primarily for diagnosis, x-ray or Laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment of positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital / Nursing Home
- 4.9 Expenses on vitamins and tonics unless forming part of treatment for injury or diseases as certified by the attending physician
- 4.10 Injury or Disease directly or indirectly caused by or contributed to by nuclear weapon / materials
- 4.11 Treatment arising from or traceable to pregnancy (including voluntary Termination of pregnancy) and childbirth (including caesarean section).
- 4.12 Naturopathy Treatment, acupuncture, magnetic and such other therapies.
- 4.13 External and or durable Medical / Non-medical equipment of any kind used for diagnosis and/or treatment and/or monitoring and/or maintenance and/or support including CPAP, CAPD, Infusion pump, Oxygen concentrator etc., Ambulatory devices i.e., walker, crutches, Belts, Collars, Caps, Splints, Slings, Braces, Stockings, etc., of any kind, Diabetic foot wear, Glucometer/Thermometer and similar related items and also any medical equipment, which are subsequently used at home.
- 4.14 Any kind of Service charges, Surcharges, Admission Fees/Registration Charges levied by the hospital.
- 4.15 All non-Medical expenses of any kind whatsoever.

5. CONDITIONS:

The Proposal form, Prospectus, Pre-acceptance Health check-up and the Policy issued shall constitute complete Contract of Insurance.

- 5.1 Every notice or communication regarding hospitalisation or claim under this policy shall be delivered in writing at the address of the TPA office as shown in the Schedule. Other matters with regard to the policy may be communicated to the Policy Issuing Office and the TPA.
- 5.2 The premium payable under this Policy shall be paid in advance. No receipt for Premium shall be valid except on the official form of the company signed by a duly authorised official of the company. The due payment of premium and the observance and fulfilment of the terms, provisions, 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 authorised official of the Company.
- 5.3 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 TPA named in the schedule immediately and in case of emergency Hospitalisation, within 24 hours from the time of Hospitalisation.



In the case of a covered hospitalisation, the costs of which were not initially estimated to exceed the Threshold Level but were subsequently found likely to exceed the Threshold Level, the intimation to the named TPA should be submitted along with a copy of intimation made to the Primary Health Policy TPA/Reimbursement Provider immediately on knowing that the Threshold Level is likely to be exceeded.

- 5.4 The Insured Person shall obtain and furnish to the TPA with all original bills, receipts, prescriptions, reports and other documents upon which a claim is based and shall also give the TPA / Company such additional information and assistance as the TPA / Company may require in dealing with the claim.

When original bills, receipts, prescriptions, reports and other documents are given to the Primary Insurer or to the Reimbursement Provider, verified photocopies attested by such other organisation have to be submitted.

- 5.5 The Insured/Insured Person shall be bound to disclose particulars of all other Policies of Insurance/Reimbursement Schemes under which he/she is covered for Expenses as are covered under this Policy.
- 5.6 All documents relating to the claim must be filed with TPA within 15 days from the date of discharge from the hospital.

Note: Waiver of this Condition may be considered in extreme cases of hardship where it is proved to the satisfaction of the Company that under the circumstances in which the insured was placed it was not possible for him or any other person to give such notice or file claim within the prescribed time-limit.

- 5.7 Any medical practitioner authorised by the TPA / Company shall be allowed to examine the Insured Person in case of any alleged injury or disease leading to Hospitalisation, as may be reasonably required, at the cost of the insurer.
- 5.8 The Company shall not be liable to make any payment under this policy in respect of any claim if such claim is found to be fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his behalf.
- 5.9 Renewal Clause :

The Policy may be renewed by mutual consent and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof and in any case not later than 15 days from the date of expiry of the current policy. If, however, during the grace period of 15 days, any insured person incurs any hospitalisation expenses, he shall not be entitled for any claim. The Company shall not be bound to give notice that such renewal premium is due, provided however that if the insured applies for renewal and remits the requisite premium before the expiry of this policy, renewal shall not normally be refused, unless the Company has reasonable justification to do so.

A policy that is sought to be renewed after the grace period of 15 days will be underwritten as a Fresh Policy.

Cancellation Clause :

The Company may at any time cancel the Policy on grounds of misrepresentation, fraud, non-disclosure of material fact or non-cooperation by the insured by sending seven days notice in writing by Registered A/D to the insured at his last known address in which case the Company shall return to the insured a proportion of the premium corresponding to the unexpired period of insurance if no claim has been paid/admitted under the policy. The insured



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may at any time cancel this policy and in such event the Company shall allow

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refund of premium at Company's short period rate table given below provided no claim has occurred upto the date of cancellation.

<u>PERIOD ON RISK</u>	<u>RATE OF PREMIUM TO BE CHARGED.</u>
Upto one month	1/4 th of the annual rate
Upto three months	1/2 of the annual rate
Upto six months	3/4 th of the annual rate
Exceeding six months	Full annual rate.

5.10 If any dispute or difference shall arise as to the quantum to be paid under the 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 or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

5.11 If the Company, as per terms and conditions of the policy, disclaims liability to the Insured for any claim hereunder and if the Insured does not within 12 calendar months from the date or receipt of the notice of such disclaimer notify the Company in writing that he does not accept such disclaimer and intends to recover his claim from the Company then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

6. PAYMENT OF CLAIM

All claims under this policy shall be payable in Indian currency. All medical/surgical treatments for the purpose of this insurance will have to be taken in India only. Payment of claim shall be made through TPA to the Hospital/Nursing Home or the Insured Person as the case may be.

7 IRDA REGULATIONS : This policy is subject to Regulations of IRDA (Protection of Policyholders' Interest) Regulations, 2002 as amended from time to time.

8 GRIEVANCE REDRESSAL : In the event of the policyholder having any grievance relating to the insurance, he/she may contact any of the Grievance Cells at Regional Offices of the Company or Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office falls.

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