# ADITYA BIRLA HEALTH INSURANCE CO. LIMITED Group Activ Secure Policy Terms and Conditions

#### I. Preamble

This Policy has been issued on the basis of the Disclosure to information norm, including the information provided by You in respect of the Insured Persons in the Proposal Form, any application for insurance cover in respect of any Insured Person and any other information or details submitted in relation to the Proposal Form. This Policy is a contract of insurance between You and Us which is subject to receipt of premium in full in respect of the Insured Persons and the terms, conditions and exclusions of this Policy.

#### **Key Notes:**

The terms listed in Section VI (Definitions) and which have been used elsewhere in the Policy in Initial Capital letters shall have the meaning set out against them in Section VI, wherever they appear in the Policy.

## IV. Group Activ Secure - Hospital Cash

#### **Basic Covers:**

The Policy Schedule or Certificate of Insurance will specify which of the following Basic Covers and Optional Covers are in force and available for the Insured Persons under the Policy.

Benefits under this Section are subject to the terms, conditions and exclusions of this Policy. The sublimit for each Benefit under this Section is specified against that Benefit in the Policy Schedule or the Certificate of Insurance. Payment of the Benefit will be subject to the availability of the applicable sublimit for that Benefit.

Benefits shall be applicable on an Individual or a Family Floater basis as specified in the Policy Schedule or the Certificate of Insurance.

If the Policy Schedule or Certificate of Insurance specifies that the Benefits are available on an Individual basis, then the Sum Insured specified in the Policy Schedule or Certificate of Insurance for the Insured Person will be Our maximum, total and cumulative liability for any and all claims arising under this Benefit in respect of that Insured Person.

If the Policy Schedule or Certificate of Insurance specifies that the Benefits are available on a Family Floater basis, then the Floater Sum Insured specified in the Policy Schedule or Certificate of Insurance will be Our maximum, total and cumulative liability for any and all claims arising under this Benefit in respect of all the Insured Persons named in the Policy Schedule or Certificate of Insurance as being covered under the Floater Sum Insured.

All claims under this Section must be made in accordance with the procedure set out in Section IV.10.

## Section A: Basic Covers

## **IV.1 Hospital Cash Benefit**

If the Insured Person is Hospitalized in India during the Policy Period for Medically Necessary Treatment of an Illness or Injury due to an Accident that occurred during the Policy Period, We will pay the Daily Cash Benefit specified in the Policy Schedule or Certificate of Insurance for each continuous and completed period of 24 hours of Hospitalization.

If the Insured Person is Hospitalized in an Intensive Care Unit (ICU) during the Policy Period for Medically Necessary Treatment of an Illness or an Injury that occurred during the Policy Period, We will pay 2 times the Daily Cash Benefit specified in the Policy Schedule for each continuous and completed period of 24 hours of Hospitalisation.

## **IV.3 Deductible**

Benefits under Section IV.1 will trigger only after a Deductible of 1 day, as specified in the Policy Schedule or Certificate of Insurance.

## IV.4 Limits per Hospitalization Claim

Benefits under this Section IV.1 shall not be payable for more than the number of days per Hospitalization claim per Policy Year as specified in the Policy Schedule or Certificate of Insurance.

## IV.5 Limit per Policy Year

Benefits under this Section IV.1 shall not be payable for more than the number of days per Policy Year as specified in the Policy Schedule or Certificate of Insurance.

## IV.6 First 30 Days Waiting Period

A waiting period of 30 days from the Inception Date of the Policy will be applicable for all Hospitalisation claims except in case of Accidents.

## **IV.7 One Year Waiting Period**

We have waived the 'One Year Waiting Period' as specified in the Policy Schedule or Certificate of Insurance.

#### **IV.8 Pre-Existing Diseases Waiting Period**

We have waived the 'Pre-Existing Disease Waiting Period' as specified in the Policy Schedule or Certificate of Insurance.

#### **IV.9 Permanent Exclusions**

We shall not be liable to make any payment under Section IV of this Policy in respect of any Hospitalization, directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1. Treatment directly or indirectly arising from or consequent upon war or any act of war, invasion, act of foreign enemy, war like operations (whether war be declared or not or caused during service in the armed forces of any country), civil war, public defense, rebellion, uprising, revolution, insurrection, military or usurped acts, nuclear weapons / materials, chemical and biological weapons, ionizing radiation, contamination by radioactive material or radiation of any kind, nuclear fuel, nuclear waste.
- 2. An Insured Person committing or attempting to commit a breach of law with criminal intent, intentional self Injury or attempted suicide while sane or insane.

- 3. Willful or deliberate exposure to danger, intentional self Injury, non adherence to medical advice, participation or involvement in naval, military or air force operation, circus personnel, racing in wheels or horseback, diving, aviation, scuba diving, parachuting, hang-gliding, rock or mountain climbing, bungee jumping, parasailing, ballooning, skydiving, river rafting, polo, snow and ice sports in a professional or semi professional nature.
- 4. Abuse or the consequences of the abuse of intoxicants or hallucinogenic substances such as intoxicating drugs and alcohol, including smoking cessation programs and the treatment of nicotine addiction or any other substance abuse treatment or services, or supplies.
- 5. Weight management programs or treatment in relation to the same including vitamins and tonics, treatment of obesity (including morbid obesity).
- 6. Treatment for correction of eye sight due to refractive error including routine examination.
- 7. All routine examinations and preventive health check-ups.
- 8. Cosmetic, aesthetic and re-shaping treatments and Surgeries.
  Plastic Surgery or cosmetic Surgery or treatments to change appearance unless medically necessary and certified by the attending Medical Practitioner for reconstruction following an Accident, cancer or burns.
- 9. Circumcisions (unless necessitated by Illness or Injury and forming part of treatment); aesthetic or change-of-life treatments of any description such as sex transformation operations.
- 10. Non allopathic treatment except in Government approved AYUSH Hospitals.
- 11. Conditions for which treatment could have been done on an outpatient basis without any Hospitalization.
- 12. Experimental/ Unproven treatment devices and pharmacological regimens.
- 13. Admission primarily for diagnostic purposes not related to Illness for which Hospitalization has been done.
- 14. Convalescence, cure, rest cure, sanatorium treatment, rehabilitation measures, private duty nursing, respite care, long-term nursing care or custodial care.
- 15. Preventive care, vaccination including inoculation and immunizations (except in case of post-bite treatment); any physical, psychiatric or psychological examinations or testing.
- 16. Admission for enteral feedings (infusion formulas via a tube into the upper gastrointestinal tract) and other nutritional and electrolyte supplements unless certified to be required by the attending Medical Practitioner as a direct consequence of an otherwise covered claim.
- 17. Hospitalization for treatment and use of hearing aids, spectacles or contact lenses including optometric therapy, multifocal lens.
- 18. Treatment for alopecia, baldness, wigs, or toupees, and all treatment related to the same.
- 19. Hospitalization for treatment and use of medical supplies including elastic stockings, diabetic test strips, and similar products.
- 20. Any expenses incurred on prosthesis, corrective devices external durable medical equipment of any kind, like wheelchairs crutches, instruments used in treatment of sleep apnea syndrome or continuous ambulatory peritoneal dialysis (C.A.P.D.) and oxygen concentrator for bronchial asthmatic condition, cost of cochlear implant(s) unless necessitated by an Accident or required intra-operatively. Cost of artificial limbs, crutches or any other external appliance and/or device used for diagnosis or treatment (except when used intra-operatively).
- 21. Psychiatric or psychological disorders, mental disorders (including mental health treatments), Parkinson and Alzheimer's disease, general debility or exhaustion ("rundown condition"), sleepapnea, stress.
- 22. Congenital external diseases, defects or anomalies, genetic disorders.
- 23. Stem cell therapy or Surgery, or growth hormone therapy.

- 24. Venereal disease, all sexually transmitted disease or Illness including but not limited to Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice and Trichomoniasis.
- 25. "AIDS" (Acquired Immune Deficiency Syndrome) and/or infection with HIV (Human Immunodeficiency Virus) including but not limited to conditions related to or arising out of HIV/AIDS such as ARC (AIDS Related Complex), Lymphomas in brain, Kaposi's sarcoma, tuberculosis.
- 26. Complications arising out of pregnancy (including voluntary termination), miscarriage (except as a result of an Accident or Illness), maternity or birth (including caesarean section) except in the case of ectopic pregnancy for In-patient only.
- 27. Treatment for sterility, infertility, sub-fertility or other related conditions and complications arising out of the same, assisted conception, surrogate or vicarious pregnancy, birth control, and similar procedures contraceptive supplies or services including complications arising due to supplying services.
- 28. Expenses for organ donor screening, or save as and to the extent provided for in the treatment of the donor (including Surgery to remove organs from a donor in the case of transplant Surgery).
- 29. Admission for Organ Transplant but not compliant under the Transplantation of Human Organs Act, 1994 (amended).
- 30. Treatment and supplies for analysis and adjustments of spinal subluxation, diagnosis and treatment by manipulation of the skeletal structure; muscle stimulation by any means except treatment of fractures (excluding hairline fractures) and dislocations of the mandible and extremities.
- 31. Hospitalisation for treatment and use of dentures and artificial teeth, Dental Treatment and Surgery of any kind, unless requiring Hospitalization due to an Accident.
- 32. Hospitalisation for any health check-up or for the purpose of issuance of medical certificates and examinations required for employment or travel or any other such purpose.
- 33. Hospitalisation for treatment of artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health.
- 34. Treatment for developmental problems, learning difficulties eg. Dyslexia, behavioral problems including attention deficit hyperactivity disorder (ADHD).
- 35. Treatment for Age Related Macular Degeneration (ARMD), treatments such as Rotational Field Quantum Magnetic Resonance (RFQMR), External Counter Pulsation (ECP), Enhanced External Counter Pulsation (EECP), Hyperbaric Oxygen Therapy.
- 36. Treatment taken from a person not falling within the scope of definition of Medical Practitioner.
- 37. Treatment charges or fees charged by any Medical Practitioner acting outside the scope of license or registration granted to him by any medical council.
- 38. Treatments rendered by a Medical Practitioner who is a member of the Insured Person's family or stays with him, save for the proven material costs are eligible for reimbursement as per the applicable cover.
- 39. Any treatment or part of a treatment that is not of a reasonable charge, not medically necessary; drugs or treatments which are not supported by a prescription.
- 40. Insured Person whilst flying or taking part in aerial activities except as a fare-paying passenger in a regular scheduled airline or air charter company.

#### **IV.10 Claims Process**

#### A. Intimation of Claim

We shall be given an intimation by calling Our call centre or by e-mail or by fax or by writing to Our office address along with the following details within 7 days of admission in the Hospital

- (1) The Policy number;
- (2) Name of the Policyholder;

- (3) Name and address of the Insured Person in respect of whom the request is being made;
- (4) Photo ID, KYC documents
- (5) Nature of Illness or Injury and the treatment/Surgery taken;
- (6) Name and address of the attending Medical Practitioner;
- (7) Hospital where treatment/Surgery was taken;
- (8) Date of admission and date of discharge;
- (9) Approximate expenses or approximate length of stay towards Hospitalization for Illness / Injury or percentage of disability

Any other information that may be relevant to the Illness/Injury/Hospitalization

#### **B. Claims Submission**

The following documents as per the benefit being sought must be provided to Us within 30 days of the occurrence of the event giving rise to a claim under the Policy or date of discharge from the Hospital.

- (a) Duly filled claim form
- (b) Photo ID and Age proof
- (c) Photocopy of discharge card / day care summary / transfer summary
- (d) Photocopy of the final bill
- (e) Photocopy of the invoice and payment receipt.
- (f) Treating Medical Practitioner's letter stating:
  - o Presenting complaints with duration and past history.
  - o Medical history of co-morbidities e.g. hypertension, heart ailment, etc.
  - o Treatment detail with name of drugs and route of administration.
- (g) Photocopy of previous consultation papers indicating history and treatment details for current ailment.
- (h) Photocopy of all diagnostic reports (including imaging and laboratory) along with the medical prescription & copy of invoice / bill and receipt from the diagnostic center.
- (i) Photocopy of MLC / FIR copy in Accidental cases only
- (j) Photocopy of death summary & death certificate (in death claims only)
- (k) Copy of the treating Medical Practitioner's letter stating the following (in Accidental cases):
  - o Details of Accident/trauma.
  - Whether the patient was under the influence of alcohol or any intoxicating substance during incident / accident.
  - Duplicate copy of pre and post operative imaging reports in case of Accidents / Fractures.
  - Copy of indoor case papers with nursing sheet detailing medical history of the patient, treatment details, & patient's progress.
- (I) KYC documents

Please refer to Section on Terms and Conditions for general provisions pertaining to Claims Administration, Processing, Assessment and Repudiation.

## V. Terms and Conditions

## A. Material Change

Material information to be disclosed includes every matter that the Policyholder is aware of, or could reasonably be expected to know, that relates to questions in the Proposal Form and which is relevant to

Us in order to accept the risk of insurance. The Policyholder must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement of the contract. The Policy terms and conditions will not be altered.

# B. Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement, signed and stamped by Us.

#### C. No Constructive Notice

Any knowledge or information of any circumstance or condition in relation to the Policyholder/ Insured Person which is in Our possession and not specifically informed by the Policyholder / Insured Person shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

# D. Eligibility

	Group Activ Secure - Hospital Cash
Minimum Entry Age	18 years
Maximum Entry ages	55 years
Cover ceasing Age	56 years

Following relationships can be covered as dependants:

## Self only

It is further clarified that for the purpose of availing this Policy, the Policyholder shall ensure that the minimum number of employees/members who will form a group to avail the benefits under this Policy shall be 7.

## E. Claims terms applicable to all benefits under the Policy

The fulfillment of the terms and conditions of this Policy (including payment of premium in full and on time) insofar as they relate to anything to be done or complied with by the Insured Person, including complying with the following in relation to claims, shall be conditions precedent to admission of Our liability under this Policy:

- (1) On the occurrence or discovery of any Illness or Injury that may give rise to a claim under this Policy, the claims procedure set in the Policy shall be followed.
- (2) The directions, advice and guidance of the treating Medical Practitioner shall be strictly followed. We shall not be obliged to make any payments that are brought about or contributed to as a consequence of or failure to follow such directions, advice or guidance.
- (3) If requested by Us and at Our cost, the Insured Person must submit to medical examination by Our Medical Practitioner as often as We consider reasonable and necessary and We/Our representatives must be permitted to inspect the medical and Hospitalisation records pertaining to the Insured Person's treatment and to investigate the circumstances pertaining to the claim.

(4) We and Our representatives must be given all reasonable co-operation in investigating the claim in order to assess Our liability and quantum in respect of the claim.

## F. Claims Assessment & Repudiation – Applicable to all benefits under the Policy

- (a) At Our discretion, We may investigate claims to determine the validity of a claim. This investigation will be conducted within 15 days of the date of assigning the claim for investigation and not later than 6 months from the date of receipt of claim intimation. All costs of investigation will be borne by Us and all investigations will be carried out by those individuals/entities that are authorised by Us in writing.
- (b) If there are any deficiencies in the necessary claim documents which are not met or are partially met, We will send a deficiency letter within 10 days of receipt of the claim documents.
- (c) If deficiency is not met or partially met then we will send maximum of 3 (three) reminders following which We will send a rejection letter or make a part-payment if we have not received the deficiency documents after 45 days from the date of the initial request for such documents. However, documents/ details received beyond such period shall be considered if there are valid reasons for any delay.
- (d) We may decide to deduct the amount of claim for which deficiency is intimated to the Insured Person and settle the claim if We observe that such a claim is otherwise valid under the Policy.
- (e) We shall settle or repudiate a claim within 30 days of the receipt of the last necessary information and documentation set out above. In case of any suspected fraud, the last "necessary" document will include the receipt of the investigation report from Our investigator/representatives.
- (f) Payment for reimbursement claims will be made to the Insured Person. In the unfortunate event of the Insured Person's death, We will pay the Nominee named in the Policy Schedule or Certificate of Insurance or their legal heir or legal representatives holding a valid succession certificate.
- (g) In case of delay in payment, We shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

For details on the claims process or assistance during the process, the Insured Person may contact Us at Our call centre on the toll free number specified in the Policy Schedule or through the website

## G. Grace Period

The Policy may be renewed by mutual consent and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy. We will not be liable to pay for any claim arising out of an Illness/Injury/ Accident that occurred during the Grace Period. The provisions of Section 64VB of the Insurance Act 1938 shall be applicable. All policies Renewed within the Grace Period shall be eligible for continuity of cover.

#### H. Renewal Terms

The Policy may be renewed by mutual consent and in such event the Renewal premium should be paid to Us on or before the date of expiry of the Policy and in no case later than the Grace Period of 30 days from the expiry of the Policy (as stated above).

Renewals will not be denied except on grounds of misrepresentation, moral hazard, fraud, non-disclosure of material facts or non-co-operation by the Insured Person.

We may, revise the Renewal premium payable under the Policy or the terms of cover, provided that all such changes are approved in accordance with the IRDAI rules and regulations as applicable from time to time.

Renewal premium will not alter based on individual claims experience. We will intimate You of any such changes at least 3 months prior to date of such revision or modification.

#### I. Communication & Notices

Any communication or notice or instruction under this Policy shall be in writing and will be sent to:

- i. The Policyholder's, at the address as specified in the Policy Schedule
- ii. To Us, at the address specified in the Policy Schedule.
- iii. No insurance agents, brokers, other person or entity is authorised to receive any notice on the behalf of Us unless explicitly stated in writing by Us.

#### J. Duty of Disclosure

The Policy shall be null and void and no Benefit shall be payable hereunder in the event of an untrue or incorrect statement, misrepresentation, mis-description or non-disclosure of any material particular in the Group Proposal Form, personal statements, declarations, medical history and connected documents, or any material information having been withheld by the Policyholder or any one acting on their behalf, under this Policy. Under such circumstances We may at Our sole discretion cancel the Policy and the premium paid shall be forfeited to Us.

#### K. Fraudulent Claims

If any claim is found to be fraudulent, or if any false declaration is made, or if any fraudulent devices are used by You or the Insured Person or anyone acting on their behalf 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. All sums paid under this Policy shall be repaid to Us by You on behalf of all Insured Persons who shall be jointly liable for such repayment.

#### a. Premium

The premium for each Policy will be determined based on the available data of each group and applicable discounts and loadings. Payment of premiums will be available in single mode or instalment options of monthly/ quarterly/ half yearly as agreed with the Policyholder.

## L. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

#### M. Cancellation

In case You are not satisfied with the Policy or our services, You can request for a cancellation of the policy by giving 15 days' notice in writing.

You further understand and agree that We may cancel the Policy by giving 15 days' notice in writing by Registered Post Acknowledgment Due / recorded delivery to Your last known address on grounds of misrepresentation, moral hazard, fraud, non-disclosure of material fact by You without any refund of premium. We may also cancel the Policy with refund of premium in case of non-cooperation by You or the Insured Person.

#### N. Electronic Transactions

The Policyholder agrees to comply with all the terms and conditions of electronic transactions as We shall prescribe from time to time, and confirms that all transactions effected facilities for conducting remote transactions such as the internet, World Wide Web, electronic data interchange, call centres, tele-service operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, in respect of this Policy and claim related details, shall constitute legally binding when done in compliance with Our terms for such facilities.

Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Policyholder. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated / confirmed by the Policyholder.

## O. Policy Dispute

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.

#### P. Records to be maintained

You shall keep an accurate record containing all relevant medical records and shall allow Us or our representative(s) to inspect such records. You or the Insured Person as the case may be, shall furnish such information as may be required by Us under this Policy at any time during the Policy Period and up to three years after the Policy expiration, or until final adjustment (if any) and resolution of all claims under this Policy.

## Q. Complete Discharge

We will not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy. The payment made by Us to the Insured Person or to the Nominee/legal representative or to the Hospital, as the case may be, of any Medical Expenses or compensation or benefit under the Policy shall in all cases be complete, valid and construe as an effectual discharge in favour of Us.

## R. Assignment

The Policy and the benefits under this Policy cannot be assigned in whole or in part.

#### S. Grievances Redressal Procedure

In case of a grievance, the Insured/Policyholder can contact Us with the details through:

Our website: << Website address>> Email: <<Customer service Email ID>> Toll Free : <<Toll Free Number>>

Address: Any of Our Branch office or Corporate office <<>>>

For senior citizens, please contact the respective branch office of the Company or call at <<> or may write an e- mail at <<seniorcitizen@<<>>.com>>

The Insured Person can also walk-in and approach the grievance cell at any of Our branches. If in case the Insured Person is not satisfied with the response then they can contact Our Head of Customer Service at the following email <<Email>> If You are still not satisfied with Our redressal, You may approach the

nearest Insurance Ombudsman. The contact details of the Ombudsman offices are provided on Our website and in this Policy at Annexure [A].

#### VI. Definitions

- 1. Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means
- 2. Age or Aged means the completed age (in years) of the Insured Person as on his/ her last birthday.
- 3. **Ambulance** means a road vehicle operated by a licenced/authorised service provider and equipped for the transport and paramedical treatment of the person requiring medical attention.
- 4. Annexure means a document attached and marked as Annexure to this Policy.
- 5. **Annual Renewal Date** means the anniversary of the Inception Date each year or any other date which We agree and the Policyholder may agree in writing.
- 6. **Benefit** means any benefit shown in the Policy.
- 7. **Capital Sum Insured** means the amount specified in the Policy Schedule or the Certificate of Insurance which is Our maximum, total and cumulative liability for all claims arising under the Benefits specified in the Policy Schedule or Certificate of Insurance against the Capital Sum Insured. The Policy Schedule or Certificate of Insurance will specifies whether the Capital Sum Insured is in force for the Insured Person.
- 8. **Cashless facility** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization is approved.
- 9. **Certificate of Insurance** means the certificate We issue to the Insured Person confirming the Insured Person's cover under the Policy.
- 10. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- 11. **Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.
  - a) **Internal Congenital Anomaly -** Congenital anomaly which is not in the visible and accessible parts of the body.
  - b) **External Congenital Anomaly -** Congenital anomaly which is in the visible and accessible parts of the body.
- 12. **Cosmetic Surgery** means Surgery or medical treatment that modifies, improves, restores or maintains normal appearance of a physical feature, irregularity, or defect.
- 13. **Daily Cash Benefit** means the per day Sum Insured unit opted under Section IV and specified in the Policy Schedule or Certificate of Insurance.
- 14. **Day Care Centre** means any institution established for day care treatment of illness and/or injuries or a medical setup with a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criterion as under
  - i) has qualified nursing staff under its employment;
  - ii) has qualified medical practitioner/s in charge;
  - iii) has fully equipped operation theatre of its own where surgical procedures are carried out;
  - iv) maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.
- 15. Day Care Treatment means medical treatment, and/or surgical procedure which is:

- i. undertaken under General or Local Anesthesia in a *hospital/day care centre* in less than 24 hrs because of technological advancement, and
- ii. 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. (Insurers may, in addition, restrict coverage to a specified list).
- 16. **Deductible** means a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
- 17. **Dental Treatment** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery.
- 18. **Dependent Child** means a child (natural or legally adopted), who is financially dependent on the Insured Person, does not have his / her independent source of income, is up to the Age of 25 years and unmarried.
- 19. **Disclosure to information norm:** The policy shall be void and all premiums paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 20. Emergency means a serious medical condition or symptom resulting from Injury or sickness which arises suddenly and unexpectedly, and requires immediate care and treatment by a Medical Practitioner, generally received within 24 hours of onset to avoid jeopardy to life or serious long term impairment of the Insured Person's health, until stabilisation at which time this medical condition or symptom is not considered an emergency anymore.
- 21. **Emergency Care** means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a *medical practitioner* to prevent death or serious long term impairment of the insured person's health.
- 22. **Employee** means any member of the Policyholder's staff under full time employment and who is nominated and sponsored by the Policyholder who becomes an Insured Person.
- 23. Expiry Date means the date on which this Policy expires as specified in the Policy Schedule.
- 24. **Financial Institution** shall have the same meaning assigned to the term under Section 45 I of the Reserve Bank of India Act, 1934 (as amended from time to time) and shall include a Non-Banking Financial Company as defined under Section 45 I of the Reserve Bank of India Act, 1934 (as amended from time to time).
- 25. **Floater Sum Insured** means the amount specified in the Policy Schedule or the Certificate of Insurance which is Our maximum, total and cumulative liability for any and all claims arising under Section IV.A in respect of all the Insured Persons named in the Policy Schedule or Certificate of Insurance as being covered under the Floater Sum Insured. The Policy Schedule or Certificate of Insurance will specify whether the Floater Sum Insured is in force for the Insured Person(s).
- 26. **Fracture** means a break in continuity of the bone which is evidenced by an X-ray and certified by the attending Medical Practitioner.
- 27. **Grace Period** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.
- 28. **Hazardous Activities** means any sport or activity, which is potentially dangerous to the Insured Person whether he is trained in such sport or activity or not. Such sport/activity includes without limitation stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water

rafting, BMX stunt/obstacle riding, bobsleighing/using skeletons, bouldering, boxing, canyoning, cavin/pot holing, cave tubing, rock climbing/trekking/mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labour, marathon running, martial arts, micro-lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo riding, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/ time trials, triathlon, water ski jumping, weight lifting or wrestling any type.

- 29. **Hospital** means any institution established for *in-patient care* and *day care treatment* of illness and/ or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under the enactments specified under the Schedule of Section 56(1) and the said act **Or** complies with all minimum criteria as under:
  - i) has qualified nursing staff under its employment round the clock;
  - ii) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - iii) has qualified medical practitioner(s) in charge round the clock;
  - iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - v) maintains daily records of patients and makes this accessible to the insurance company's authorized personnel.
- 30. **Hospitalization** means admission in a Hospital for a minimum period of 24 consecutive '*In-patient Care*' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- 31. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - (a) **Acute condition** Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
  - (b) **Chronic condition** A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
    - 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and/or tests
    - 2. it needs ongoing or long-term control or relief of symptoms
    - 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
    - 4. it continues indefinitely
    - 5. it recurs or is likely to recur
- 32. Inception Date means the inception date of this Policy as specified in the Policy Schedule
- 33. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 34. **In-patient** means an Insured Person who is admitted to a Hospital and stays for at least 24 hours for the sole purpose of receiving treatment.
- 35. **Inpatient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- 36. **Insured Person** means the Member or Dependants to whom a Certificate of Insurance has been issued, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate

- premium received.
- 37. **Intensive Care Unit** means an identified section, ward or wing of a *hospital* which is under the constant supervision of a dedicated *medical practitioner(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.
- 38. **Loan** means the sum of money lent at an interest or otherwise to the Insured Person by any bank/Financial Institution as identified by the Loan Account Number specified in the Policy Schedule or Certificate of Insurance

## 39. Loss of Independent Living:

- i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
- ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
- iii. Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
- iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
- v. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
- vi. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence
- 40. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- 41. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- 42. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.
- 43. **Medically Necessary Treatment** means any treatment, tests, medication, or stay in *hospital* or part of a stay in *hospital* which:
  - i) is required for the medical management of the illness or injury suffered by the insured;
  - ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration or intensity;
  - iii) must have been prescribed by a *medical practitioner*;
  - iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 44. **Network Provider** means hospitals or health care providers enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless facility.
- 45. **Neurological Deficit** means Symptoms of dysfunction in the nervous system that is present on clinical examination and expected to last throughout the insured person's life. Symptoms that are covered include numbness, increased sensitivity, paralysis, localized weakness,

- 46. New Born Baby means baby born during the Policy Period and is aged upto 90 days.
- 47. **Nominee** means the person named in the Policy Schedule or Certificate of Insurance (as applicable) who is nominated to receive the benefits in respect of an Insured Person under the Policy in accordance with the terms and conditions of the Policy, if the Insured Person is deceased when the Benefit becomes payable.
- 48. **Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communications.
- 49. **OPD treatment** means the one in which the Insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- 50. **Outpatient** means an Insured Person who is taking OPD Treatment or any other treatment for which Hospitalization is not required.
- 51. **Policy** means this Policy document, the Group Proposal Form, the Certificates of Insurance issued to Insured Persons and the Policy Schedule which form part of the Policy including endorsements, as amended from time to time which form part of the Policy and shall be read together.
- 52. **Policy Period** means the period between the Inception Date and the Expiry Date of the Policy as specified in the Policy Schedule or the date of cancellation of this Policy, whichever is earlier.
- 53. **Policy Schedule** means the schedule attached to and forming part of this Policy mentioning the details of the group the period and the limits to which Benefits under the Policy are subject to, including any Annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- 54. Policy Year means a period of 12 consecutive months commencing from the Inception Date.
- 55. **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for Pre-Existing Diseases and time- bound exclusions if he/she chooses to switch from one insurer to another or from one plan to another plan of the same insurer.
- 56. **Pre-Existing Disease** means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and/or were diagnosed, and/or for which medical advice/ treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.
- 57. **Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- 58. **Renewal** means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
- 59. **Shared Room** means a basic (cheapest) category of Shared Room in a Hospital with/without airconditioning with two or three patient beds.
- 60. **Single Private Room** means a basic (cheapest) category of Single room in a Hospital with/without airconditioning facility where a single patient is accommodated and which has an attached toilet (lavatory and bath).
- 61. **Sum Insured** means the amount specified in the Policy Schedule or the Certificate of Insurance against a Benefit which subject to terms, conditions and exclusions of this Policy, is the amount representing Our maximum, total and cumulative liability for any or all claims arising under that Benefit in respect of the Insured Person, subject always to the Capital Sum Insured (if applicable for the Insured Person) and the Floater Sum Insured (if applicable for the Insured Person(s)).
- 62. **Surgery or Surgical Procedure** 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 from suffering and prolongation of life, performed in a hospital or day care centre by a *medical practitioner*.

- 63. **Unproven/Experimental treatment** means the treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.
- 64. We/ Our/ Us means Aditya Birla Health Insurance Co. Limited.
- 65. **You/Your/Policyholder** means the person named in the Policy Schedule as the policyholder and who has concluded this Policy with Us.