



THE NEW INDIA ASSURANCE CO. LTD,  
Regd. & Head Office: 87, M.G. Road, Fort, Mumbai – 400 001

## SENIOR CITIZENS MEDICLAIM POLICY

WHEREAS THE Insured named in the Schedule has by a Proposal and declaration, which shall be the basis of this Contract and is deemed to be incorporated herein, has applied to THE NEW INDIA ASSURANCE COMPANY LTD. (hereinafter called the COMPANY) for Senior Citizens Mediclaim Insurance in respect of person(s) named in the Schedule hereto (hereinafter called the INSURED PERSONS) and has paid premium as consideration for such insurance,

**1.0 Coverage:** 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 shall contract any disease or suffer from any illness (hereinafter called DISEASE) or sustain any bodily injury through accident (hereinafter called INJURY) and if such disease or injury shall require any such Insured Person, upon the advise of a duly qualified Physician/ Medical Specialist/ Medical Surgeon (hereinafter called SURGEON) to incur Hospitalisation Expenses (herein defined) for medical/surgical treatment at Nursing Home/Hospital in India (hereinafter called Hospital/Nursing Home/Day-Care Centre) as an inpatient, the TPA will pay to the Hospital / Nursing Home/Day Care Centre, or reimburse the insured person the expenses listed in 2.1 to 2.6 below that are necessarily incurred in the treatment of such disease or injury but not exceeding in any one period of insurance the amount stated hereunder.

## 2.0 SCOPE OF COVER

### Hospitalisation Expenses

In the event of a claim becoming admissible, the Company will pay the expenses listed below that are reasonably and necessarily incurred by or on behalf of such Insured Person but not exceeding, in aggregate, the Sum Insured mentioned in the Schedule.

#### 2.1.0

Hospitalisation Benefits		Limits
A	(i) Room, Boarding expenses charged by the Hospital/Nursing Home  (ii) If admitted in IC Unit	Up to 1% of Sum Insured per day  Up to 2% of Sum Insured per day Overall limit: 25% of the Sum Insured.
B	Surgeon, Anesthetist, Medical Practitioner, Consultants, Specialists Fees, Nursing Expenses	Overall limit 25% of Sum Insured
C	Anesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, Drugs, Diagnostic material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, Cost of Pacemaker, Artificial Limbs, Cost of Stents & Implants	Overall limit 50% of Sum Insured

**2.1.1** Claims in respect of the following illnesses / operations, will be subject to the following limits:

<b>Name of Illness/Operation</b>	<b>Maximum Charges Inclusive of Room/ICU/OT Charges/ Surgeons. Anesthetist, doctors fees, medicines, internal appliances and other charges incurred during hospitalization period</b>
Cataract with imported foldable lens	10000/-
Hysterectomy	22000/-
Appendicectomy	16000/-
Cholecystectomy	18000/-
Prostate	18000/-
Hemia-Inguinal	16000/-
Hernia- Ventral/Incisional	20000/-
Septoplasty	9000/-
Haemorrhoidectomy	8000/-
Fissurectomy	9000/-
Fistulectomy	10000/-
Angiography	12000/-
Tonsillectomy	7000/-
Tympanoplasty	13000/-
Kidney stone/lithotripsy	13000/-
Arthroscopy	10000/-
PID-Disectomy	31000/-
Mastectomy(Radical)	36000/-
Exploratory Laprotomy	18000/-

**2.2** Actual pre-hospitalisation medical charges of up to 30 days period immediately before the insured's admission to hospital for that illness, subject to maximum 5% of hospital bill.

- 2.3** Actual post-hospitalisation medical charges of up to 60 days period immediately after the insured's discharge from a hospital for that illness or injury, subject to maximum of 10% of hospital bill.
- 2.4** Expenses incurred for Ayurvedic/Homeopathic/Unani Treatment are admissible up to 25% of the sum insured provided the treatment for illness/disease and accidental injuries, is taken in the registered hospitals which are qualifying the definition of hospitals, excluding centres for spas, massage and health rejuvenation procedures.
- 2.5** Ambulance charges, subject to a maximum of Rs.1000/-
- 2.6** Hospitalisation Expenses (excluding cost of organ) incurred on the donor during the course of organ transplant to the Insured. The Company's liability towards expenses incurred on the donor and the Insured recipient together shall not exceed the sum insured of the latter

### **3.0 DEFINITIONS:**

- 3.1 PRE-EXISTING DISEASE/CONDITON** means any condition, ailment or injury or related condition(s) for which the Insured Person had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment, within 18 months prior to his / her first policy with us.

**3.2 Hospital/Nursing Home:** means any institution in India established for indoor care and treatment of sickness and injuries and which has been registered either as a hospital or nursing home with the local authorities and is under the supervision of a registered and qualified medical practitioner, **or**

**complies with minimum criteria as under:**

- (a) Must have a minimum of:  
10 in-patient beds if located in towns having population of less than 10 Lacs  
**or**  
15 in-patient beds if located in other towns.
- (b) Fully equipped operation theatre of its own wherever surgical operations are carried out.
- (c) Fully qualified Nursing Staff under its employment round the clock.
- (d) Fully qualified Medical Practitioner should be in-charge round the clock.
- (e) Maintains daily medical record for each of its patients.

**Note:** In case of Ayurvedic/Homeopathic/Unani Treatment (b) is not applicable.

In case of Day Care Centre, (a) is not applicable

**For the purpose of this definition the term Hospital/Nursing Home/Day Care Center 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 any other like place.**

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

**3.4 Hospitalisation** means admission in any Hospital/Nursing Home in India upon the written advice of a Medical Practitioner for a minimum period of 24 consecutive hours. The time limit of 24 hours will not be applicable for following surgeries / procedures.

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Anti Rabies Vaccination	Hysterectomy
Appendectomy	Inguinal/Ventral/Umbilical/Femoral Hernia repair
Coronary Angiography	Lithotripsy (Kidney Stone Removal)
Coronary Angioplasty	Parenteral Chemotherapy
Dental surgery following an accident	Piles / Fistula
Dilatation & Curettage (D & C) of Cervix	Prostate
Eye surgery	Radiotherapy
Fracture / dislocation excluding hairline fracture	Sinusitis
Gastrointestinal Tract system	Stone in Gall Bladder, Pancreas, and Bile Duct
Haemo-Dialysis	Tonsillectomy,
Hydrocele	Urinary Tract System

**OR** any other Surgeries / Procedures agreed by TPA/COMPANY which require less than 24 hours hospitalization due to subsequent advancement in Medical Technology.

**3.5 Any one illness** will be deemed to mean continuous period of the illness for which treatment is undergone and includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment was taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness.

**3.6 Medical Practitioner** means a person who holds a degree/diploma of a recognized institution and is registered by Medical Council of respective State of India. The term Medical Practitioner would include Physician, Specialist and Surgeon and shall not include INSURED person and members of his family covered under this insurance.

- 3.7 Qualified Nurse** means a person who holds a certificate of recognized Nursing Council and is employed on recommendations of the attending Medical Practitioner.
- 3.8 Third Party Administrator (TPA)** means a third party administrator as mentioned in the policy schedule, licensed by the Insurance Regulatory and Development Authority (IRDA) and engaged by the COMPANY for a fee or remuneration for providing “Cashless Facility and or reimbursement claim to insured person under the policy.
- 3.9 Network Hospital** means the Hospital, Nursing Home, Day Care Centre or such other Medical Aid provider that has agreed with the TPA to participate for providing cashless facility to policyholders. Non-network provider shall mean any other Hospitals/Nursing Home/Day Care Center, or such other Medical Aid provider, who has not agreed to provide such cashless facility.
- 3.10 Cashless Facility** means facility whereby the TPA agrees, on the insured’s request, to settle the admissible claim directly to the network hospital. Any expense in excess of the admissible claim amount will, however, be borne by the insured himself.
- 3.11 ID Card** means the Identity Card issued to the insured person by the TPA to avail cashless facility in network hospitals.
- 3.12 Daycare Procedure** means the course of medical treatment / surgical procedure in specialized Day Care Centre which enables the insured to be discharged on the same day.
- 4.0 EXCLUSIONS:** The Company shall not be liable to make any payment under this policy in respect of:
- 4.1 PRE-EXISTING DISEASES/CONDITION BENEFITS** will not be available for any condition(s) as defined in the policy, until 18 months of continuous coverage have elapsed, since inception of the first policy with us. However, they will be covered on completion of 18 claim free months of insurance.

Dialysis, Chemotherapy & Radiotherapy for diseases, including Critical Illnesses, existing prior to commencement of this policy are excluded even after two-claim free years.

Pre-existing conditions of Diabetes mellitus and Hypertension are covered from inception of the policy but only on payment of additional premium. However, any ailment attributable to Diabetes mellitus or Hypertension, which has already manifested at the time of inception of insurance, will not be covered even on payment of additional premium for covering Diabetes mellitus and/or Hypertension.

**4.2 30-day Exclusion:** No claim will be payable in respect of any disease contracted by the Insured person during first 30 days from the commencement date of the policy. This exclusion will not apply if the policy is renewed without any break. The exclusion does not apply to treatment for accidental injuries.

**4.3 Waiting period for specified diseases/ailments/conditions:** No claim will be payable in respect of the following Diseases/Conditions contracted during the ‘waiting periods’ specified below, starting from the first day of inception of the cover for the first time.

<b>Sr. No</b>	<b>Name of Disease/Ailment/Surgery not covered for</b>	<b>Duration</b>
1	Any Skin disorder	18 months
2	All internal & external benign tumors, cysts, polyps of any kind, including benign breast lumps	18 months
3	Benign Ear, Nose, Throat disorders	18 months
4	Benign Prostate Hypertrophy	18 months
5	Cataract & age related eye ailments	18 months
6	Diabetes mellitus	18 months
7	Gastric/ Duodenal Ulcer	18 months
8	Gout & Rheumatism	18 months
9	Hernia of all types	18 months
10	Hydrocele	18 months
11	Hypertension	18 months
12	Hysterectomy for Menorrhagia/Fibromyoma, Myomectomy and Prolapse of uterus	18 months
13	Non Infective Arthritis	18 months
14	Piles, Fissure and Fistula in Anus	18 months
15	Pilonidal Sinus, Sinusitis and related disorders	18 months
16	Prolapse Inter Vertebral Disc unless arising from accident	18 months
17	Stone in Gall Bladder & Bile duct	18 months
18	Stones in Urinary Systems	18 months
19	Unknown Congenital internal disease/defects	18 months
20	Varicose Veins and Varicose Ulcers	18 months
21	Age related Osteoarthritis & Osteoporosis	48 months
22	Joint Replacements due to Degenerative Condition	48 months

These diseases/conditions are covered on expiry of the duration shown against each, provided the policy is continuously renewed with the Company without any break.

- 4.4 Permanent Exclusions:** Any medical expenses incurred for or arising out of:
  - 4.4.1** War, Invasion, Act of foreign enemy, War like operations, Nuclear weapons, Ionising Radiation, contamination by Radioactive material nuclear fuel or nuclear waste.
  - 4.4.2** Circumcision, cosmetic or aesthetic treatment, plastic surgery unless required to treat any injury or illness.
  - 4.4.3** Vaccination & Inoculation.
  - 4.4.4** Cost of braces, equipment or external prosthetic devices, non-durable implants, eyeglasses, Cost of spectacles and contact lenses, hearing aids including cochlear implants and durable medical equipments.
  - 4.4.5** All types of Dental treatments except arising out of an accident.
  - 4.4.6** Convalescence, general debility, 'Run-down' condition or rest cure, obesity treatment and its complications, congenital external disease/defects or anomalies, treatment relating to all psychiatric and psychosomatic disorders, dementia, Alzheimer's disease, infertility, sterility, use of intoxicating drugs/alcohol, use of tobacco leading to cancer.
  - 4.4.7** Bodily injury or sickness due to willful or deliberate exposure to danger (except in an attempt to save a human life), intentional self-inflicted injury, attempted suicide and arising out of non-adherence to any medical advice.
  - 4.4.8** Treatment of any Bodily injury sustained whilst or as a result of active participation in hazardous sports of any kind.
  - 4.4.9** Treatment of any Bodily injury sustained whilst or as a result of participating in any criminal act.

- 4.4.10** Sexually transmitted diseases, any condition directly or indirectly caused due to or associated with Human T-Cell Lymphotropic Virus Type III (HTLB-III) or Lymphotopathy 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.
- 4.4.11** Diagnostics, X-Ray or Laboratory examination not consistent with or incidental to the diagnosis of positive existence and treatment of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.
- 4.4.12** Vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending physician.
- 4.4.13** Treatment arising from or traceable to pregnancy, childbirth, miscarriage, abortion or complications of any of these including caesarean section, except abdominal operation for extra uterine pregnancy (Ectopic Pregnancy), which is proved by submission of Ultra Sonographic Report and Certification by Gynaecologist that it is life threatening one if left untreated.
- 4.4.14** Any Naturopathy Treatment.
- 4.4.15** Instruments used in treatment of Sleep Apnea Syndrome (C.P.A.P.) and Continuous Peritoneal Ambulatory Dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial Asthmatic condition.
- 4.4.16** Genetic disorders and stem cell implantation / surgery.
- 4.4.17** Any Domiciliary Hospitalization/ Treatment.
- 4.4.18** Treatment taken outside India.
- 4.4.19** Experimental and Unproven treatment (not recognized by Indian Medical Council).
- 4.4.20** Change of treatment from one system of medicine to another unless recommended by the Consultant / Hospital under whom the treatment is taken.

- 4.4.21** All non-medical expenses including convenience items for personal comfort such as telephone, television, Ayah, Private Nursing / Barber or beauty services, diet charges, baby food, cosmetics, tissue paper, diapers, sanitary pads, toiletry items and similar incidental expenses.
- 4.4.22** Service charges or any other charges levied by hospital, except registration/admission charges.

## **5.0 CONDITIONS:**

- 5.1 Contract:** The proposal form, declaration, Pre acceptance Health check-up and the policy issued shall constitute the complete contract of insurance.
- 5.2 Communication:** Every notice or communication to be given or made under this Policy other than that relating to the claim shall be delivered in writing at the address of the policy issuing office as shown in the schedule. The claim shall be reported to the TPA appointed for providing claim services as per the procedure mentioned in the guidelines circulated by the TPA to the policyholders. In case TPA services are not availed then claim shall be reported to the policy issuing office only.
- 5.3 Premium Payment:** The premium payable under this policy shall be paid in full and in advance. No receipt for 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 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 admission of any liability by the Company to make any payment under the Policy. No waiver of any terms, provisions, conditions and endorsement of this policy shall be valid unless made in writing and signed by an authorized official of the Company.

- 5.4 Physical Examination:** Any Medical Practitioner authorized by the TPA / Company shall be allowed to examine the Insured Person in case of any alleged disease/illness/injury requiring Hospitalization. Non co-operation by the Insured Person will result into rejection of his/her claim
- 5.5 Fraud, Misrepresentation, Concealment:** The policy shall be null and void and no benefits shall be payable in the event of misrepresentation, misdescription or nondisclosure of any material fact/particulars if such claim be in any manner fraudulent or supported by any fraudulent means or device whether by the Insured Person or by any other person acting on his/her behalf.
- 5.6 Contribution:** If at the time when any claim arises under this policy, there is in existence any other insurance (other than Cancer Insurance Policy in collaboration with Indian Cancer Society/ Cancer Patient Aid Association), whether it be effected by or on behalf of any Insured Person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the Company shall not be liable to pay or contribute more than its ratable proportion of any loss, liability, compensation, costs or expenses. The benefits under this Policy shall be in excess of the benefits available under Cancer Insurance Policy as indicated above.
- 5.7 Cancellation Clause:** The Company may at any time cancel this Policy by sending the Insured 30 days notice by registered letter at the Insured's last known address and in such event the Company shall refund to the Insured a pro-rata premium for un-expired Period of Insurance. The Company shall however, remain liable for any claim, which arose prior to the date of cancellation. 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 scale of rate only (table given here below) provided no claim has occurred up to the date of cancellation.

<u>Period On Risk</u>	<u>Rate Of Premium To Be Charged</u>
Up to one-month	1/4th of the annual rate
Up to three months	1/2 of the annual rate
Up to six months	3/4th of the annual rate
Exceeding six months	Full annual rate

- 5.8 Free Look Period:** The insured additionally to have 10days free look period to cancel the policy and premium is returned without interest.
- 5.9 Disclaimer of Claim:** If The TPA / Company shall disclaim liability to the Insured for any claim hereunder and if the insured shall not, within 12 calendar months from the date or receipt of the notice of such disclaimer, notify the TPA / 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.
- 5.10** All medical/surgical treatment under this policy shall have to be taken in India.
- 5.11 Cumulative Bonus:** The Cumulative bonus (CB) is allowed when a policy is renewed after a claim free year at the rate of 5% of the expiring sum insured. CB will be limited to a maximum of 30% . Renewals from other companies will not b eligible for Cumulative Bonus and will be treated as fresh insurance.

In the event of claim, entire Cumulative Bonus will be withdrawn at the time of renewal, irrespective of the claim amount.

## 6.0 RENEWAL OF POLICY:

- (a) The Company sends renewal notice as a matter of courtesy. If the insured does not receive the renewal notice it will not amount to any deficiency of service.
- (b) The Company shall not be responsible or liable for non-renewal of the policy due to non-receipt /delayed receipt of renewal notice or due to any other reason whatsoever.

In the event of claim under the policy loading will be applicable on renewal as under :

Expiring Policy Status	Loading
<b>Policy with CB</b>	Nil.- <b>Only CB is withdrawn</b>
<b>Policy without CB</b>	25%
<b>Policy with 25% loading</b>	50%

In the event of claim free policy Cumulative Bonus(CB) will be applicable on renewal as under :

Expiring Policy Status	Cumulative Bonus (CB) Allowed
<b>Policy with CB</b>	5% <b>increase in CB Maximum</b> <b>30%</b>
<b>Policy without CB</b>	5%
<b>Policy with loading of 25% &amp; more</b>	<b>No CB allowed</b>

## 7.0 MEDICAL EXPENSES INCURRED UNDER TWO POLICY PERIODS:

If a claim spreads over two policy periods the total claim payable will not exceed the sum insured of the policy current at the time of the insured person's admission to the hospital.

## **8.0 COMPANY'S LIABILITY:**

The Company's liability in respect of all claims admitted during the period of Insurance shall not exceed the of sum insured and subject to Co Payment clause.

## **9.0 CO PAYMENT**

Insured has to bear 10% all the admissible claims.

## **10.0 COST OF HEALTH CHECK UP**

The Insured shall be entitled for reimbursement of cost of health check up undertaken once at the expiry of a block of every four continuous claim free years of New India's Policy. The reimbursement shall not exceed 1% of average sum insured, excluding cumulative bonus, for preceding four years.

## **11.0 NOTICE OF CLAIM:**

Preliminary notice of claim with particulars relating to Policy Number, name of insured person in respect of whom claim is to be made, nature of illness/injury and Name and Address of the attending Medical Practitioner/Hospital/Nursing Home should be given to the TPA within 10 days from the date of hospitalization in respect of reimbursement of claims.

Final claim along with hospital receipted original Bills/Cash memos, claim form and documents as listed in the claim form should be submitted to the TPA not later than 30 days of discharge from the hospital. The insured may also be required to give the Company/TPA such additional information and assistance as the Company/TPA may require in dealing with the claim.

**Waiver:** Waiver of period of intimation may be considered in extreme cases of hardships where it is proved to the satisfaction of the Company/TPA 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. This waiver cannot be claimed as a matter of right.

## **12.0 PROCEDURE FOR AVAILING CASHLESS ACCESS SERVICE**

Claims in respect of Cashless facility will be through the agreed list of Network Hospital / Nursing Home/Day Care Centre and is subject to pre-admission authorization. The TPA shall, upon getting the related medical information from the insured person /network provider, verify that the person is eligible to claim under the policy and after satisfying itself will issue a pre-authorization letter / guarantee of payment letter to the Hospital /Nursing Home/Day Care Centre mentioning the sum guaranteed as payable and also the ailment for which the person is seeking to be admitted as a patient. The TPA reserves the right to deny pre-authorization in case the insured person is unable to provide the relevant medical details as required by the TPA. The TPA will make it clear to the insured person that denial of Cashless facility is in no way construed to be denial of treatment. The insured person may obtain the treatment as per his /her treating doctors advice and later on submits the full claim papers to the TPA for reimbursement.

## **13.0 REPUDIATION OF CLAIMS**

TPA's are authorized to repudiate claims if they are not admissible as per the terms and conditions herein. The TPA shall mention the reasons for such repudiation in writing to the insured person. The insured person shall have right of appeal to the Company if he /she feels that the claim is wrongly repudiated. The Company's decision in this regard will be final and binding on TPA.

## **14.0 PAYMENT OF CLAIM**

All admissible claims shall be payable in Indian Currency only.

**15.0 PERIOD OF POLICY:** This insurance policy is issued for a maximum period of one year.