

1. Preamble

This is a contract of insurance between **Policyholder** and **Max Bupa Health Insurance Company Limited** which is subject to the payment of the full premium in advance and the terms, conditions and exclusions to this **Policy**. This **Policy** has been issued on the basis of the **Disclosure to Information Norms**, including the information provided by **Policyholder** in respect of the **Insured Person/s** in the Proposal and the **Information Summary Sheet**.

The Policyholder/ Insured Person shall on his expense, inform the Company immediately of any change in the address, nature of job, state of health, or of any other changes affecting him or any Insured Person.

Note: *The terms listed in Section 9 (Definitions & Interpretation) and used elsewhere in the Policy in Initial Capitals and Bold shall have the meaning set out against them in Section 9 wherever they appear in the Policy.*

For the purpose of this policy, the **Company** shall pay a lumpsum amount to the **Insured Person** up to the Sum Insured as specified in the **Certificate of Insurance**.

2. Benefits available under the Policy

- a. The Benefits available under this **Policy** are described below.
- b. The **Policy** covers the **Insured Person** during the **Policy/ Coverage Period** for the listed Critical Illness, provided it occurs, manifests or diagnosed itself during the **Policy/ Coverage Period** as a first incidence and the **Insured Person** survives the defined **Survival Period**.
- c. We will not make payment under this Policy in respect of an insured person and for any and all policy periods more than once in the insured person's lifetime. In any policy period claim can be triggered for one life only except in co-applicants/ spouse option wherein claim can be triggered for both the lives in the same policy period.
- d. The Benefits listed in the sections below will be payable subject to the terms, conditions and exclusions of this **Policy** and the availability of the **Sum Insured** and any limits specified in the **Policy Schedule/ Certificate of Insurance** as applicable under the Plan in force
- e. All claims for any benefits under the **Policy** must be made in accordance with the process defined under Section 6 (Claim process & Requirements).

2.1 Critical illness Cover

This cover is subject to the following condition:

- a. The diagnosis of a **Critical illness** must be verified by a **Medical Practitioner**.

For the purpose of this Policy, 'Critical Illness' means the following illnesses;

1. Cancer of Specified Severity

- I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.
- II. The following are excluded –
 - i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behaviour, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.

- ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
- iii. Malignant melanoma that has not caused invasion beyond the epidermis;
- iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
- v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
- vi. Chronic lymphocytic leukaemia less than RAI stage 3
- vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
- viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or be low and with mitotic count of less than or equal to 5/50 HPFs;
- ix. All tumors in the presence of HIV infection.

2. Myocardial Infarction

(First Heart Attack of specific severity)

- I. The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:
 - i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
 - ii. New characteristic electrocardiogram changes
 - iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.
- II. The following are excluded:
 - i. Other acute Coronary Syndromes
 - ii. Any type of angina pectoris
 - iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

3. Open Chest CABG

- I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.
- II. The following are excluded:
 - i. Angioplasty and/or any other intra-arterial procedures

4. Open Heart Replacement or Repair of Heart Valves

- I. The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

5. Coma of Specified Severity

- I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
 - i. no response to external stimuli continuously for at least 96 hours;
 - ii. life support measures are necessary to sustain life; and
 - iii. Permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.
- II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded

6. Kidney Failure requiring Regular Dialysis

- I. End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (haemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner

7. Stroke resulting in Permanent Symptoms

- I. Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.
- II. The following are excluded:
 - i. Transient ischemic attacks (TIA)
 - ii. Traumatic injury of the brain
 - iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

8. Major Organ /Bone Marrow Transplant

- I. The actual undergoing of a transplant of:
 - i. One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
 - ii. Human bone marrow using haematopoietic stem cells. The undergoing of a transplant has to be confirmed by a specialist medical practitioner.
- II. The following are excluded:
 - i. Other stem-cell transplants
 - ii. Where only islets of langerhans are transplanted

9. Permanent Paralysis of Limbs

- I. Total and irreversible loss of use of two or more limbs as a result of injury or disease of the brain or spinal cord. A specialist medical practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

10. Motor Neuron Disease with Permanent Symptoms

- I. Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral

sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.

11. Multiple Sclerosis with Persisting Symptoms

- I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
 - i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
 - ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
- II. Other causes of neurological damage such as SLE and HIV are excluded.

12. Benign Brain Tumor

- I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.
- II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
 - i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
 - ii. Undergone surgical resection or radiation therapy to treat the brain tumor.
- III. The following conditions are excluded:
Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

13. Blindness

- I. Total, permanent and irreversible loss of all vision in both eyes as a result of illness or accident.
- II. The Blindness is evidenced by:
 - i. corrected visual acuity being 3/60 or less in both eyes or ;
 - ii. the field of vision being less than 10 degrees in both eyes.
- III. The diagnosis of blindness must be confirmed and must not be correctable by aids or surgical procedure

14. Deafness

- I. Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

15. End Stage Lung Failure

- I. End stage lung disease, causing chronic respiratory failure, as confirmed and evidenced by all of the following:
 - i. FEV1 test results consistently less than 1 litre measured on 3 occasions 3 months apart; and

- ii. Requiring continuous permanent supplementary oxygen therapy for hypoxemia; and
- iii. Arterial blood gas analysis with partial oxygen pressure of 55mmHg or less (PaO₂ < 55mmHg); and
- iv. Dyspnea at rest.

16. End Stage Liver Failure

- I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
 - i. Permanent jaundice; and
 - ii. Ascites; and
 - iii. Hepatic encephalopathy.
- II. Liver failure secondary to drug or alcohol abuse is excluded.

17. Loss of Speech

- I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.
- II. All psychiatric related causes are excluded

18. Loss of Limbs

- I. The physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

19. Major Head Trauma

- I. Accidental head injury resulting in permanent Neurological deficit to be assessed no sooner than 3 months from the date of the accident. This diagnosis must be supported by unequivocal findings on Magnetic Resonance Imaging, Computerized Tomography, or other reliable imaging techniques. The accident must be caused solely and directly by accidental, violent, external and visible means and independently of all other causes.
- II. The Accidental Head injury must result in an inability to perform at least three (3) of the following Activities of Daily Living either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons. For the purpose of this benefit, the word "permanent" shall mean beyond the scope of recovery with current medical knowledge and technology.
- III. The Activities of Daily Living are:
 - i. Washing: the ability to wash in the bath or shower (including getting into and out of the bath or shower) or wash satisfactorily by other means;
 - 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 bed to an upright chair or wheelchair and vice versa;
 - iv. Mobility: the ability to move indoors from room to room on level surfaces;

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- v. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
 - vi. Feeding: the ability to feed oneself once food has been prepared and made available.
- IV. The following are excluded:
- i. Spinal cord injury;

20. Primary (Idiopathic) Pulmonary Hypertension

- I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Catheterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.
- II. The NYHA Classification of Cardiac Impairment are as follows:
 - i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
 - ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.
- III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

21. Third Degree Burns

- I. There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

22. Fulminant Viral Hepatitis

- I. A sub-massive to massive necrosis of the liver by any virus, leading precipitously to liver failure.

This diagnosis must be supported by all of the following:

- i. rapid decreasing of liver size; and
- ii. necrosis involving entire lobules, leaving only a collapsed reticular framework; and
- iii. rapid deterioration of liver function tests; and
- iv. deepening jaundice; and
- v. hepatic encephalopathy.

Acute Hepatitis infection or carrier status alone does not meet the diagnostic criteria

23. Aplastic Anemia

- I. Aplastic Anemia is chronic persistent bone marrow failure. A certified hematologist must make the diagnosis of severe irreversible aplastic anemia. There must be permanent bone marrow failure resulting in bone marrow cellularity of less than 25% and there must be two of the following:

- i. Absolute neutrophil count of less than 500/mm³
- ii. Platelets count less than 20,000/mm³
- iii. Reticulocyte count of less than 20,000/mm³

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The Insured Person must be receiving treatment for more than 3 consecutive months with frequent blood product transfusions, bone marrow stimulating agents, or immunosuppressive agents or the Insured Person has received a bone marrow or cord blood stem cell transplant. Temporary or reversible Aplastic Anemia is excluded and not covered under this Policy

24. Muscular Dystrophy

- I. Muscular Dystrophy is a disease of the muscle causing progressive and permanent weakening of certain muscle groups. The diagnosis of Muscular Dystrophy must be made by a consultant neurologist, and confirmed with the appropriate laboratory, biochemical, histological, and electromyography evidence. The disease must result in the permanent inability of the Insured Person to perform (whether aided or unaided) at least three (3) of the six (6) "Activities of Daily Living".

Activities of Daily Living are defined as:

- a. Washing : the ability to maintain an adequate level of cleanliness and personal hygiene
- b. Dressing : the ability to put on and take off all necessary garments, artificial limbs or other surgical appliances that are Medically Necessary
- c. Feeding : the ability to transfer food from a plate or bowl to the mouth once food has been prepared and made available
- d. Toileting : the ability to manage bowel and bladder function, maintaining an adequate and socially acceptable level of hygiene
- e. Mobility : the ability to move indoors from room to room on level surfaces at the normal place of residence
- f. 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

25. Bacterial Meningitis

- I. Bacterial meningitis is a bacterial infection of the meninges of the brain causing brain dysfunction. There must be an unequivocal diagnosis by a consultant physician of bacterial meningitis that must be proven on analysis and culture of the cerebrospinal fluid. There must also be permanent objective neurological deficit that is present on physical examination at least 3 months after the diagnosis of the meningitis infection.

3. Optional Benefits

Note: The following optional benefits shall be available to the insured person within the Policy Period only if the Insured Person is eligible to receive the benefits as specified in the Certificate of Insurance.

Optional Benefits will be payable subject to the terms, conditions and exclusions of this **Policy/ Certificate of Insurance** and any limits as applicable under the Plan in force for the **Insured Person** as specified in the **Certificate of Insurance**.

The Policyholder/ Insured Person can opt for section 3.1 and/ or any one out of 3.2 (Loan Protector), 3.3 (Loss of Job), 3.4 (Staggered Payment) of the optional benefits.

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All **Waiting Periods** under Section 4 and Permanent Exclusions under Section 5 shall apply to this section, unless specified otherwise in this **Policy**.

All claims for any benefits under this **Policy** must be made in accordance with the process defined under Section 6 (Claim process & Requirements).

3.1. Criticare Gain Option:

In consideration of additional premium received from the **Policyholder/ Insured Person**, it is hereby understood & agreed that, the base **Sum Insured** mentioned in the **Policy Schedule/ Certificate of Insurance** shall be increased automatically per annum by the percentage chosen, by the Insured Person and accepted by the Company and mentioned in the Certificate of Insurance, throughout the tenure of the Policy/ Coverage. It is hereby clarified that the increase every time would be computed on the base sum insured at which the Policy had been issued first time and not the increased SI in years succeeding the first year of the policy.

Conditions specific to this option-

- The **Sum Insured** shall be increased by a flat percentage for every completed year throughout the **Coverage Period**.
- At renewal the **Policyholder/ Insured Person** shall have an option to reinstate/ revise the Sum Insured by sending in writing the request for such Sum Insured revision. Any revision to Sum Insured shall always be subject to due underwriting by the Company and acceptance of risk by the Company in writing.

3.2. Loan Protector:

Subject to the Company accepting its liability against a claim under section 2.1 of this **Policy** and in consideration of additional premium received from the **Policy holder/Insured Person** at the time of issuance of the Policy, it is hereby understood & agreed that the **Company** shall, in addition to the Sum Insured for the insured person also pay any one of the following two amounts whichever is lesser:

1. The principle outstanding amount of the insured person in case of only one insured person being covered or 50% of the principle outstanding amount in case of two insured persons being covered under the Certificate of Insurance.
2. 50% of the **Base Sum Insured for that Insured Person** mentioned in the Certificate of Insurance,

The payout of the Loan Protector amount mentioned above shall be subject to all the following Conditions-

- Precondition: Claim under this cover is payable only when a claim under section 2.1 under this policy is payable.
- Company shall pay only the principle amount that should have been outstanding on the date of claim had the Insured Person/s been paying all EMI's in due time as per loan schedule. Any interest, penalty, any additional charges levied by the **Financer or Lender** or any past defaults by the **Insured Person** in payment of EMI including the principle amount leading to accumulation of the principle and/or the interest are **specifically excluded**.
- The **Insured Person** is required to submit the latest statement of loan account duly certified by the Financer/Lender along with all other documents required for claim assessment under Critical Illness cover as per Section 2.1.

3.3. Income Protector:

Subject to the Company accepting its liability against the claim under section 2.1 of this **Policy** and in consideration of additional premium received from the **Policy holder/ Insured Person** at the time of issuance of the Policy, it is hereby understood & agreed that in the event of **Insured Person** loses his job due to Critical Illness covered under this policy the **Company** shall, in addition to the Sum Insured also pay the amount as prescribed in the Policy Schedule/ Certificate

of Insurance upto specified number of months as specified in Policy Schedule/ Certificate of Insurance as income to the insured person.

Conditions specific to this option-

- Precondition: Claim under this cover is payable only when the claim under section 2.1 under this policy is payable.
- For eligibility under this cover the job of the **Insured Person** must be Permanent and not temporary or casual or seasonal or contractual or off roll and the **Insured Person** must be employed in that permanent job at the time of inception of the Policy and 90 days immediately following thereafter within the Policy period including the day of inception of the Policy.
- The **Insured Person** has to provide all the documentary evidences of such loss of Job
- The **Company** shall, in case it deems fit to do so, shall have the discretion to even pay all the specified monthly income benefits as mentioned in the **Policy Schedule/ Certificate of Insurance** in lumpsum instead of monthly.

Exclusion specific to this option-

- The Company shall not be liable to make any payment under this Section in event the **Insured Person** unemployment is a consequence of his Termination, dismissal, suspension because of his involvement in any act of dishonesty and/or fraud and/or poor performance on the part of the Insured Person and/or his willful violation of any rules of the employer and/or laws for the time being in force and/or any disciplinary action against him by the employer.
- The **Company** shall not be liable to make any payment under this Policy:
 - If the **Insured Person** is a Self employed persons during the entire Policy Period;
 - During the entire Policy Period in case of any claim relating to unemployment from such job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
 - In case of voluntary unemployment due to resignation during the entire Policy Period;
 - In case of unemployment at the time of inception of the Policy Period or unemployment arising within the first 90 days of inception of the **Policy Period** for any reason whatsoever including without limitation even if the **Insured Person** suffers **Critical Illness**.
 - In case of unemployment during the entire Policy Period from a job under which no salary or any remuneration is provided to the **Insured Person**
 - In case of suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority.
 - In case of unemployment during the entire Policy Period due to retirement whether voluntary or otherwise.
 - In case of any unemployment during the entire Policy Period due to non-confirmation of employment after or during such period under which the **Insured Person** was under probation.

3.4. Staggered payment Option:

Subject to the Company accepting its liability against the claim under section 2.1 of this **Policy** and in consideration of additional premium received from the **Policyholder/ Insured Person**, not withstanding anything contrary contained in the policy, it is hereby understood & agreed that, in the event of claim the **Company**, in addition to 100% of Sum Insured for the Insured Person as mentioned in the **Policy Schedule/ Certificate of Insurance** shall also pay equal to 10% of the **Sum Insured** per annum as benefit for next 5 years. This is the staggered payout which shall be calculated on the **Insured Person's Sum Insured** or on the increased sum insured if the Criticare Gain option is opted for.

Conditions specific to this option-

- Claim under this cover will be payable only when the claim under section 2.1 under this policy is payable

4. Waiting Periods

All the **Waiting Periods** shall be applicable individually for each **Insured Person** and claims shall be assessed accordingly. On **Renewal**, if an increased **Sum Insured** is applied, the **Waiting Periods** would apply afresh to the extent of the increase in **Sum Insured** only, subject to Underwriting Guidelines and in accordance with the existing Guidelines of the **IRDAI**

The **Company** shall not be liable to make any payment under this **Policy** for covered listed **Critical Illnesses** directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

4.1 Pre-existing Diseases:

All **Pre-existing Diseases** that occurs/ manifest or diagnosed during the **Policy/ Coverage Period** shall not be covered until such time of continuous coverage as specified in **Policy Schedule/ Certificate of Insurance** have elapsed since the inception of the **First Policy** with the **Company**.

4.2 Initial Waiting Period:

All the listed Critical Illnesses under the Policy, which occurs or manifests itself during the **Policy Period/ Coverage Period**, will be subject to a **Waiting Period** until such time of continuous coverage as specified in **Policy Schedule/ Certificate of Insurance** since the inception of the **First Policy** with the **Company**

4.3 Survival Period:

The benefit payment shall be subject to survival of the **Insured Person** for the duration as specified in **Policy Schedule/ Certificate of Insurance** post the first diagnosis of the Critical Illness

- The **Critical Illness** cover is not applicable in the event of Death of Insured Person during the **Survival Period** as specified in **Policy Schedule/ Certificate of Insurance** following diagnosis of Critical Illness
- If diagnosis takes place on or before the **Policy/ Coverage expiry date**, but the **Survival Period** expires after the **Policy/ Coverage expiry date**, the **Company** will pay a claim provided that the **Insured Person** survives duration as specified in **Policy Schedule/ Insurance Certificate** from the date of diagnosis.

5. Permanent Exclusions:

The **Company** shall not be liable to make any payment under this **Policy** for any **Critical Illness** directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following unless specifically mentioned elsewhere in the **Policy**.

5.1 Behavioral, Neurodevelopment and Neurodegenerative Disorders:

- Disorders of adult personality including gender related problems, gender change;
- Disorders of speech and language including stammering, dyslexia;

- c. All Neurodegenerative disorders including Dementia, Alzheimer's disease and Parkinson's disease;
- d. Other medical services for behavioral, neurodevelopment delays and disorders.

5.2 Alternative Treatments:

Any covered Critical Illnesses diagnosed and/or treated by Medical Practitioner who practices **Alternative Medicine**.

5.3 Conflict & Disaster:

Treatment for any injury or illness resulting directly or indirectly from nuclear, radiological emissions, war or war like situations (whether war is declared or not), rebellion (act of armed resistance to an established government or leader), acts of terrorism.

5.4 External Congenital Anomaly:

Screening, counseling or treatment related to **External Congenital Anomaly**.

5.5 Cosmetic and Reconstructive Surgery:

Any covered Critical Illnesses arising due to treatment undergone purely for cosmetic or psychological reasons to improve appearance.

5.6 Experimental/ Investigational or Unproven Treatment:

- a. Services including device, treatment, procedure or pharmacological regimens which are considered as experimental, investigational or unproven.
- b. Biodegradable (bioresorbable, bioabsorbable) polymer drug eluting stents will be considered as experimental and investigational for all purpose.

5.7 Hazardous Activities:

Any claim relating to **Hazardous Activities** unless declared in the Enrolment Form beforehand and agreed by the **Company**.

5.8 HIV, AIDS, and related complex:

Any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS), including any condition that is related to HIV or AIDS.

5.9 Mental and Psychiatric Conditions:

Treatment related to symptoms, complications and consequences of mental **Illness**, mood disorders, psychotic and non-psychotic disorders.

5.10 Reproductive medicine & other Maternity Expenses: Any Critical Illness arising out of , directly/ indirectly caused by, contributed to or aggravated by:

- a. Pregnancy or Child Birth
Pregnancy (including voluntary termination), miscarriage, maternity or child birth (including through caesarean section)
- b. Birth Control
Any type of contraception, sterilization, abortions, voluntary termination of pregnancy (except under **Maternity Expenses** for Medical Termination of Pregnancy (MTP) as governed by MTP Act 1971 under Section 2.7 above) or family planning;
- c. Assisted Reproduction
Infertility services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI, Gestational Surrogacy;
- d. Sexual disorder and Erectile Dysfunction.
Treatment of any sexual disorder including impotence (irrespective of the cause) and sex changes or gender reassignments or erectile dysfunction;

- e. Any costs or expenses related to pregnancy, complications arising from pregnancy or medical termination of pregnancy unless caused by an accident.

5.11 Sexually transmitted Infections & diseases:

Screening, prevention and treatment for sexually related infection or disease.

5.12 Substance related and Addictive Disorders:

Treatment and complications related to disorders of intoxication, dependence, abuse, and withdrawal caused by drugs and other substances such as alcohol, opioids or nicotine.

5.13 Traffic Offences & Unlawful Activity:

Any condition occurring either as a result of breach of law by the Insured Person with criminal intent.

5.14 Unrecognized Physician or Hospital:

- a. Treatment or **Medical Advice** provided by a **Medical Practitioner** not recognized by the Medical Council of India or by Central Council of Indian Medicine or by Central council of Homeopathy or by relevant authorities in the area or country where the treatment is taken.
- b. Treatment or **Medical Advice** related to one system of medicine provided by a **Medical Practitioner** of another system of medicine.
- c. Treatment provided by anyone with the same residence as an **Insured Person** or who is a member of the **Insured Person's** immediate family or relatives.
- d. Treatment provided by **Hospital** or health facility that is not recognized by the relevant authorities in India or any other country where treatment takes place.
- e. Treatment or services received in health hydros, nature cure clinics or any establishment that is not a recognized **Hospital** or healthcare facility.

6. Claims Process & Requirements:

The fulfillment of the terms and conditions of this **Policy** (including payment of full premium in advance by the due dates mentioned in the **Certificate of Insurance**) in so far 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 **Condition Precedent** to admission of the **Company's** liability under this **Policy**

6.1 Claims Notification:

- a. If the **Insured Person** is diagnosed / underwent a surgical procedure or any medical condition falling under purview of the definition of **Critical Illness** as mentioned in the Policy that may result in a claim, then the **Insured Person** must provide intimation to the **Company** immediately and in any event within 7 days of the aforesaid Illness/ condition/ surgical event or completion of **Survival Period** and which can be received from **Insured person** through various modes like email / telephone/ fax/ in person or may be via letter or any other suitable mode. Upon receipt of information the **Company** will register the claim under a unique claim number.
- b. The following details are to be provided at the time of intimation of Claim:
 - i. The **Policy** Number/Certificate Number,
 - ii. Name of the **Policyholder**;
 - iii. Employee No./ Member ID
 - iv. Name and address of the **Insured Person** in respect of whom the request is being made;
 - v. Nature of **Illness** or **Injury** and the treatment/**Surgery** taken;
 - vi. Name and address of the attending **Medical Practitioner** ;
 - vii. **Hospital** where treatment/**Surgery** was taken;
 - viii. Date of Occurrence of Insured Event or/and date of admission ;

- ix. Any other information that may be relevant to the **Illness/ Injury/ Hospitalization**.

6.2 Claims Administration:

Policyholder/ Insured Person's Duties at the time of Claim:

- a. The directions, advice and guidance of the treating **Medical Practitioner** shall be strictly followed. We shall not be obliged to make any payment that arises out of willful failure to comply with such directions, advice or guidance.
- b. The **Company** and its representatives must be permitted to inspect the medical and **Hospitalization** records pertaining to the **Insured Person's** treatment and to investigate the circumstances pertaining to the claim.
- c. The **Company** and its representatives must be given all reasonable co-operations in investigating the claim in order to assess its liability and quantum in respect of the claim.

It is hereby agreed and understood that no change in the **Medical Record** provided under the **Medical Advice** information, by the **Hospital** or the **Insured Person** to the **Company** or its **Service Provider** during the period of **Hospitalization** or after discharge by any means of request will be accepted by the **Company**. Any decision on request for acceptance of change will be at the discretion of the **Company**.

6.3 Claims Documentation:

The **Company** shall be provided with the following necessary information and documentation in respect of all claims at **Policyholder/ Insured Person's** expense within 30 days of the date of occurrence of an **Insured Event** or completion of Survival Period, at own expense to avail the Claim.

- a. Claim form duly completed and signed by the **Insured Person**.
Please provide mandatorily following information if applicable
 - i. Current diagnosis and date of diagnosis;
 - ii. Past history and first consultation details;
 - iii. Previous admission/**Surgery** if any.
- b. Age/Identity proof document of the Proposer.
 - i. Self attested copy of valid **Age** proof (passport / driving license / PAN card / class X certificate / birth certificate);
 - ii. Self attested copy of identity proof (passport / driving license / PAN card / voter identity card);
 - iii. Recent passport size photograph.
- c. Cancelled cheque/ bank statement / copy of passbook mentioning account holder's name, IFSC code and account number printed on it of **Insured Person** / nominee (in case of death of **Insured Person**).
- d. Original discharge summary.(if applicable)
- e. Additional documents required in case of **Surgery/Surgical Procedure** (If applicable)
 - i. Bar code sticker and invoice for implants and prosthesis (if used);
- f. Original final bill from **Hospital** with detailed break-up and paid receipt. (If applicable)
- g. Copy of death certificate (in case of demise of the **Insured Person**).
- h. For Medico-legal cases (MLC) or in case of **Accident** as may be applicable
 - i. MLC and First Information Report (FIR) copy duly attested by the concerned **Hospital** and police station respectively. (if applicable);
 - ii. Original self-narration of incident in absence of MLC/ FIR.
- i. Original laboratory investigation, diagnostic & pathological reports with supporting prescriptions.
- j. Original X-Ray/ MRI / ultrasound films and other radiological investigations.

*In the event of death of the **Insured Person** post the survival period, the immediate family member/relative of the **Insured Person** claiming on **Insured Person's** behalf must inform the **Company** in writing immediately and send a copy of all the required documents to prove the*

cause of death within 30 days of the death. **Company** upon acceptance of the admission of claim under the Policy shall make payment to the **Insured Person** or Nominee/legal heirs of the **Insured Person**, in case of the death of the **Insured Person** post the survival period.

6.4 Claims Documents applicable to Section 3.3:

In the event of a claim arising out of an Insured Event covered under Section 3.3 above, the Insured Person shall within thirty (30) days from the date of such severance from the employment, shall arrange for submission of the following documents to the Company:

1. Duly completed claim form;
2. Certificate from the employer of the **Insured Person** confirming the severance from employment the date of and the reasons for the same.

If these details are not provided in full or are insufficient for the **Company** to consider the request, the **Company** will request additional information or documentation in respect of that request.

6.5 Claims Assessment, Repudiation and Payment:

The **Company** shall be under no obligation to make any payment under this **Policy** unless it has been provided with the documentation and information which the **Company** have requested to establish the circumstances of the claim, its quantum or liability for it, and unless the **Insured Person** has complied with his obligations under this Policy

- a. At the **Company** discretion, it may investigate claims to determine the validity of a claim. All costs of investigation will be borne by the **Company** and all investigations will be carried out by those individuals/entities that are authorized by the **Company** in writing.
- b. The **Company** 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 shall include the receipt of the investigation report from **Company** investigator/representatives. In case of delay in payment, the **Company** 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 it.
- c. The **Company** shall not be liable to make any payment under this **Policy** in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent means whether by the **Insured Person** or by any other person acting on his behalf.
- d. If the **Company**, for any reasons to be recorded in writing and communicated to the **Policyholder/ Insured Person**, decide to reject a claim under the Policy, it shall do so within a period of 30 days from the receipt of last necessary information and documentation set out above
- e. In the unfortunate event of the **Insured Person** death, the **Company** will pay the Nominee named in the **Certificate of Insurance** or **Insured Person** legal heirs or legal representatives holding a valid succession certificate.
- f. Our total liability in aggregate of all claims under the Policy for a specific Insured Person shall not exceed the respective **Sum Insured** as specified in the **Certificate of Insurance** of that **Insured Person**

6.6 Delay in Claim Intimation:

If the claim is not notified to the **Company** within the stipulated time as mentioned in the above sections, then the **Company** shall be provided the reasons for the delay, in writing. The **Company** will condone such delay on merits where the delay has been proved to be for reasons beyond the claimant's control.

7. Portability Option

If the **Insured Person** has exercised the **Portability** Option at the time of **Renewal** of **Policyholder's** Group **Criticare** policy to a suitable similar **Policy** or Individual health Insurance policy or a Family Floater policy with the **Company** by submitting application and the completed

Portability form with complete documentation at least 45 days before the expiry of **Insured Person** previous **Coverage Period**, then the **Insured Person** will be provided with credit gained for **Pre-existing Diseases** in terms of **Waiting Periods** and time bound exclusions up to the existing **Sum Insured** and cover subjected to Underwriting Guidelines and in accordance with the existing guidelines of the **IRDAI**.

8. General Terms and Conditions

8.1 Cancellation/Termination

- a. **Cancellation by Policyholder/ Insured Person: Policyholder/ Insured Person** may terminate this **Policy** by giving 30 days prior written notice to the **Company**. The **Company** shall cancel the **Policy** for the balance of the **Policy/Coverage Period** and refund the premium (exclusive of service tax) for the unexpired term as mentioned herein below, provided that no claim has been paid under the **Policy** by or on behalf of any **Insured Person**:

Timing of Cancellation	Refund %								
	Policy Term								
	1	1.5	2	2.5	3	3.5	4	4.5	5
Upto 30 days	75.0 %	80.0 %	85.0 %	87.5 %	90.0 %	92.5%	92.5%	95.0%	95.0%
31 to 90 days	50.0 %	65.0 %	70.0 %	75.0 %	80.0 %	85.0%	87.5%	87.5%	87.5%
3 to 6 months	25.0 %	50.0 %	60.0 %	65.0 %	67.5 %	70.0%	75.0%	75.0%	75.0%
6 to 12 months	0.0%	25.0 %	40.0 %	45.0 %	50.0 %	55.0%	60.0%	65.0%	65.0%
12 to 18 months		0.0%	15.0 %	30.0 %	37.5 %	45.0%	47.5%	50.0%	55.0%
18 to 24 months			0.0%	15.0 %	25.0 %	32.5%	37.5%	42.5%	47.5%
24 to 30 months				0.0%	12.5 %	20.0%	25.0%	35.0%	40.0%
30 to 36 months					0.0%	10.0%	17.5%	25.0%	32.5%
36 to 42 months						0.0 %	10.0 %	17.5 %	27.5 %
42 to 48 months							0.0%	12.5 %	20.0 %
48 to 54 months								0.0%	10.0 %
54 to 60 months									0.0%

b. Automatic Cancellation:

i. Individual Policy Coverage:

The **Policy** coverage shall automatically terminate in the event of death of the **Insured Person**.

ii. For Family Floater Policy Coverage

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

c. Cancellation by the Company:

The **Company** may terminate the Policy/ Coverage during the **Policy/Coverage Period** by sending 30 days prior written notice to Policyholder/ **Insured Person** address shown in the **Certificate of Insurance** without refund of premium (for cases other than non cooperation) if :

- i. **Insured Person** or any person acting on behalf of either has acted in a dishonest or fraudulent manner under or in relation to this **Policy**; and/or
- ii. **Insured Person** has not disclosed the Material Facts or misrepresented in relation to the **Policy**; and/or
- iii. **Insured Person** has not co-operated with the Company. In such cases, premium will be refunded on pro-rata basis provided that no claim has been paid under the **Policy** for any **Insured Person**.

For avoidance of doubt, it is clarified that no claims shall be admitted and/or paid by the **Company** during the notice period in case of cancellation by the Company.

d. Cancellation in case of Credit Linked Cases:

In addition to the above, in cases the policy is linked to the credit/ loan tenure, the coverage will continue till the end of loan tenure subject to maximum tenure of 5 years, closure of the loan or policy period whichever is earlier. The **Insured Person** shall inform the Company of such closure of the loan immediately in order to cancel the policy/ coverage.

8.2 Renewal of Policy

This **Policy** is **Renewable** for life however this **Policy** will automatically terminate at the end of the **Policy Period** or **Grace Period** and the **Company** is under no obligation to give intimation in this regard.

a. Grace Period

This Policy shall ordinarily be renewable for lifelong and subject to payment in advance of the total premium at the rate in force at the time of renewal and subject to the Policy is renewed within the Grace period of 30 days from date of Policy expiry. Unless renewed as herein provided, this Policy shall automatically terminate at the expiry of the period for which premium has already been paid

b. Renewal Promise:

Renewal of the **Policy** will not ordinarily be denied other than on grounds of moral hazard, misrepresentation or fraud or non-cooperation by the **Policyholder**.

8.3 Nomination

- a. **Insured Person** is mandatorily required at the inception of the **Policy**, to make a nomination for the purpose of payment of claims under the **Policy** in the event of **Insured Person** death.
- b. Any change of nomination shall be communicated to the **Company** in writing and such change shall be effective only when an endorsement on the **Policy** is made by the **Company**

8.4 Complete discharge

Payment made by the **Company** once to the Policyholder or adult **Insured Person** or the Nominee of the **Insured Person** or the legal representative of the **Insured Person**, as the case may be, of any benefit under this **Policy** shall in all cases be complete and construe as an effectual discharge in favour of the **Company** **except Loss of Job, if opted as Optional Cover, where the Company chooses to pay the EMI and not lumpsum.**

8.5 Assignment

The Loan Protector option under this Policy is assignable subject to applicable Law.

8.6 Records to be maintained:

As a **Condition Precedent**, the **Policyholder/ Insured Person** shall keep an accurate record containing all relevant medical records and shall allow the **Company** or its representative(s) to inspect such records. The **Policyholder/ Insured Person** shall furnish such information as we may require under this **Policy** at any time during the **Policy Period/ Coverage Period**.

8.7 Fraudulent claims

If a claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a claim, or if any fraudulent means or devices are used by the **Policyholder/Insured Person** or anyone acting on behalf of the **Policyholder/Insured Person** or any false or incorrect **Disclosure to Information Norms** to obtain any benefit under this **Policy**, then the **Company** may reserve the right to cancel the **Policy** and all benefits under the **Policy** shall be forfeited and all sums paid under this **Policy** shall be repaid to the **Company** by **Policyholder or/and Insured Person** who shall be jointly liable for such repayment.

8.8 Policy Disputes

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

8.9 Territorial Jurisdiction

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

8.10 Arbitration

- a. In event of any dispute between the Policyholder and the Company upon the quantum payable under this Policy such dispute shall, be referred to the Arbitration by three Arbitrators for resolution/decision. One Arbitrator each, of the three Arbitrators shall be appointed by both Policy Holder and the Company respectively and both the appointed Arbitrators shall appoint the third and the presiding Arbitrator. The two arbitrators respectively shall be appointed in writing by the Company and the Policyholder within 30 days after having been required so to do in writing by the other party. The arbitration process shall be subject to Arbitration and Conciliation Act, 1996, as amended from time to time.
- b. In case either the **Company** or the **Policyholder** refuses or fails to appoint an arbitrator within 30 days after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint a sole arbitrator.
- c. It is expressly stipulated and declared that it shall be a **Condition Precedent** to any right of action or suit upon this **Policy** that remedy of Arbitration is exhausted first.
- d. The venue of the arbitration proceedings shall be at the Company's Corporate Office which is currently situated at; B-1/I-2, Mohan Cooperative Industrial Estate, Mathura Road, New Delhi-110044.
- e. It is clearly agreed and understood that no difference or dispute shall be referred to arbitration as herein before provided if the **Company** has disputed or rejected liability under or in respect of this Policy.

8.11 Notices

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

- a. **Policyholder/Insured Person** at the address specified in the **Policy Schedule/Certificate of Insurance** or at the changed address of which the **Company** must receive written notice.
- b. The **Company** at the following address:

Max Bupa Health Insurance Company Limited

Group Criticare



B-1/I-2, Mohan Cooperative Industrial Estate
Mathura Road, New Delhi-110044
Fax No.: +91 11 30902010

- c. No insurance agents, brokers or other person/entity is authorized to receive any notice on the **Company's** behalf.
- d. In addition, the **Company** may send the **Policyholder/Insured Person** other information through electronic and telecommunications means with respect to the **Policy** from time to time.

8.12 Alteration to the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by the **Company**, which approval shall be evidenced by a written Endorsement signed and stamped by the **Company**.

8.13 Withdrawal of Product

This product or any variant/plan under the product may be withdrawn at **the Company's** option subject to change in regulations. In such a case the **Company** shall notify **Policyholder** of any such change at least 3 months prior to the date from which such withdrawal shall come into effect or as may be provided by the applicable law.

8.14 Customer Service and Grievances Redressal:

- a. In case of any query or complaint/grievance, **Policyholder/ Insured Person** may approach **Our** office at the following address:
Customer Services Department
Max Bupa Health Insurance Company Limited
B-1/I-2, Mohan Cooperative Industrial Estate
Mathura Road, New Delhi-110044
Customer Helpline No: 1860-500-8888
Fax No.: +91 11 30902010
Email ID: customercare@maxbupa.com
- b. In case the **Policyholder/ Insured Person** are not satisfied with the decision of the above office, or have not received any response within 10 days, he may contact the following official for resolution:
Head – Customer Services
Max Bupa Health Insurance Company Limited
B-1/I-2, Mohan Cooperative Industrial Estate
Mathura Road, New Delhi-110044
Customer Helpline No: 1860-500-8888
Fax No.: +91 11 30902010
Email ID: customercare@maxbupa.com
- c. In case the **Policyholder/ Insured Person** are not satisfied with **the Company's** decision/resolution, he may approach the Insurance Ombudsman at the addresses given in Annexure I.
- d. The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.
- e. As per applicable law, the complaint to the Ombudsman can be made only if the grievance
 - i. Has been rejected by the Grievance Redressal Machinery of the Company;
 - ii. Within a period of one year from the date of rejection by the Company;
 - iii. If it is not simultaneously under any litigation.

9. Definitions & Interpretation

For the purposes of interpretation and understanding of this **Policy**, the **Company** has defined, herein below some of the important words used in the **Policy** and for the remaining language and the words; they shall have the usual meaning as described in standard English language dictionaries. The words and expressions defined in the Insurance Act 1938, IRDA Act 1999, regulations notified by the **IRDAI** and circulars and guidelines issued by the **IRDAI** shall carry the meanings explained therein.

Note: *Where the context permits, the singular will be deemed to include the plural, one gender shall be deemed to include the other genders and references to any statute shall be deemed to refer to any replacement or amendment of that statute.*

- 9.1 **Accident or Accidental** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 9.2 **Age** means age at last birthday.
- 9.3 **Alternative Treatments** are forms of treatments other than allopathic treatment or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
- 9.4 **Base Sum Insured** means the amount stated in the **Schedule of Insurance Certificate**.
- 9.5 **Certificate of Insurance** means a certificate issued by the **Company**. The **Certificate of Insurance** contains details of the **Policyholder, Insured Persons** and the Benefits applicable under the **Policy**.
- 9.6 **Commencement Date** means the commencement date of this Policy as specified in the Policy Schedule/ Certificate of Insurance.
- 9.7 **Condition Precedent** shall mean a **Policy** term or condition upon which the Company's liability under the **Policy** is conditional upon.
- 9.8 **Congenital Anomaly** refers to a condition which is present since birth, and which is abnormal with reference to form, structure or position.
- Internal Congenital Anomaly: Congenital Anomaly which is not in the visible and accessible parts of the body.
 - External Congenital Anomaly: Congenital Anomaly which is in the visible and accessible parts of the body.
- 9.9 **Coverage Period** means the period commencing from Coverage start date and hour as specified in the **Certificate of Insurance** and terminating at midnight on the Coverage end date as specified in **Certificate of Insurance**.
- 9.10 **Critical Illness**, an illness, medical event or surgical procedure specifically defined in the scope of cover under the Policy
- 9.11 **Disclosure to Information Norm** means the **Policy** shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 9.12 **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.
- 9.13 **Endorsement** means written evidence of an agreed change in the **Policy/ Certificate of Insurance**.
- 9.14 **Equated Monthly Instalment (EMI)** is a fixed payment amount made by a borrower to a lender at a specified date each calendar month. The EMI under Loss of Job cover is the monthly instalment as per the loan schedule as on the date of commencement of coverage.
- 9.15 **Family Floater** means a **Policy** where the family members (Self & Spouse) named in the **Certificate of Insurance** are insured under this **Policy**. Only the following family members can be covered under this **Policy**:
- Insured Person**; and/or
 - Insured Person's** legally married spouse (for as long as they continue to be married);
- 9.16 **Financer/ Lender** mean a Financial Institution that lends money and has been mentioned as Financer/ lender in the Policy Schedule/ Certificate of Insurance.

- 9.17 **First Policy** means the **Policy Schedule/Certificate of Insurance** issued to the **Policyholder/Insured Person** at the time of inception of the **Coverage** mentioned in the **Policy Schedule/ Certificate of Insurance** with the **Company**.
- 9.18 **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.
- 9.19 **Hazardous activities** means engaging in speed contest or racing of any kind (other than on foot), professional or competitive sport, bungee jumping, parasailing, ballooning, parachuting, base jumping, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, snow and ice sports or involving a naval military or air force operation.
- 9.20 **Hospital (within India)** means any institution established for **Inpatient Care** and **Day Care Treatment of Illness** and / or **Injuries** and which has been registered as a **Hospital** with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
- has at least 10 **Inpatient** beds in towns having a population of less than 10,00,000 and at least 15 **Inpatient** beds in all other places;
 - has **Qualified Nursing** staff under its employment round the clock;
 - has qualified **Medical Practitioner (s)** in charge round the clock;
 - has a fully equipped operation theatre of its own where **Surgical Procedures** are carried out;
 - maintains daily records of patients and makes these accessible to the Insurance company's authorized personnel.
- 9.21 **Hospitalization or Hospitalized** means the admission in a **Hospital** for a minimum period of 24 **Inpatient Care** consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
- 9.22 **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.
- 9.23 **Information Summary Sheet** means the information and details provided to **the Company** or **Company's** representatives over the telephone for the purposes of applying for this **Policy** which has been recorded by **the Company** and confirmed by **Policyholder/Insured Person**.
- 9.24 **Illness** means sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment,
- 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
 - Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
 - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
 - it needs ongoing or long-term control or relief of symptoms
 - it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
 - it continues indefinitely
 - it recurs or is likely to recur
- 9.25 **Insured Event** means any event specifically mentioned as covered under this Policy.
- 9.26 **Insured Person/s** means person/s named as insured in the **Schedule of Insurance Certificate**.
- 9.27 **IRDAI** means the Insurance Regulatory and Development Authority of India.
- 9.28 **LASER & Light based Treatment** means a procedure that uses focused light emission or amplification for treatment of medical conditions.
- 9.29 **Material Fact** shall mean and include all important, essential and relevant information in the context of underwriting the risk to be covered by the Company.

- 9.30 **Medical Advice** means any consultation or advice from a **Medical Practitioner** including the issue of any prescription or repeat prescription.
- 9.31 **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 its scope and jurisdiction of license and shall not be;
- a. Insured Person
 - b. Close member of the family
- 9.32 **Medical Record** means the collection of information as submitted in claim documentation concerning a **Insured Person's Illness or Injury** that is created and maintained in the regular course of management, made by a **Medical Practitioner** s who has knowledge of the acts, events, opinions or diagnoses relating to the **Insured Person's Illness or Injury**, and made at or around the time indicated in the documentation.
- 9.33 **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.
- 9.34 **Notification of Claim** is the process of notifying a claim to the Company or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
- 9.35 **Nominee** means the person(s) nominated by the Insured Person to receive the insurance benefits under this Policy payable on the death of the Insured Person
- 9.36 **Off-label drug or treatment** means use of pharmaceutical drug for an unapproved indication or in an unapproved age group, dosage or route of administration.
- 9.37 **Plan** means the option of list of Critical Illnesses applicable to the Insured Person mentioned in the Policy Schedule
- 9.38 **Policy** means our contract of insurance with the Policyholder providing cover as detailed in this Policy terms and conditions, the proposal form, Policy Schedule/ Insurance Certificate, Information Summary Sheet , Endorsement/s, if any and Annexure, which form part of the contract and must be read together.
- 9.39 **Policyholder** means the entity or person named as such in the Policy Schedule
- 9.40 **Policy Period** is 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.
- 9.41 **Policy Year** means the period of one year commencing on the date of commencement specified in the **Policy Schedule/ Certificate of Insurance** or any anniversary thereof.
- 9.42 **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.
- 9.43 **Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for Pre-existing conditions and time bound exclusions if he/she chooses to switch from one Company to another.
- 9.44 **Renewal** defines 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 all **Waiting Periods**.
- 9.45 **Robotic Assisted Surgery** refers to a technology used to assist the surgeon in controlling operative field via a terminal and manipulates robotic surgical instruments via a control panel. The use of computers and robotics is intended to enhance dexterity to facilitate microscale operations
- 9.46 **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

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diseases, relief from suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

- 9.47 **Survival Period** means the period after an Insured Event that the Insured Person has to survive before a claim becomes valid.
- 9.48 **Unproven/Experimental treatment** means treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.
- 9.49 **Waiting Period** means a time-bound exclusion period related to condition(s) specified in the **Schedule of Insurance Certificate** or the **Policy** which shall be served before a claim related to such condition(s) becomes admissible.
- 9.50 **We/Our/Us** Means Max Bupa Health Insurance Company Limited.

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ANNEXURE I

SCHEDULE OF BENEFITS - CRITICAL ILLNESS

Sr. No.	Name of Critical Illness	Gold	Platinum
1	Cancer Of Specified Severity	✓	✓
2	Myocardial Infarction	✓	✓
3	Open Chest CABG	✓	✓
4	Open Heart Replacement Or Repair Of Heart Valves	✓	✓
5	Coma Of Specified Severity	✓	✓
6	Kidney Failure Requiring Regular Dialysis	✓	✓
7	Stroke Resulting In Permanent Symptoms	✓	✓
8	Major Organ /Bone Marrow Transplant	✓	✓
9	Permanent Paralysis Of Limbs	✓	✓
10	Motor Neuron Disease With Permanent Symptoms	✓	✓
11	Multiple Sclerosis With Persisting Symptoms	✓	✓
12	Benign Brain Tumor		✓
13	Blindness		✓
14	Deafness		✓
15	End Stage Lung Failure		✓
16	End Stage Liver Failure		✓
17	Loss Of Speech		✓
18	Loss Of Limbs		✓
19	Major Head Trauma		✓
20	Primary (Idiopathic) Pulmonary Hypertension		✓
21	Third Degree Burns		✓
22	Fulminant Viral Hepatitis		✓
23	Aplastic Anemia		✓
24	Muscular Dystrophy		✓
25	Bacterial Meningitis		✓

* We will not make payment under this Policy in respect of an insured person and for any and all policy periods more than once in the insured person's lifetime. In any policy period claim can be triggered for one life only except in co-applicants/ spouse option wherein claim can be triggered for both the lives in the same policy period.

ANNEXURE II**Names of Ombudsman and Addresses of Ombudsmen Centre's**

<p>Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, <u>AHMEDABAD-380 014.</u> Tel.:- 079-27545441/27546139 Fax : 079-27546142 Email: bimalokpal.ahmedabad@gbic.co.in</p>	<p>Shri Raj Kumar Srivastava, Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, <u>BHOPAL(M.P.)-462 003.</u> Tel.:- 0755-2769201/9202 Fax : 0755-2769203 Email: bimalokpal.bhopal@gbic.co.in</p>
<p>Shri B.N. Mishra, Office of the Insurance Ombudsman, 62, Forest Park, <u>BHUBANESHWAR-751 009.</u> Tel.:- 0674-2596455/2596003 Fax : 0674-2596429 Email: bimalokpal.bhubaneswar@gbic.co.in</p>	<p>Shri Manik Sonawane Office of the Insurance Ombudsman, S.C.O. No.101-103,2nd Floor, Batra Building, Sector 17-D, <u>CHANDIGARH-160 017.</u> Tel.:- 0172-2706468/2705861 Fax : 0172-2708274 Email: bimalokpal.chandigarh@gbic.co.in</p>
<p>Shri Virander Kumar, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, <u>CHENNAI-600 018.</u> Tel.:- 044-24333668 /24335284 Fax : 044-24333664 Email: bimalokpal.chennai@gbic.co.in</p>	<p>Smt. Sandhya Baliga, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, <u>NEW DELHI-110 002.</u> Tel.:- 011-23237539/23232481 Fax : 011-23230858 Email: bimalokpal.delhi@gbic.co.in</p>
<p>Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, <u>GUWAHATI-781 001 (ASSAM).</u> Tel.:- 0361-2132204/5 Fax : 0361-2732937 Email: bimalokpal.guwahati@gbic.co.in</p>	<p>Shri G.Rajeswara Rao, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, <u>HYDERABAD-500 004.</u> Tel : 040-65504123/23312122 Fax: 040-23376599 Email: bimalokpal.hyderabad@gbic.co.in</p>

<p>Shri P.K.Vijayakumar, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, <u>ERNAKULAM-682 015.</u> Tel : 0484-2358759/2359338 Fax : 0484-2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p>	<p>Shri K.B. Saha, Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4th Floor, C.R. Avenue, <u>KOLKATA-700 072.</u> Tel : 033-22124339/22124340 Fax : 033-22124341 Email: bimalokpal.kolkata@gbic.co.in</p>
<p>Shri N.P. Bhagat, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, <u>LUCKNOW-226 001.</u> Tel : 0522 -2231331/2231330 Fax : 0522-2231310 Email: bimalokpal.lucknow@gbic.co.in</p>	<p>Shri A.K. Dasgupta, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), <u>MUMBAI-400 054.</u> Tel : 022-26106928/26106552 Fax : 022-26106052 Email: bimalokpal.mumbai@gbic.co.in</p>
<p>Shri A.K. Jain, Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, <u>Jaipur – 302005</u> Tel : 0141-2740363 Email: bimalokpal.jaipur@gbic.co.in</p>	<p>Shri A.K. Sahoo, 2nd Floor, Jeevan Darshan, N.C. Kelkar Road, Narayan pet, <u>PUNE – 411030.</u> Tel: 020-32341320 Email: bimalokpal.pune@gbic.co.in</p>
<p>Shri M. Parshad, Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1st Phase, <u>Bengaluru – 560025.</u> Tel No: 080-22222049/22222048 Email: bimalokpal.bengaluru @gbic.co.in</p>	<p><u>OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL</u> Smt. Ramma Bhasin, Secretary General, Shri Y.R. Raigar, Secretary 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), MUMBAI – 400 054 Tel : 022-26106889/6671 Fax : 022-26106949 Email- inscoun@gbic.co.in</p>

IRDAI Regulation No 5: This Policy is subject to regulation 5 of IRDAI (Protection of Policyholder's Interests) Regulation, as amended from time to time.