

4. Exclusions

4.1 Waiting Period

- a. 30-Day waiting period
 - i) Claim for any Medical Expenses incurred for treatment of any Illness during the first 30 days of Policy Period Start Date shall not be admissible, except those Medical Expenses incurred as a result of an Injury.
 - ii) This exclusion shall not apply for subsequent Policy Years provided that there is no break in insurance cover for that Insured Person and that the Policy has been renewed with the Company for that Insured Person on time and for the same or lower Sum Insured.
- b. Specific waiting period
 - i) Any Claim for or arising out of any of the following Illnesses or Surgical Procedures shall not be admissible during the first 24 (twenty four) consecutive months of coverage of the Insured Person by the Company from the first Policy Period Start Date:
 - I. Arthritis (if non-infective), Osteoarthritis and Osteoporosis, Gout, Rheumatism and Spinal Disorders, Joint Replacement Surgery;
 - II. Benign ear, nose and throat (ENT) disorders and surgeries (including but not limited to Adenoidectomy, Mastoidectomy, Tonsillectomy and Tympanoplasty), Nasal Septum Deviation, Sinusitis and related disorders;
 - III. Benign Prostatic Hypertrophy;
 - IV. Cataract;
 - V. Dilatation and Curettage;
 - VI. Fissure/Fistula in anus, Hemorrhoids/Piles, Pilonidal Sinus, Gastric and Duodenal Ulcers;
 - VII. Surgery of Genito urinary system unless necessitated by malignancy;
 - VIII. All types of Hernia, Hydrocele;
 - IX. Hysterectomy for menorrhagia or fibromyoma or prolapse of uterus unless necessitated by malignancy;
 - X. Internal tumors, skin tumors, cysts, nodules, polyps including breast lumps (each of any kind) unless malignant;
 - XI. Kidney Stone/Ureteric Stone/Lithotripsy/Gall Bladder Stone;
 - XII. Myomectomy for fibroids;
 - XIII. Varicose veins and varicose ulcers
 - ii) If an Insured Person is suffering from any of the above Illnesses, conditions or Pre-existing Diseases at the time of commencement of first policy with the Company, any Claim in respect of that Illness, condition or Pre-existing Disease shall not be covered until the completion of 48 months of continuous insurance coverage with the Company from the first Policy Period Start Date.
- c. Pre-existing Disease: Claims will not be admissible for any Medical Expenses incurred as Hospitalization Expenses for diagnosis/treatment of any Pre-existing Disease until 48 months of continuous coverage has elapsed, since the inception of the first Policy with the Company.
- d. If the Sum Insured is enhanced on any renewal of this Policy, the waiting periods as defined above in Clauses 4.1(a), 4.1(b) and 4.1(c) shall be applicable afresh to the incremental amount of the Sum Insured only.
- e. If the Sum Insured is reduced on any renewal of this Policy, the credit for waiting periods as defined above in Clauses 4.1(a), 4.1(b) and 4.1(c) shall be restricted to the lowest Sum Insured under the previous Policy.
- f. The Waiting Periods as defined in Clauses 4.1(a), 4.1(b) and 4.1(c) shall be applicable individually for each Insured Person and Claims shall be assessed accordingly.

4.2 Portability

- a. If the Policyholder and/or Insured Person applies to the Company for a health insurance policy, provided that
 - i) The proposed Insured Person has to be covered without any break under any similar individual indemnity health insurance policy from any non-life insurance company registered with the IRDA or any similar group indemnity health insurance policy from the Company; and
 - ii) The Sum Insured opted for with the Company should be equal to or higher than the Sum Insured of the expiring health policy, then

The Waiting Periods as defined in Clauses 4.1(a), 4.1(b) and 4.1(c) of this Policy shall be reduced by the number of months of continuous coverage under such health insurance policy with the previous insurer to the extent of the

Sum Insured and the Eligible Cumulative Bonus under the expiring health insurance policy.

The Waiting Periods under Clauses 4.1(a), 4.1(b) and 4.1(c) shall be applicable afresh to the amount by which the Sum Insured under this Policy exceeds the total of sum insured and Eligible Cumulative Bonus under the terms of the expiring policy.

- b. The Waiting Periods as defined in Clauses 4.1(a), 4.1(b) and 4.1(c) shall be applicable individually for each Insured Person and Claims shall be assessed accordingly.
- c. Credit for the sum insured and the Eligible Cumulative Bonus of the expiring policy shall additionally be available as under:
 - i) If the Insured Person was covered on a Floater basis under the expiring policy and is proposed to be covered on a Floater basis with the Company, then the Eligible Cumulative Bonus to be carried forward for credit under this Policy would also be applied on a Floater basis only.
 - ii) In all other cases the Eligible Cumulative Bonus to be carried forward for credit in this Policy would be applied on an individual basis only.

For the purpose of this provision the "Eligible Cumulative Bonus" shall mean the additional sum insured and cumulative bonus which the Insured Person would have been eligible for, had the same policy been renewed with the same insurance company.

- d. In case the Policyholder has opted to switch to any other insurer under portability and the outcome of acceptance of the portability is awaited from the new insurer on the date of renewal:
 - i) The Company may at the request of the Policyholder, extend the Policy for a period not less than 1 month at an additional premium to be paid on a pro-rated basis.
 - ii) In case any Claim is reported during the extended Policy Period, the Policyholder shall first pay the premium so as to make the Policy Period of 12 full calendar months. The Company's liability for the payment of the Claim shall commence only once such premium is received. Alternately, the Company may deduct the premium payable by the Policyholder and pay the balance Claim amount, if any and issue Policy for the balance Policy Period.

Note: Portability provisions will apply even if the Insured Person migrates to any other health insurance policy.

4.3 Permanent Exclusions

- a. Any Claim in respect of any Insured Person for, arising out of or directly or indirectly due to any of the following shall not be admissible unless expressly stated to the contrary elsewhere in the Policy terms and conditions:
 - i) Any condition directly or indirectly caused by or associated with any sexually transmitted disease, including Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice and Trichomoniasis, Acquired Immuno Deficiency Syndrome (AIDS) whether or not arising out of HIV, Human T-Cell Lymphotropic Virus Type III (HTLV-III or HTLV-III) or Lymphadenopathy Associated Virus (LAV) or the mutants derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind.
 - ii) Any treatment arising from or traceable to pregnancy (including voluntary termination), miscarriage (unless due to an Accident), childbirth, maternity (including caesarian section), abortion or complications of any of these. This exclusion will not apply to ectopic pregnancy.
 - iii) Any treatment arising from or traceable to any fertility, infertility, sub fertility or assisted conception procedure or sterilization, birth control procedures, hormone replacement therapy, contraceptive supplies or services including complications arising due to supplying services or Assisted Reproductive Technology.
 - iv) Any dental treatment or surgery unless necessitated due to an Injury.
 - v) Treatment taken from anyone who is not a Medical Practitioner or from a Medical Practitioner who is practicing outside the discipline for which he is licensed or any kind of self-medication.
 - vi) Charges incurred in connection with cost of spectacles and contact lenses, hearing aids, routine eye and ear examinations, laser surgery for correction of refractory errors, dentures, artificial teeth and all other similar external appliances and/or devices whether for diagnosis or treatment.
 - vii) Experimental, investigational or unproven treatments which are not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness for which confinement is required at a Hospital. Any Illness or treatment which is a result or a consequence of undergoing such experimental or unproven treatment.
 - viii) Any expenses incurred on prosthesis, corrective devices, external durable medical equipment of any kind, like wheelchairs, walkers, belts, collars, caps,

- splints, braces, stockings of any kind, diabetic footwear, glucometer/thermometer, crutches, ambulatory devices, instruments used in treatment of sleep apnea syndrome (C.P.A.P) or continuous ambulatory peritoneal dialysis (C.A.P.D.) and oxygen concentrator for asthmatic condition, cost of cochlear implants.
- ix) Weight management services and treatment, services and supplies including treatment of obesity (including morbid obesity)
 - x) Any treatment related to sleep disorder or sleep apnea syndrome, general debility convalescence, cure, rest cure, health hydros, nature cure clinics, sanatorium treatment, Rehabilitation measures, private duty nursing, respite care, long-term nursing care, custodial care or any treatment in an establishment that is not a Hospital.
 - xi) Treatment of any Congenital Anomaly or Illness or defects or anomalies or treatment relating to birth defects.
 - xii) Treatment of mental illness, stress, psychiatric or psychological disorders.
 - xiii) Aesthetic treatment, cosmetic surgery or plastic surgery or related treatment of any description, including any complication arising from these treatments, other than as may be necessitated due to an Injury, cancer or burns.
 - xiv) Any treatment/surgery for change of sex or gender reassignments including any complication arising from these treatments.
 - xv) Circumcision unless necessary for treatment of an Illness or as may be necessitated due to an Accident.
 - xvi) All preventive care, vaccination, including inoculation and immunizations (except in case of post-bite treatment), vitamins and tonics.
 - xvii) Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health.
 - xviii) All expenses related to donor screening, treatment, including surgery to remove organs from the donor, in case of transplant surgery.
 - xix) Non-allopathic treatment.
 - xx) Any out-patient treatment.
 - xxi) Treatment received outside India.
 - xxii) Charges incurred at Hospital primarily for diagnostic, X-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any Illness or Injury, for which In-patient Care/ Day Care Treatment is required.
 - xxiii) War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
 - xxiv) Any Illness or Injury directly or indirectly resulting or arising from or occurring during commission of any breach of any law by the Insured Person with any criminal intent.
 - xxv) Act of self-destruction or self-inflicted Injury, attempted suicide or suicide while sane or insane or Illness or Injury attributable to consumption, use, misuse or abuse of tobacco, intoxicating drugs and alcohol or hallucinogens.
 - xxvi) Any charges incurred to procure any medical certificate, treatment or Illness related documents pertaining to any period of Hospitalization or Illness.
 - xxvii) Personal comfort and convenience items or services including but not limited to T.V. (wherever specifically charged separately), charges for access to telephone and telephone calls (wherever specifically charged separately), foodstuffs (except patient's diet), cosmetics, hygiene articles, body or baby care products and bath additive, barber or beauty service, guest service as well as similar incidental services and supplies.
 - xxviii) Stem Cell implantation, harvesting, storage or any kind of treatment using stem cells.
 - xxix) Expenses related to any kind of RMO charges, service charge, surcharge, admission fees, registration fees, night charges levied by the hospital under whatever head.
 - xxx) Any Hospitalization primarily for investigation and/or diagnosis purpose.
 - xxxi) Nuclear, chemical or biological attack or weapons, contributed to, caused by, resulting from or from any other cause or event contributing concurrently or in any other sequence to the loss, claim or expense. For the purpose of this exclusion:
 - I. Nuclear attack or weapons means the use of any nuclear weapon or device or waste or combustion of nuclear fuel or the emission, discharge, dispersal, release or escape of fissile/fusion material

emitting a level of radioactivity capable of causing any Illness, incapacitating disablement or death.

- II. Chemical attack or weapons means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing any Illness, incapacitating disablement or death.
 - III. Biological attack or weapons means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organisms and/or biologically produced toxins (including genetically modified organisms and chemically synthesized toxins) which are capable of causing any Illness, incapacitating disablement or death.
- In addition to the foregoing, any loss, claim or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, suppressing, minimizing or in any way relating to the above shall also be excluded.
- xxxii) Impairment of an Insured Person's intellectual faculties by abuse of stimulants or depressants.
 - xxxiii) Alopecia, wigs and/or toupee and all hair or hair fall treatment and products.
 - xxxiv) Any treatment taken in a clinic, rest home, convalescent home for the addicted, detoxification center, sanatorium, home for the aged, mentally disturbed, remodeling clinic or similar institutions.