

**ABSLI SURGICAL CARE RIDER**

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**Part A**

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**WELCOME LETTER | POLICY PREAMBLE | POLICY SCHEDULE**

As per the base policy contract

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**Part B**

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**GENERAL**

In this contract, "You" or "Your" will refer to the owner of this policy and "We", "Us", "Our", "insurer" or "the company" will refer to Aditya Birla Sun Life Insurance Company Limited, or any of its successors.

Please read this policy document carefully.

**DEFINITIONS**

**"Accident"** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.

**"Hospital"** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registrations 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 those towns having a population of less than 10,00,000 and 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 ABSLI's authorized personnel.

**"Hospitalization"** means admission in hospital for minimum period of 24 In patient care consecutive hours except for procedures / treatments mentioned under exclusions.

**"Illness"** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

**"Injury"** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a medical practitioner.

**"Medically Necessary"** treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner;
- must confirm to the professional standards widely accepted in international medical practice or by the medical community in India.

**"Medical Practitioner"** is a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. The medical practitioner should not be the insured or a close relative of the insured.

**"Pre-existing condition"** means any condition, ailment or injury or related condition(s) for which, prior to the policy issue date the Life Insured had signs or symptoms; and/or was diagnosed and/or has received medical advice or treatment within last 36 months.

**"Surgery / Surgical Procedure"** means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

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## Part C

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### RIDER PREMIUM PROVISIONS

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Your Policy Schedule shows the Rider Sum Assured, the Rider Term, the Annual Rider Premium and the Premium Paying Term.

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### RIDER BENEFIT PROVISIONS

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This rider forms part of the Policy Contract and shall be governed by policy terms and conditions to the extent applicable.

#### **Surgical Care Benefit**

The benefit amount is payable if the Life Insured is hospitalized for at least 24 hours and undergoes a medically necessary surgery while hospitalized. The hospitalization must occur while this rider is in effect and the benefit amount shall depend on whether the surgery is classified as a Major Surgery or Other Surgery.

- (a) Major Surgery  
Benefit amount shall be 10% of the rider sum assured in case the surgery directly involves the brain, the heart (including coronary arteries), the liver or a lung.
- (b) Other Surgery  
Benefit amount shall be 2% of the rider sum assured in case the surgery is not a Major Surgery as per (a) above.

#### **MULTIPLE CLAIMS**

The benefit amount shall be based on the surgery resulting in the highest claim amount in case more than one surgery is performed on the Life Insured during the same hospitalization.

You can claim multiple times under this rider while it is in effect and irrespective of any previous claims paid by us. However, in no circumstances shall we pay more than:

- 20% of the rider sum assured in any one policy year; and
- 100% of the rider sum assured during the rider term.

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## Part D

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### RIDER PROVISIONS

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#### **Free Look Period**

You have a free look period of 30 days from the date of receipt of the Policy, to review the terms and conditions of the Policy, in case You disagree with the terms & conditions of Your Policy, you have the option to return the original policy document to us for cancellation. We will refund the premium paid post receipt of written notice of cancellation (along with reasons thereof) together with the original Policy document from Your end. We may reduce the amount of the refund by proportionate risk premium for the period of cover and expenses incurred by us on medical examination, if any and stamp duty charges while issuing Your Policy in accordance with IRDAI

(Protection of Policyholders' Interests, Operations and Allied Matters of Insurers) Regulations, 2024.

#### **Termination of Rider Benefit**

This rider cannot be voluntarily terminated by You. The rider will terminate on the earliest of:

- the date total claims under this rider equals 100% of the rider sum assured; or
- the date the rider term ends; or
- the date the policy to which this rider is attached terminates; or
- the date the reinstatement period ends as per the premium discontinuance provision of base plan. No rider benefits shall be payable during the reinstatement period of such policies.

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## Part E

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Not Applicable.

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## Part F

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### GENERAL PROVISIONS

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#### **Assignment**

Allowed as per the provisions of Section 38 of the Insurance Act, 1938 and as amended from time to time.

For more details on the assignment, please refer to Annexure A of the base policy contract.

#### **Nomination**

Allowed as per the provisions of Section 39 of the Insurance Act, 1938 and as amended from time to time.

For more details on the nomination, please refer to Annexure B of the base policy contract.

#### **Exclusions**

You shall not be entitled to any benefits if the surgery is directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- Pre-existing Disease  
Pre-existing Disease means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement, whichever is later, or
  - b) For which medical advice or treatment was recommended by, or received from, a physician within 36 months prior to the effective date of the policy issued by the insurer or its reinstatement, whichever is later
- any pre-existing condition (disease, illness or injury) which manifested itself prior to the effective date of the rider or its latest revival date, whichever is later;
- any congenital condition, genetic disorders or birth defects;
- purely investigative procedure not resulting in any treatment or elective procedures or failure to seek medical advice;
- Any sexually transmitted diseases;
- attempted suicide or self-inflicted injury, irrespective of mental condition;
- participation in a criminal, unlawful or illegal activity;
- taking or absorbing, accidentally or otherwise, any intoxicating liquor, drug, narcotic, medicine, sedative or poison, except as prescribed by a registered medical practitioner acceptable to us;
- nuclear contamination, the radioactive, explosive or hazardous nature of nuclear fuel materials or

- property contaminated by nuclear fuel materials or accident arising from such nature;
- entering, exiting, operating, servicing, or being transported by any aerial device or conveyance except when on a commercial passenger airline on a regular scheduled passenger trip over its established passenger route;
- engaging in or taking part in professional sport(s) or any hazardous pursuits, including but not limited to, diving or riding or any kind of race, underwater activities involving the use of breathing apparatus or not, martial arts, hunting, mountaineering, parachuting, bungee jumping;
- war (whether declared or not), terrorism, invasion, act of foreign enemy, hostilities, civil war, martial law, rebellion, revolution, insurrection, military or usurper power, riot or civil commotion;
- circumcision, any cosmetic procedures or plastic surgery;
- pregnancy, childbirth or their complications, abortion, medical termination of pregnancy, infertility or sex change operation;
- organ donation as a donor;
- rehabilitation or convalescent care for a period beyond customary length of stay;
- dental treatment except if arising from an accident;
- non-allopathic treatment;
- study and treatment of sleep apnoea;
- deliberate exposure to exceptional danger, except in an attempt to save a human life;
- treatment taken outside India.
- Any surgery performed within 90 days from the start of coverage or the revival date.

#### **Excluded for first two policy years**

During the first two policy years, hospitalization for the following conditions/ procedures will not be admissible as a claim:

- Hernia repair;
- Corrective procedure for gall stones;
- Corrective procedure for kidney or urinary tract stones;
- Discectomy, Laminectomy;
- Hemi / Partial Thyroidectomy;
- Corrective procedure for anal fistula or anal fissure;
- Removal of uterus, fallopian tubes and/or ovaries, except for malignancy;

- Corrective procedure for fibroids, uterine prolapse, or dysfunctional uterine bleeding;
- Corrective procedures for Haemorrhoids;
- Cataract& joint replacement surgeries.

As per provisions of Section 45 of the Insurance Act, 1938 and as amended from time to time.

For more details on Section 45 of the Insurance Act, 1938 please refer to Annexure C of the base policy contract.

**Fraud and Misrepresentation**

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**Part G**

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As per the base policy contract

ABSLI SCR

Ver 03/Sep/2024

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