Adamjee Life



POLICY SCHEDULE

ADAMJEE LIFE HOSPITAL CASH-BACK PLAN (Accidents only)



Registered and supervised by the Securities and Exchange Commission of Pakistan.

DEFINITIONS

Unless the contrary appears from the context, the following words and phrases shall have the meanings assigned to them where they appear in this policy:

- a) POLICYHOLDER or YOU or YOUR. Policyholder or You or Your refers to the person applying for cover on the lives of the Insured Persons. An Insurable Interest has to exist between the Policyholder and the Insured Persons. In addition, if you are not the Main Insured Person you need to have been given permission by the Main Insured Person to take out a policy on the life of the Main Insured Person, Spouse or Children of the Main Insured Person or Spouse.
- PREMIUM PAYER. The Premium Payer is the person who has agreed to pay the periodic premium to the Company in respect of this Policy. If you are not the premium payer and the premium payer stops paying the premiums, then you must pay the premiums for cover to continue.
- c) INSURED PERSONS. The persons on whose lives the cover under this Policy is effected. This Policy may provide cover only in respect of a Main Insured Person and a Spouse or Child of the Main Insured Person where applied for by you in terms of this policy. No Spouse or Child will be covered unless nominated by you and listed in the Policy / benefit schedule. Persons who are not nominated in the Policy / benefit schedule will not be covered in terms of this policy. All nominations will remain in force until you notify the Company in writing of any change.
- d) MAIN INSURED PERSON. The person who has been accepted as the Main Insured Person in terms of this Policy.
- e) SPOUSE. Spouse means the person to whom the Main Insured Person is married. If a Main Insured Person is joined in marriage with 2 (two) or more persons then only the Spouse whom you have applied for and nominated in the Policy / benefit schedule as a Spouse will be covered, subject to the terms and conditions of this policy. Once a nomination has been made, it remains in force for as long as the Main Insured Person is married to his or her Spouse or until you notify the Company in writing of any changes. Marriage means a marriage in terms of Pakistani law.
- f) CHILD or CHILDREN. A Child means a Child of the Main Insured Person who is nominated as a Child in the Policy / benefit schedule by you, subject to the terms and conditions of this policy.
- g) **BENEFICIARY or NOMINATED BENEFICIARY.** Beneficiary or Nominated Beneficiary means the person or persons who has/have been nominated by you to receive the benefit on your death, provided you are the Main Insured Person.
- h) ACT OF TERRORISM. An act
 - whether involving violence or the use of force or not, or
 - the threat or the preparation thereof, of any person or group(s) of persons
 - whether acting alone or on behalf of or in connection with any organisation(s) or government(s) which appears to be intended to intimidate or influence a de jure de facto government or the public or a section of the public, or disrupt any segment of the economy; or
 - from its nature or context is done in connection with political, social, religious, ideological or similar causes or objectives.
- i) HAZARDOUS or PROFESSIONAL SPORTS / ACTIVITIES. Including but not limited to participation in the following sports on an income-earning basis or participating in the following sports more than once a month:
 - aviation sports, paragliding, underwater diving necessitating the use of an artificial breathing apparatus, hang-gliding, hunting, spear-fishing, rock-climbing or mountaineering necessitating the use of ropes and guides, motor boat racing, motor racing, motor-cycle racing, sky diving/parachuting, target shooting, parasailing, go-carting, drag-racing, rally driving, bungee jumping, winter sports involving snow or ice, or racing other than on foot.
- j) BENEFIT. The amount of benefit payable as stated in this Policy.
- k) INCEPTION DATE. The Inception Date, as set out in your Policy / benefit schedule, is the date from which the nominated Insured Persons are covered in terms of this policy.
- l) **ACCIDENT.** An uncertain future event which is caused solely and directly by violent, accidental, external, physical and visible means independently of any other cause.
- m) ADMISSION. Admission to a Hospital or Nursing Home for a period of at least 24 (twenty four) hours as a registered In-Patient on the recommendation of a registered Physician.
- n) **EVENT.** Hospitalisation as a result of an Accident.
- b) HOSPITAL CONFINEMENT. Confinement within a Hospital or Nursing Home as a Resident In-Patient for a period of at least 24 (twenty four) hours on the advice of and under the professional care and attendance of a qualified Physician.
- p) HOSPITAL & NURSING HOME. An establishment which meets the following requirements:
 - I. Holds a license as a hospital (if licensing is required in the state or governmental jurisdiction),
 - II. Operates primarily for the reception, care and treatment of sick, ailing or injured persons as inpatients,
 - III. Provides 24-hour-a-day nursing service by registered or graduate nurses, has a staff of one or more Physicians available at all times,
 - IV. Provides organised facilities for diagnosis and major surgical procedures,
 - V. Is not primarily a clinic, nursing, rest or convalescent home or similar establishment and is not, other than incidentally, a place for alcoholics or drug addicts; and

- VI. Maintains X-ray equipment and operation room facilities.
- q) MENTAL AND NERVOUS DISORDERS. All forms of mental illness and disability, including mental impairment and psychopathic disorders. This includes all forms of depression, major affective disorders, psychotic and neurotic conditions as well as all stress and anxiety related disorders.
- r) **RESIDENT IN-PATIENT.** Confinement as a resident bed patient which is objectively necessary for the medical care and/or diagnosis and/or treatment of Bodily Injury covered by this Policy and which medical care and/or diagnosis and/or treatment could not reasonably have been obtained as an out-patient.
- s) **PERIOD OF INSURANCE.** The period for which the premium is paid in advance.
- t) PHYSICIAN. A person legally licensed and duly qualified to practise medicine and surgery (other than the Policyholder, an Insured or a member of their family).
- u) PREMIUM DUE DATE. The date as stated in the Policy Schedule.
- v) **TREATMENT OR ADVICE.** Regular or routine examination by, or consultation with, a physician for the purpose of monitoring existing medical conditions
- w) WAITING PERIOD. The period from the Inception Date of the policy when no claim will be considered as a valid claim.
- x) TERRITORY. The territorial limits of the Islamic Republic of Pakistan including Azad Jammu and Kashmir

2. BASIS OF CONTRACT

This policy wording as amended from time to time, various administrative forms, application forms, Policy Schedule, declarations, authorisations, any voice-logged conversations pertaining to this Policy and agreements supplied by the Company shall form the basis of this insurance contract

3. STATUTORY FUND

For the purposes of section 16 of the Insurance Ordinance 2000, this policy and any Riders attached to it shall be referable to the Accident and Health Business Statutory Fund of the Company. The Company may by endorsement to the Policy change the Statutory Fund(s) to which the Policy and any Riders are referable.

4. SCOPE OF COVER

Cover under this Policy is limited to any Insured Person ordinarily resident in the Territory.

An Insured Person who is not a legal permanent resident of the Territory or who ordinarily resides outside of the Territory will not be covered in terms of this policy. Any person who spends more than six months outside the Territory during any twelve month period or continuously stays outside the Territory for a period of ninety days shall be deemed not to be ordinarily resident in the Territory.

5. FREE LOOK PERIOD

Where no claim has been instituted in terms of this Policy or where no right has accrued to you to institute a claim or receive any benefit in terms of the Policy, you may, within 14 (fourteen) days after the policy documentation has been sent by the Company, cancel the Policy by informing the Company of the cancellation and notifying the Company in writing of the cancellation of the policy.

All premiums paid during this 14 (fourteen) day review period shall be refunded by the Company, subject to the deduction of the cost of any medical examination incurred by the Company in connection with underwriting and issuing of the Policy.

6. NO PREMIUM NO COVER

This Policy shall not be effective until the first Premium due, as shown in the Policy Schedule, has been received in full and after the application has been approved and the Policy document issued by the Company.

7. DAILY HOSPITAL BENEFIT

If an Insured Person suffers any Hospital Confinement as a Resident In-Patient as a result of Accident and whilst the Policy is in full force, the Company shall, subject to the terms and conditions of this Policy, pay the Daily Benefit for each full day of Hospital Confinement as specified in the Policy Schedule, directly to the Main Insured Person up to a maximum of 180 (one hundred and eighty) days in total. No benefit will be payable in the event of an Insured Person being hospitalised before the Inception Date or hospitalised as a result of an Accident that occurred before the Inception Date.

The period of Hospital Confinement shall be calculated in accordance with the number of full days spent in a Hospital or Nursing Home as a Resident In-Patient as a result of an Accident. A full day is deemed to have been spent in the Hospital or Nursing Home if an Insured Person was a Resident In-patient at midnight on any day during the period of Hospital Confinement.

Benefits will be payable only for hospital admissions which, at the sole discretion of the Company, are medically necessary and where the hospital is sufficiently equipped for the purpose of the admission;

Each instalment of benefit shall be payable at the end of the period of Hospital Confinement or when 30 (thirty) days benefit is due, whichever is earlier.

8. MONEY-BACK BENEFIT

After every 5(five) years and whilst the Policy is in full force, the Company shall, subject to the terms of this Policy, pay the Main Insured Person a lump sum amount equal to 40% (forty per cent) of the last five annual premiums paid (excluding any Policy fees), provided that the Policy has been in place for a continuous period of 5 (five) years at the time the payout is due.

9. LIMITATIONS OF BENEFITS

Any person may not be included as an Insured Person for the benefits described in clause 7 in more than one policy underwritten by the Company.

An Insured Person is covered for a maximum of 180 (one hundred and eighty) days hospital confinement in total under this Policy.

In the event that a claim or claims are submitted for more than the maximum total benefit allowed as stated above, the amount payable by the Company will be limited to the maximum total benefit allowed.

All benefit payments are subject to the verification of the validity of any claim.

10 EXCLUSIONS – DAILY HOSPITAL

The Company will not be liable to pay a benefit if any claim arises directly or indirectly from:

- i. Wilful exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempt thereat;
- ii. A Insured Person engaging in:
 - combat duties, military exercises or any active service within any military, naval, air, police or correctional services body; or
 - the active duties of the provision of security or protection services to/for any organisation/individual; or acts of terrorism; or
 - labour disturbances, riot, strike or lock-out; or
 - hazardous or professional sports / activities more than once a month or on an income earning basis;
- ii. The use of nuclear, biological, chemical or explosive weapons or any radioactive contamination;
- iv. An Insured Person involved in an Accident while the Insured Person:
 - was driving any kind of vehicle while the alcohol content of his/her blood exceeds the level permitted by the law of the country where the Accident occurs;
 - had taken a drug, unless it is proved that the drug was taken in accordance with proper medical prescription and not for treatment of drug addiction.
- v. HIV (Human Immuno Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and ARC (Aids Related Complex) and/or any mutant derivative or variation thereof or any opportunistic infection, disease or malignant neoplasm directly or indirectly caused by or arising from or resulting from or contributed to by or traceable to or in any way whatsoever connected with or related to HIV, AIDS, or ARC
- vi. Hospital Confinement due to cosmetic surgery;
- vii. Hospital Confinement due to mental or nervous disorders or disease.
- viii. War, invasion, act of foreign enemy, hostilities or war like operations (whether war be declared or not) mutiny, riot, civil war, rebellion, revolution, insurrections, acts of terrorism, shelling, sniping, ambushes, murder, assault, and all acts of similar nature; or any period the insured is serving in the Armed Forces of any country whether in peace or war:
- ix. Congenital anomalies and conditions arising out of or resulting there from;
- x. Pre-existing conditions;
- xi. Any bodily injury which shall result in hernia;
- xii. Pregnancy, childbirth, abortion, miscarriage or any disease occurring in or in connection with the female organs or reproduction;
- xiii. General check-ups,
- xiv. Dental care or surgery;
- xv. Stay in sanatoriums for whatever reason or whatever treatment.

11. CLAIMS

Written notice of the claim must be given to the Company within (10) days after the occurrence or commencement of any loss covered by this Policy, or as soon thereafter is reasonable possible. Written notice of claim given by or on behalf of the Insured Person to the Company at its office specified on the face of the Basic Policy or to any authorized official of the Company with information sufficient to identify the Insured Person shall be deemed as notice to the Company.

Qualified medical advice shall be sought and followed promptly on the occurrence of any Accident and the Company Life shall not be liable for any claim which arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a physician.

All certificates, information and evidence required by the Company shall be furnished in the form prescribed and without expense to the Company. Insured Persons shall submit to medical examinations on behalf of and at the expense of the Company as often as shall be required in connection with any claim.

The Company shall be entitled to access any medical and hospital records in relation to an Insured Person's health and make copies of such records and the Insured Person shall sign the requisite consent to ease the claims process. If further claim investigation is necessary in order to form a more accurate and fair assessment of the disability, the Company reserves the right to delay payment until after such investigation is complete, subject to a maximum delay of 3 months.

Any receipt or discharge which you or your personal representatives or Beneficiary may give to the Company for any benefit paid under this policy shall be deemed as final and complete discharge of all liability of the Company in respect of that contingency resulting to the Insured Person in consequence of the hospitalisation whether resulting before or after the date of such receipt or discharge.

Accidental death and disability does not apply to hospital plans.

12. AGE

The Main Insured Person or Spouse or Children will be eligible for cover from the date of their 20th (twentieth) birthday, at the application date. Thereafter cover continues for life as long as the premium is paid. The Main Insured Person or Spouse will not be eligible to apply for cover from the date of their 55th (fifty fifth) birthday.

13. TERMINATION OF COVER

The cover provided by this policy will cease on the earlier of:

- You cancelling this policy and the cover provided; or
- Non-payment of any premium within 30 (thirty) days of the premium due date; or

- The death of the Main Insured Person, or
- The accumulated benefit amounts paid on the life of the Main Insured Person equals the full benefit, or
- The total number of days that an Insured is confined to hospital as a result of an Accident exceeds 180 (one hundred and eighty) days, or
- Your death

14. LIMITATION OF COMPANY'S LIABILITY

The Company will not be liable to make any payment unless the premium due in terms of this policy has been received, and the applicable documentation, data or medical evidence and satisfactory proof of a claim, as required by the Company has been provided to the Company at your, or if applicable the Nominated Beneficiary's or the appointed Executor's expense.

Payment by the Company of the benefits provided in the event of a valid claim in terms of this policy will be a full and effective discharge by the Company of its liability and obligations in terms of the policy.

Any receipt or discharge which you or your personal representatives or Beneficiary may give to the Company for any benefit paid under this policy shall be deemed as final and complete discharge of all liability of the Company in respect of that benefit payable under this Policy.

The Company shall have no liability whatsoever under this policy where any claim arises from, or is the result of any intentional contravention of any criminal law, whether legislative or at common-law (including fraud), by you or an Insured Person, or by anyone acting on your or an Insured Person's behalf or with your or an Insured Person's consent, or by any person claiming any benefit under this policy. All benefits afforded in terms of this policy in respect of such claim, and premiums paid in respect of such policy shall be forfeited, and this policy may be voided or cancelled as from the date of the criminal offence, at the Company's discretion.

15. COMPENSATION ON LATE SETTLEMENT OF CLAIMS

After having complied with all requirements, including the filing of necessary documents for the payment of a claim, you or the Beneficiaries, as the case maybe, shall be entitled to receive compensation in the event the Company delays making payment of any amount due under this Policy within ninety days of the later of the due date of the claim or the date on which you or the Beneficiaries comply with all the requirements for payment of the claim. The Company shall however not be liable to make payment of any compensation if it can prove that such delay was due to circumstances beyond its control.

The compensation shall be payable for the period during which the delay continues and shall be calculated at monthly rests at a rate of five per cent higher that the prevailing base rate (as defined under the provisions of the Insurance Ordinance 2000).

16. PREMIUMS

Premiums are payable as set out in the Policy Schedule. The Company will allow a grace period of thirty one days from the due date of any premium (except the first premium on inception of the policy), during which time the Policy shall remain in force. On the occurrence of any event due to which the Daily Hospital Benefit is payable during the grace period the Company will pay the Benefit as per clause 7 but will deduct all unpaid premiums from such payment.

If any due premium is not paid within the grace period then the Policy shall lapse and be forfeited without any amount being payable.

Any premiums paid after a Policy has lapsed shall be returned to you unless the Company agrees in writing to reinstate the Policy.

17. REINSTATEMENT

If the Policy has lapsed the Company may reinstate it subject to such terms and conditions and such charges as the Company may require.

18. CASH VALUE

This Policy has no Cash Value.

19. BENEFICIARIES

You may nominate a person as the Beneficiary in terms of this policy. The Beneficiary will receive the benefit on your hospitalisation if you are the Main Insured Person or in the event of the death of the Main Insured Person.

Once a Beneficiary nomination has been made, it remains in force until you inform the Company in writing of any change. If no beneficiary has been nominated, the benefit will be payable to your estate.

20. ASSIGNMENT

The policy is non-assignable

21. INCONTESTABILITY, MISSTATEMENT, MIS-DESCRIPTION AND NON-DISCLOSURE

Once this Policy has been in full force and effect for two years, it will not be called in question by the Company for any reason except wilful misstatement, mis-description and nondisclosure of material facts and fraud.

Misrepresentation, mis-description or non-disclosure of any material fact or circumstances in connection with this policy, a claim or the application for this policy may result in this policy being cancelled, a claim rejected or the policy being voided from inception.

In the event that a benefit has been paid as a result of any misrepresentation, non-disclosure, mis-description or fraudulent action by an Insured Person or by any person claiming any benefit under this policy, such person will be required to repay or return the benefit paid. The Company shall be entitled to take legal action to recover the benefit and any costs involved.

22. MISSTATEMENT OF SEX OR AGE

If the Insured Person's sex or age has been misstated, the benefits under this Policy may change. The amount payable will be as much as would have been purchased at the Insured Person's correct age and sex by the premium actually being paid.

23. CHANGE OF LAW

Should there be any changes in the law of taxation or in the event of any levy on the Company in respect of the Policy being imposed by or paid under statute or statutory authority, the Company may vary the benefits and conditions (or either of them) in such manner as the Company deems appropriate. Notice in writing of any such variation shall be sent to you at your address recorded by the Company.

24. CLERICAL ERROR

A clerical error by the Company shall not invalidate insurance otherwise validly in force, nor continue insurance otherwise not validly in force.

25. LAW

This policy shall be governed by and interpreted in accordance with the Law in the courts of the Islamic Republic of Pakistan.

26. NOTICES

The Company will issue Notices in accordance with the provisions of the Insurance Ordinance 2000.

27. JURISDICTION

All claims under the Policy shall be processed, settled and paid in Karachi and the entire cause of action shall be deemed to arise in Karachi. All proceedings in respect of any such claim shall be instituted in a competent Court in the city of Karachi.

28. NON-PARTICIPATION

The policy shall not participate in the surplus arising in the life fund of the Company.



Chief Executive Officer

STAMPS



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