

Name of the Insured

Policy #

Individual Hospitalization Policy

PART I

Preamble:

In consideration of the application for this Policy by the Policyholder named in the Schedule and, in consideration of the payment by the Policyholder of the agreed premium as they become due, TPL Life Insurance Limited hereinafter called the "TPL Life", agrees to pay with respect to the Insured Persons (hereinafter called "enrollee") named in the Schedule, in accordance with and subject to the terms and conditions and exclusions of this policy, the benefits described herein, if and when any such Insured Person becomes entitled thereto.

Conditions Precedent:

- i. Notwithstanding anything above, cover under this policy shall not commence until the premium, as stated in the schedule hereof, has been paid or guaranteed to be paid in the manner as stated in the schedule or as expressly agreed and stated therein.
- ii. No payment in respect of any premium shall be deemed to be payment to the TPL Life unless a printed form of receipt for the same, signed by an official of the TPL Life, shall have been given to the Policyholder.

Furthermore, the Policyholder hereby agrees to indemnify the TPL Life from and against any and all costs, losses and expenses incurred by the TPL Life as a consequence of any failure by the Policyholder and insured persons to discharge its responsibilities under this Policy.

PART II

1. Definition

For the purposes of this policy, the terms specified below shall have the meaning set forth:

"Accident" means an unexpected, unforeseen and undesirable event, especially one resulting in bodily injury.

"Bodily Injury" means any accidental physical bodily harm solely and directly caused by external, violent, visible and evident causes but does not include any sickness or disease.

"Company" means TPL LIFE INSURANCE LIMITED.

"Confirmation of Availability of Insurance" shall mean such confirmation, in such form, substance and manner specified by the company, which is provided to the insured and in which the insured shall confirm that he/she is entitled to insurance coverage under the Policy, and further, in which the Company shall confirm the issuance of this policy.

"Hospital" means any institution in Pakistan established for indoor care and treatment of sickness and injuries and which

- a) Has been registered either as a Hospital with the local authorities and is under the supervision of a registered and qualified Medical Practitioner or
- b) Should comply with minimum criteria as under:
 1. It should have at least 30 inpatient beds;
 2. It should have a fully equipped operation theatre of its own, whenever surgical operations are carried out;
 3. It should have fully qualified nursing staff under its employment round the clock; and
 4. A fully qualified Medical Practitioner(s) should be in-charge round the clock.

For the purpose of this definition, the term "Hospital" shall not include an establishment which is a place of rest, a place for the aged, a place for the treatment or detoxification of drug addicts or alcoholics, a hotel or any other like place. "Hospitalization" shall mean admission in any Hospital in Pakistan upon the written advice of a Medical Practitioner for a minimum period of 24 consecutive hours except in case of specified treatment, where the admission such hospital may be for a period of less than 24 hours. For the purpose of this definition, the term "specified treatment" means any treatment or cure for anyone.

"Illness" means sickness, disease first diagnosed during the period of insurance for which immediate treatment by a medical practitioner is necessary.

"Insured" means the individual(s) whose name(s) are specifically appearing as such in the schedule to this policy.

"Limit of Indemnity" means the sum stated in the schedule against the name of each insured, which sum represents the Company's annual maximum liability for any and all claims for that insured regardless of the number of claims made by the insured or on his/her behalf during the period of insurance.

"Medical Practitioner" means a person who holds a degree/diploma of a recognised institute and is registered by the Pakistan Medical and Dental Council. The term Medical Practitioner includes physicians, specialists, anaesthetists and surgeons.

"Medical Charges" means the necessary and reasonable charges incurred by the insured for the medical treatment of illness or Bodily Injury as an inpatient in a Hospital and includes the costs of stay in the Hospital, surgical treatment, treatment and care by medical staff, medical practitioner's fee, medicines and consumables as recommended by the insurance cover and specifically appearing in the Schedule to this Policy.

"Policy" means this policy booklet, including its schedules and any applicable endorsement. The policy contains details of the extent of cover available to the insured, the exclusions from the cover and the terms and conditions of the insurance provided.

"Post Hospitalization" means relevant medical expenses incurred during a period of upto 30 (thirty) days after hospitalization for an illness or bodily injury sustained and considered a part of a claim admissible under the policy.

"Pre-existing illness" means any condition including any illness or bodily injury (whether chronic, recurring or congenital condition(s) existing before the commencement of this policy, which is in the knowledge of the insured, whether or not the same has been treated, or for which medical advice diagnosis, care or treatment has been sought before the commencement of this policy. Any illness, complication or ailment arising out of or connected to the pre-existing illness shall also for the purposes of this policy be deemed to be a pre-existing illness.

"Pre-Hospitalization" means relevant medical expenses incurred during a period upto 30 (thirty) days prior to hospitalization for an illness or bodily injury sustained and considered a part of a claim admissible under the policy.

"Sum Insured" means the annual maximum specified coverage, as mentioned in the schedule to entitled to this policy that each insured is individually and all the insured members of the family as a group are entitled to in respect of benefit under this policy.

2. Scope of the cover

- 2.1 The company will indemnify, subject always to the limit of indemnity, the insured against;
 - 2.1.1 The medical charges incurred by the insured, as a result of a suffering illness or bodily injury during the period of insurance, which on the advice of a medical Practitioner requires hospitalization.
 - 2.1.2 Pre-Hospitalization medical charges incurred by the insured for a 30 days period immediately preceding the insured's admission to the hospital for the illness or bodily injury.
 - 2.1.3 Post-Hospitalization medical charges incurred by the insured for a 30 days period immediately succeeding the insured's discharged from the hospital for the illness or bodily injury, provided that the entire period as specified in (2.1.1 and 2.1.2) above fall within the period of insurance.

2.2 Notwithstanding anything contain herein, this policy shall not apply to any medical charges incurred by the insured in any place or geographical area other than in Pakistan, the company's indemnification liability under this policy shall not exceeds the sum insured per insured.

- 2.3 The following charges shall be reimbursable under the policy.
 - 2.3.1 Room, boarding expenses as provided by the hospital
 - 2.3.2 Nursing expenses
 - 2.3.3 Surgeon, anaesthetics, medical practitioner, consultant, specialist fees
 - 2.3.4 Anaesthesia, blood, oxygen, operation theatre charges, surgical appliances, medicines and drugs, diagnostic material and X-rays, dialysis, Chemotherapy, radiotherapy and cost of pace maker.

2.4 **Maternity Benefit:**
Maternity and its related expenses will be commenced after the first 10 months of the policy (waiting period) up to the maternity benefit limit, ONLY IF such benefit is offered and is mentioned in the schedule of the policy. However the waiting period will not be applicable in case of consecutive renewals of the policy (without any break).

- Coverage:**
- Coverage is available only up to the maternity benefit limit specified in the Policy Schedule.
 - Daily room and board charges per day, as specified in the Policy Schedule.
 - Hospital charges and obstetricians' fees for childbirth.
 - Operation theatre / Physicians/ Surgeons' charges for delivery and Surgery, (if required).
 - Prescribed medical supplies and services, (except special nursing services) during hospitalization.
 - Anesthesia except for painless delivery and administration thereof.
 - Blood transfusions, including cost of blood, provided, however, that if the Enrollee is confined as a registered bed-patient, benefits shall be paid hereunder only for charges incurred during the period for which benefits are payable.
 - Intensive care unit charges.
 - Pre & Postnatal expenses will be covered up to 10%, subject to availability of the Maternity Benefit Limit. Only prescribed medicines (by concerned Gynaecologist) will be covered under Post Natal expenses.

3. Policy related terms and conditions

- 3.1 When & how to claim - it is a condition precedent to the company's liability that upon the discovery or happening of any illness or bodily injury that may give rise to a claim under this policy the insured or (if the insured is incapacitated or a minor, then the policyholder) shall undertake the following:
 - 3.2 Claim Notification – The policyholder or the insured shall give immediate notice to the appointed company by calling the 24 hour telephone helpline number as specified in the health care provided to the insured under this policy and also in writing at the address shown in the schedule with particulars as below;

Policy number, name of the insured person availing treatment, policyholder's relation to the insured, nature of illness/injury, name and address of the attending medical practitioner/hospital and any other relevant information. The information need to be provided to the company immediately and prior to availing treatment and in any case within 48 hours failing which the company has the right to treat the claim as inadmissible or to pay a reduced amount as it may deem fit in its sole discretion.
 - 3.3 Prior Authorization – For cashless hospitalization, the insured must contact the company at least 48 hours before a planned hospitalization.
 - 3.4 Claim processing – The company requires the policyholder or the insured to deliver to the company at his/her own expense, within 30 days of the insured's discharge from hospital (for post-hospitalization expenses, completion of post hospitalization period or completion of treatment whichever is earlier), any and all information and documentation concerning the claim or the company's liability for it, including but not limited to:
 - 3.4.1 Duly filled claim form(s)
 - 3.4.2 Original bills, receipt and discharge certificate/card from the hospital/medical practitioner's original bills from chemist supported by proper prescription
 - 3.4.3 Original investigation test reports and payment receipts
 - 3.4.4 Medical practitioner's referral letter advising hospitalization in non-accident cases
 - 3.4.5 Any other documents as required by the company If so required by the company, the insured will have to submit to a medical examination by the company's own medical practitioner as often as the company considers necessary. In the event of insured's death, written notice accompanied by a copy of the report (if any) should be given to the company within 14 days regardless of whether any notice has been given to the company. In addition the insurers shall have the right to require an autopsy in case of the death.

4. Cashless hospitalization facility

The company shall also provide Wellness card to the insured under this policy to avail of cashless hospitalization facility. The insured can avail of cashless hospitalization facility under this policy at the time of admission into any hospital which has a tie-up with the company by production of this card subject to the terms and conditions for the usage of the card as communicated to the insured by the company. Cashless facility will not be available if treatment is taken in a hospital where the company does not have any tie-up to provide such facility.

5. Payment of claims

- 5.1 Any relapse of the illness or injury covered under the policy within 7 days of the date when the insured was last treated by the Medical Practitioner shall be deemed to the part of the same claim.
- 5.2 No indemnity is available for any period of less than 24 hours spent by the insured in a hospital except in the case of specified treatment.

PART III

Standard Terms and conditions:

1. Incontestability and duty of disclosure
The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statement or in the event of any misrepresentation or non-disclosure in respect of any material information provided by the insured in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the insured or any one acting on his behalf to obtain any benefit under this policy.
2. Reasonable care
The insured shall take all reasonable steps to safeguard against accidental loss or damage that may give rise to the claim.
3. Observance of terms and conditions
The due observance and fulfilment of the terms, conditions and endorsements of this policy in so far as

they relate to anything to be done or complied with by the insured, shall be a condition precedent to any liability of the company to make any payment under this policy.

4. No constructive notice

Any knowledge or information of any circumstances or condition in connection with the insured in possession of any official of the company shall not be considered as notice to or be held to bind or prejudicially affect the company notwithstanding subsequent acceptance of any premium.

5. Notice of charge etc.

The company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy, but the payment by the company to the insured or his legal representative of any compensation or benefit under the policy shall in all cases be an effectual discharge to the company.

6. Special Provision

Any special provisions subject to which this policy has been entered into and enforced in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

7. Overriding effect

The terms and conditions contained herein and in schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover mentioned in the schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions mentioned in the schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

8. Electronic Transactions

The insured agrees to adhere to and comply with all such terms and conditions as the company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the internet, world wide web, electronic data interchange, call centres, tele service operation (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the company, for and in respect of the policy or its terms, or the company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the company's terms and conditions for such facilities, as may be prescribed from time to time.

9. Duties of the insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the policy the insured shall:

- (i) Forthwith file/submit a claim form in accordance with "Claim Processing" Clause as provided in the schedule,
- (ii) Assist and not hinder or prevent the company or any of its agents in pursuance of their duties under 'Rights of the company on Happening of Loss' clause as provided in this part.

If the insured does not comply with the provisions of this clause or other obligations cast upon the insured under this policy, in terms of the other clauses referred to herein or in terms of the clauses in any of the policy documents, all benefits under the policy shall be forfeited, at the option of the company.

10. Subrogation

In the event of payment under this policy, the company shall be subrogated to all the insured's rights or recovery thereof against any person or organisation, and the insured shall execute and deliver instruments and papers necessary to secure such rights, the insured and any claimant under this policy shall at the expense of the company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the company, before or after insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the company shall be or would be subrogated.

11. Contribution

If at the time of the happening of any loss or damage covered by the policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether affected by the insured or not, then the company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

12. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured or anyone acting on his behalf to obtain any benefit under this policy, or if a claim is made and rejected and no court action or a suit is commenced within twelve months after such rejection or, in case of arbitration or taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this policy shall be forfeited.

13. Cancellation/termination

The company may at any time, cancel this policy, by giving 7 days' notice in writing by Registered post/acknowledge due post to the insured at his last known address in which case the company shall be liable to repay a rateable proportion of the premium for the unexpired term from the date of the cancellation. The insured may also give 7 days' notice in writing to the company, for the cancellation of this policy, in which case the company shall from the date of receipt of the notice cancel the policy and retain the premium for the period this policy has been in force at the Company's short period scales as mentioned herein below, provided that, no refund of premium shall be made if any claim has been made under policy by or on behalf of the insured.

PERIOD ON RISK	RATE OF PREMIUM RETAINED
Upto 1 month	25% of annual fee
Upto 3 month	50% of annual fee
Upto 6 month	75% of annual fee
Exceeding six months	Full annual rate

Note: In the event of any claim at any time TPL Life reserves the right to retain 100% of the annual premium

14. Cause of Action/Currency for payment

No claim shall be payable under the policy unless the cause of action arises in Pakistan. All claims shall be payable in Pakistan in Pak Rupees only.

15. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the insured and the company to be subject to Pakistan Law.

16. Arbitration clause

If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute / difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute / difference and the third arbitrator to be appointed by such two arbitrators.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as herein before provided, if the company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.

17. Renewal notice

The company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the fact contained in the proposal or declaration herein before mentioned and that nothing is known to the insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the company and signed by an authorised official of the company.

18. Notice

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, facsimile or e-mail to: In case of the insured, at the address specified in the schedule.

In case of the company:

TPL Life Insurance Limited

33-C, Shahbaz Commercial Area, Lane 4, Phase VI, DHA, Karachi.

19. Payment of liquidated damages on late settlement of claims

According to section 118 of Insurance Ordinance 2000, it is an implied term of every contract of insurance that where payment on a policy issued by an insurer becomes due and the person entitled thereto has complied with all the requirements, including the filing of complete papers, for claiming the payment, the insurer shall, if he fails to make the payment within a period of ninety days from the date on which the payment becomes due or the date on which the claimant complies with the requirements, whichever is later, pay as liquidated damages a sum calculated in the manner as specified in sub-section (2) on the amount so payable unless he proves that such failure was due to circumstances beyond his control.

Explanation: for the purposes of this sub-section, failure or delay by any person in making payment (including without limitation payment under a contract of reinsurance) to an insurer shall not constitute circumstances beyond the control of the insurer.

The liquidated damages shall be payable for the period during which the failure continues and shall be calculated at monthly rests at the rate five per cent higher than the prevailing base rate.

20. Exclusions

The following conditions and healthcare services are not covered by TPL Life under this Policy. In addition, any complications or subsequent treatment related to these exclusions are not covered.

- a. Pre-existing conditions subject to the following:
 - Pre-existing conditions will only be covered after 4 years of consecutive renewal of the policy (without any break).
- b. Pre-existing Maternity and its related expenses subject to the following.
 - Maternity and its related expenses will be commenced after the first 10 months of the policy (waiting period) ONLY IF such benefit is offered and is mentioned in the schedule of the policy. However the waiting period will not be applicable in case of consecutive renewals of the policy (without any break).
- c. Any birth defects or congenital illness.
- d. Any cosmetic treatment.
- e. Hospital admission for the purpose of conducting diagnostic tests that could be performed on the insured as an outpatient.
- f. Expenses arising from HIV or AIDS and related diseases.
- g. Self-inflicted injury, attempted suicide, alcohol or drug addiction and participation in hazardous sports.
- h. Costs of donor screening or treatment including surgery to remove organs from a donor in case of transplant surgery.
- i. Any illness contracted within 15 days of inception date of the Policy except those that are incurred as a result of Bodily Injury. This exclusion doesn't apply for subsequent renewals with the Company without a break.
- j. Any treatment taken as an out-patient i.e. routine medical check-up etc.
- k. Injury or treatment resulting from war, riots, strike, terrorism acts, nuclear weapon induced treatment.
- l. Pregnancy and childbirth related diseases and complication thereof, childbirth (including surgical delivery) if maternity benefit is not availed.
- m. All dental treatment or oral surgery apart from Emergency Accidental Dental Treatment.
- n. Tests or treatment relating to fertility, infertility, contraception or sterilization and any complication relating thereto.
- o. Psychotic mental or nervous disorders (including any neuroses and their physiological or psychosomatic manifestations) or sexual reassignment (whether or not for psychological reasons)
- p. Participation in or training for any dangerous or hazardous sports, pastime or competition or riding or driving in any form of race or competition or any professional sports.
- q. Ionizing radiation or contamination by radioactivity from any nuclear fuel or nuclear waste, from the process of nuclear fission or from any nuclear weapons material.
- r. Pet scan.
- s. Preventive treatment, Vaccinations, antiretroviral drugs, dietary supplements, vitamins and hormone replacement therapy.
- t. Optical and / or vision care.
- u. Expenses for treatment other than Allopathic.

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