

# Jubilee General Insurance Company Limited

## "HerCare"

(A WOMEN SPECIFIC CRITICAL ILLNESS POLICY)

Whereas the Insured has made a proposal to Jubilee General Insurance Company Limited (hereinafter referred to as the "Company") which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, the Company agrees, subject to the following terms, exclusions, definitions, limitations, and conditions, to make payment as is provided herein.

### **A OPERATIVE PART**

If the Insured is diagnosed as suffering from a Critical Illness which first occurs or manifests itself during the Policy Period, and if the Insured survives for a minimum of 30 days from the date of diagnosis, the Company shall pay a Critical Illness Benefit.

### **B DEFINITIONS**

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural or to the female wherever the context so permits:

**"Consultant"** means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, and acting within the scope of his license, expert in the field of medicine for which he carries the status of a consultant, and who is not related to the Insured by blood or marriage.

**"Critical Illness"** means an illness, sickness, disease, injury or a corrective measure as specified in Section C 1 of this Policy.

**"Congenital Disability"** means a birth defect as specified in Section CII of the policy.

**"Critical Illness Benefit"** means the amount specified in the Schedule, which is the maximum amount for which the Company may be liable to make payment for any Critical Illness.

**'Insured' or 'Covered Person'**, means the Policyholder, as defined herein, provided such coverage has been applied for and has been approved by the Company and is in force under the provisions of this policy.

**"Medical Second Opinion"** means International Medical Second opinion form MediGuide International, A world leading assistance provider.

**"Nominee"** means the person(s) who stands designated by the policy holder to receive the benefit under the policy on the death of the insured.

**"Physician"** means a qualified medical practitioner holding a valid and subsisting license, granted by the appropriate licensing authority, acting within the scope of his license, and who is not related to the Insured by blood or marriage.

**"Policy"** means the proposal, the Schedule, the Policy document and any endorsements attaching to or forming part thereof either on the effective date or during the Policy Period.

**'Policyholder'** means a person so named in the Schedule.

**"Policy Period"** means the date between the commencement date specified in the Schedule and, in respect of any Insured, the earlier of (a) the expiry date specified in the Schedule and (b) the occurrence of an event of Critical Illness.

**"Pre-existing Conditions"** means any illness or injury or related condition for which treatment, or medication, or advice, or diagnosis was sought or received prior to the commencement of this Policy for the Insured concerned OR which was known or reasonably should have been known to exist prior to the commencement of this Policy for the Insured or in respect

of which the need for treatment was foreseeable at inception of this Policy whether or not treatment or medication or advice or diagnosis had been sought or received.

**"Schedule"** means the Schedule, and any annexure to it, attached to and forming part of this Policy

## **C. COVERAGE**

### **I) Critical Illness**

#### **a) Breast Cancer**

The diagnosis by a Consultant oncologist of the presence of malignant tumor of breast characterized by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by Consultant pathologist

*Specific Exclusions:*

- I) Tumors, which are histologically described as pre malignant and Ductal /Lobular carcinoma in situ of the breast exceeding 25 % of the limit of Sum Assured.
- II) Breast Lumps e.g. fibro adenoma, fibrocystic diseases of breast etc.
- III) All hyperkeratosis or basal cells carcinomas, melanomas, squamous cell carcinoma, Kaposi's sarcoma and other tumors associated with HIV infections or AIDS of the skin.

#### **b) Fallopian Tube Cancer**

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumor or lesion of the Fallopian Tubes characterized by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by the Consultant pathologist

*Specific Exclusions:*

Carcinoma in situ (exceeding 25 % of the limit of Sum Assured), dysplasia, inflammatory masses, Hydatidiform mole, trophoblastic tumors

#### **c) Uterine/Cervical Cancer**

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumor or lesion of the uterine cervix/ uterine endometrium characterized by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue at the respective site microscopically confirmed by the Consultant pathologist

*Specific Exclusions:*

- I) Tumors showing the malignant changes of carcinoma in situ (exceeding 25 % of the limit of Sum Assured (including cervical dysplasia CIN-1, CIN-2, and CIN- 3);
- II) Squamous Intraepithelial Lesion (SIL)
- III) Fibroid, endometriosis, cystic lesions, Hyperplasia of any type presenting as tumors.
- IV) Hydatidiform mole, trophoblastic tumors

#### **d) Ovarian Cancer**

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumor or lesion of the ovary, characterized by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by the Consultant pathologist

*Specific Exclusions:*

- I) Non-cancerous (benign) ovarian masses including abscesses or infections, fibroids, cysts, polycystic ovaries, endometriosis-related masses,
- II) Hydatidiform mole, trophoblastic tumors.

#### **e) Vaginal Cancer**

The clinical diagnosis by a Consultant oncologist of the presence of malignant tumor or lesion of the vagina characterized by the uncontrollable growth and spread of malignant cells and the invasion and destruction of normal tissue microscopically confirmed by the Consultant

pathologist

*Specific Exclusions:*

Vulvar cancers/tumors

Vaginal /Vulvar granulomatous diseases

**f) Paralysis**

The diagnosis and certification by a Consultant neurologist of the Insured's complete and permanent loss of use of both arms or both legs or one arm and one leg, through paralysis of grade 0-2 of 6 motor power caused by disease or accidents, persisting for more than six months from the date of diagnosis.

**g) Burns**

Burns involving 40% or more of the body surface area (as calculated on rule of 9 for each area of body affected) OR

second or third degree burns caused by accidental thermal, electric, chemical burn injury.

*Specific exclusions:*

Radiation induced burns are specifically excluded.

**II) Congenital Disability Benefit (50% of Sum insured)**

An amount equal to 50% of the sum assured will be payable under the plan on the birth of the child with any one or more of the Congenital Disabilities listed below and the child survives 30 days from the date of diagnosis. This benefit will be available for first two children only and will not be available if the birth of the child occurs after the proposer attains the age of 40 years.

**a) Down's syndrome:** Diagnosis confirmed by chromosomal analysis showing trisomy 21 pattern (an extra chromosome), translocation (a breaking off of one chromosome and attaching to another), or mosaicism (some cells have 46 chromosomes and some have 47); resulting in genetic, physical, mental defects.

**b) Congenital cyanotic heart disease:**

Congenital heart diseases characterized by presence of cyanosis at birth due to any one or more of the following cardiac lesions.

- i. Tetralogy of Fallot
- ii. Transposition of great vessels
- iii. Total Anomalous pulmonary venous drainage
- iv. Truncus Arteriosus,
- v. Tricuspid Atresia,
- vi. Hypoplastic Left Heart Syndrome

**c) Tracheo-esophageal fistula:**

Fistula detected at birth due to developmental defect of either trachea and or esophagus, excluding any other cause for such a fistula

**d) Cleft Palate with or without cleft lip:**

The cleft in the soft or hard palate, partial or complete, unilateral or bilateral, which is due to developmental defect present at birth either as a single defect or with additional defect of cleft lip.

*Special Exclusions:* Cleft lip alone is specifically excluded.

**e) Spina bifida:**

Presence of developmental vertebral column defect resulting in incomplete closure of spinal column with meningocele / myelo-meningocele.

*Specific Exclusions:* Spina bifida occulta is specifically excluded.

*Special condition:* For a claim to be admissible under this section the member should also have conceived during the policy period.

Please note: The company's liability under I) and II) together would be restricted to the sum insured.

### **III) Medical Second Opinion (MSO): Utilization Procedure:**

Patient is diagnosed with a condition which is covered under Medical Second Opinion, MediGuide covers any Medical Condition.

- The member calls MediGuide' S local service center (111-11-2273) to establish eligibility and initiates the Medical Second Opinion service.
- Patient must sign a form consenting to the release of their medical records and details. The doctor will then prepare the relevant patient medical records for MediGuide.
- MediGuide will identify 3 medical centers available to provide the review and gives the names to the patient and doctor.
- Patient and doctor choose the medical center they wish to use for the Medical Second Opinion from the list of 3 provided. Within 10 business days of receipt of medical records, both the patient and/or doctor will receive a written review from the selected medical center of the original diagnosis and a proposed treatment plan, subject to data protection

#### **Conditions for Medical Second Opinion (MSO):**

MediGuide is able to review any medical Diagnosis with a MSO with the exception of the following circumstances:

1. No diagnosis
2. No evaluation by a treating physician for > 1 years
3. Condition is acute or life threatening (requires immediate medical intervention)
4. An in person evaluation is required (e.g. mental illness)

### **D EXCLUSIONS**

No payment will be made by the Company for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1 Any Pre-existing condition.
- 2 Any Critical Illness diagnosed within the first 90 days of the date of commencement of the Policy is excluded. This exclusion shall not apply to an Insured for whom coverage has been renewed, without a break, for subsequent years.
- 3 Any sexually transmitted diseases or any condition directly or indirectly caused by or associated with Human T-Cell Lymphotropic Virus type III (III LB III) or Lymphadenopathy Associated Virus (LAV) or the Mutants Derivative or Variations Deficiency Syndrome or any Syndrome or condition of a similar kind commonly referred to as AIDS.

- 4 Treatment arising from or traceable to pregnancy, childbirth postpartum complications including but not limited to caesarian section, birth defects and congenital anomalies. This exclusion does not apply to Section CII of the Policy.
- 5 Occupational diseases.
- 6 War, whether war be declared or not, invasion, act of foreign enemy, hostilities, civil war, insurrection, terrorism or terrorist acts or activities, rebellion, revolution, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion, martial law or loot, sack or pillage in connection therewith, confiscation or destruction by any government or public authority or any act or condition incidental to any of the above.
- 7 Naval or military operations of the armed forces or air force and participation in operations requiring the use of arms or which are ordered by military authorities for combating terrorists, rebels and the like.
- 8 Any natural peril (including but not limited to storm, tempest, avalanche, earthquake, volcanic eruptions, hurricane, or any other kind of natural hazard).
- 9 Radioactive contamination.
- 10 Consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill or any legal liability of any kind whatsoever.
- 11 Intentional self-injury, suicide, attempted suicide and/or the use or misuse of intoxicating drugs and/or alcohol.

## **E GENERAL CONDITIONS**

### **1. FREE LOOK PERIOD**

Policy Holder has a period of 15 days from the date of receipt of the policy document to review the terms and conditions of this Policy. If Policy Holder has any objections to any of the terms and conditions, Policy Holder has the option of cancelling the Policy stating the reasons for cancellation. If Policy Holder has not made any claim during the free look period, Policy Holder shall be entitled to refund of premium subject to, deduction of the Administrative charges and Government taxes expenses incurred by Company

### **2. PREMIUMS**

All Premiums are payable yearly in advance at the head office or the relevant branch of the Company. Failure to pay any premium on or before its due date shall constitute default hereunder.

The Policyholder shall also be responsible for the payment of the premium; the first premium on the start Date of policy will continue the policy for a term of twelve months. Thereafter, at the consent of the Company, this policy may be renewed from year to year, on such terms and conditions and on payment of such renewal premiums as the Company may determine. The Company reserves the right to decline to renew the policy.

For renewals, the company is under no obligation to notify you of the renewal date of the policy, however a Grace Period of 30 days is permissible and the policy will be considered as continues.

For renewals received after the completion of 30 days Grace Period, a new application should be submitted the company and it would be processed as a NEW Business Proposal.

### **3. EVIDENCE AND PAYMENT OF A CLAIM**

No benefit will be payable under Critical Illness unless the Policy Owner notifies the Company in writing within 90 days of the diagnosis of the Critical Illness.

The Company may require the Covered Person / claimant to sign any necessary consent form to allow the Company to receive the results of any medical examination and/or tests. Failure to provide the necessary consent will result in the immediate cancellation of any benefit under this Policy. In this event, there will be no refund of any Premiums paid prior to the cancellation of the Policy.

No claim will be paid unless satisfactory evidence is received by the Company that the Covered Person has suffered a Critical Illness or has died, as the case may be.

Before payment of a claim can be considered, the Company will require a completed claim form which the Company will supply and a report from the registered medical practitioner in charge of the case. Before any claim payment is made, the Company may also require title of the claimant and proof of age of the Covered Person.

In case of a Critical Illness claim, the Company may also require the Covered Person to be examined by a medical examiner to be appointed by the Company or ask for any other evidence the Company considers reasonable to consider the claim. Examples of the other evidence the Company may require are:

- Reports on tests or investigations carried out to make the diagnosis
- Reports from the Covered Person's medical practitioner
- Reports from any consultant, physicians or surgeons who the Covered Person has consulted
- A report from a consultant appointed by the Company confirming the diagnosis after the payment of the claim, the Policy shall be terminated and cannot be renewed.

Benefit will only be paid if payment of Premium has not been discontinued and there are no arrears of Premium under the Policy when the claim is received. The cost of all medical reports and other evidences would be borne by the Policy Holder.

### **4. NOMINEE**

The Policy holder may designate and change the nominee(s) under the Policy. The benefit assured under this Policy, in case of death, shall be payable in equal shares to the surviving nominee(s) if more than one have been designated, unless otherwise provided.

### **5. MISSTATEMENT OF AGE OR SEX:**

Any mis-statement of age or sex of the Insured shall be rectified by making an equitable adjustment to either the benefits and/or the Premiums under the Policy. Provided that if the age of the Insured at the Commencement Date is higher than the maximum entry age or lower than the minimum, at which the Company writes the Policy, then the Policy would be void from its inception at the discretion of the Company.

### **6. FRAUD**

If the Insured shall make or advance any claim knowing the same to be false or fraudulent and or found false or fraudulent as regards amount or otherwise, this Policy shall be void and all claims or payments hereunder shall be forfeited.

## **7. NOTIFICATIONS & DECLARATIONS**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be delivered to the address specified in the Schedule.

All notices and declarations for the attention of the Insured shall be posted and addressed to Insured's address as stated in the Schedule.

The Insured agree that the Insured shall also act on behalf of all Insured's as to:

The giving and receiving of any notice or declaration under or in respect of this Policy (including notice of cancellation), and The payment of premiums and the receipt of any return premium, and The acceptance of any endorsements to this Policy

## **8. NO PERSON OTHER THAN A PERSON NAMED AS AN INSURED SHALL BE COVERED UNDER THIS POLICY.**

Cover under this Policy shall be withdrawn from any person named as an Insured immediately upon delivering written notice of the same to the Company. The Insured agrees to and shall hold the Company harmless against any and all claims, costs and expenses that may result because of the incorrect or unintentional cancellation of this insurance in relation to any Insured.

Upon the occurrence of an event of Critical Illness and (subject to the terms, conditions and exclusions of this Policy) without prejudice to the Company's obligation to make payment, this Policy shall immediately cease to exist with reference to that Insured.

## **9. TAXATION AND LEGISLATION:**

9.1 The Company shall be entitled to make such deductions (of actual or estimated amounts) which, in the opinion of the Company, are appropriate from any of the benefits receivable under the Policy on account of any tax, duty, levy or other imposition which may from time to time be imposed by any legislation, order, regulation or otherwise upon the Company or upon the payees and for which the Company may be liable to account in respect of the provision of any of the aforesaid benefits to the payees.

9.2 In the event of any change in taxation becoming effective after the commencement date in relation either to the Company or the benefits referred to in 9.1 above in respect of which in the opinion of the Company a deduction by the Company should be permitted but which is not so permitted by these Conditions, such modification of these Conditions shall be made by the Company and notified to the person who in the opinion of the Company holds legal title to the Policy as the Company shall consider requisite to take account of such change

9.3 Should there be any change in the law or taxation practice affecting the Policy or the Fund or should the right of the Company to invest in assets of its own choosing be affected by legislation or otherwise or should there be a change in circumstances which in the opinion of the Company renders it impractical or impossible to give full effect to all of these Standard Policy Conditions, these Standard Policy Conditions and the benefits conferred by the Policy may be varied by the Company in such manner as the Company deems appropriate to enable these Conditions to take effect as nearly as possible

**10. ARBITRATION AND RECONCILIATION**

Any difference which may arise between the Company and the Policyholder and can not be settled amicably shall be settled by arbitration in accordance with the statutory provisions for the time being in force applicable thereto and the obtaining of an award shall be a condition precedent to any liability of the Company or any right of action against the Company.

**11. GOVERNING LAW**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Pakistan's law. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

**12. ENTIRE CONTRACT**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy.

**13. RENEWAL & CANCELLATION**

- a) We are not bound to accept any renewal premium or give notice that renewal is due. Under normal circumstances, renewal will not be refused except on the grounds of moral hazard of the insured.
- b) In case of Our own renewal a grace period of 30 days is permissible and the Policy will be considered as continuous. Any medical expenses incurred as a result of disease condition/ Accident contracted during the break period will not be admissible under the policy.
- c) We may cancel this insurance by giving You at least 30 days written notice, and if no claim has been made then We shall refund a pro-rata premium for the unexpired Policy Period. Under normal circumstances, policy will not be cancelled except for reasons of non-disclosure while proposing for insurance and /or lodging any fraudulent claim.
- e) You may cancel this insurance by giving Us at least 30 days written notice, and if no claim has been made then the We shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

Period on risk	Rate of premium to be retained by the Company
Up to 1 month	25% of premium
Up to 3 months	50% of premium
Up to 6 months	75% of premium
Exceeding 6 months	100% of premium

**14. CREDIT CARD/ONLINE PAYMENTS**

Coverage purchased by credit card is subject to validation and acceptance by the credit card company and the card issuing bank.

**15. TERRITORIAL LIMITS**

The Company's liability to make any payment shall be to make payment within Pakistan and in Pakistani Rupees only.



## **CUSTOMER SERVICE & GRIEVANCES REDDRESSAL:**

(i). In case of any query or complaint/grievance, Policy Holder may approach office at the following address:

Health Insurance Administration Office  
2<sup>nd</sup> Floor, PNSC Building,  
Lalazar, M.T Khan Road,  
Karachi 74000.

Phone: 021-3811 4000, 021-3565 7885-6

Facsimile: 021-35611349

E-mail: [customer.services@jubileehealth.com](mailto:customer.services@jubileehealth.com)

(ii). In case Policy Holder is not satisfied with the decision of the above office, or have not Received any response within 10 days, then Policy Holder may contact the following official for Resolution:

Jubilee General Insurance Company Limited (Formerly New Jubilee Insurance Company Limited)

2<sup>nd</sup> Floor, Jubilee Insurance House, I.I. Chundrigar Road,  
P.O.BOX 4795, Karachi – 74000, Pakistan  
UAN: (021) 111-654-111,  
Tel: 021- 38142900  
Fax: 021- 32416728, 32438738  
Email: [Info@jubileegeneral.com.pk](mailto:Info@jubileegeneral.com.pk)  
Website: [www.jubileegeneral.com.pk](http://www.jubileegeneral.com.pk) , <https://www.getinsurance.pk>