

# Liberty Group Personal Accident Policy

## Policy Wordings

### A : Conditions precedent to the contract

**Liberty General Insurance Limited** (hereinafter called the “Company”) will provide insurance cover to the Person/person(s) (hereinafter called the “Insured”) upon acceptance of the **Proposal** made, subject to the terms and conditions of the Policy and agreed premium paid within such time, before commencement of the risk under the proposal or within such period, as may be prescribed under the provisions of the Insurance Act, 1938, for the policy period stated in the **Schedule** or during any further period for which the Company may accept payment for the renewal or extension of this Policy. This Policy records the agreement between the Company (We) and the Insured (You), and sets out the terms of insurance and obligations of each party. The information furnished by the Insured (You) in the proposal form and the declaration signed by Insured (You) forms the basis of this contract. The coverage’s under this Policy, including the extension coverage’s, if any, has to be applied at the group level and member of the group does not have the liberty to choose the coverage other than available to the other members of the group.

The Policy, the Schedule and any Extension shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

### Part I: Definitions

The words or expressions defined below have specific meanings ascribed to them wherever they appear in this Policy. For purposes of this Policy, please note that references to the singular or masculine include references to the plural or to the female respectively.

1. **"Accident"** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **"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.
3. **"Nominee"** means the person named in the proposal or schedule to whom the benefit under the policy is nominated by the insured person.
4. **"Capital Sum Insured"** means the sum as specified in the Schedule to this Policy against the name of Insured / Insured Person, which sum represents the Company's maximum liability for any or all claims under the Accident benefit(s) during the Policy period against the respective benefit(s).

5. **“Cancellation”** defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.
6. **“Condition Precedent”** shall mean a policy term or condition upon which the Insurer’s liability under the policy is conditional upon
7. **“Disclosure to Information Norm”** - The Policy shall be void and all premium paid thereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
8. **“Entry age”** means the age of the Insured Person at the time of Commencement of the Policy. Minimum Entry age under this policy is 3 years.
9. **"Family"** means the Insured Person, his/her lawful spouse, his/her legitimate children, dependent parents and parent-in-laws.
10. **“Grace period”** means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received.
11. **“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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act, OR must comply with all minimum criteria as under:
  - has qualified nursing staff under its employment round the clock;
  - 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 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 will make these accessible to the Insurance Company’s authorized personnel.
12. **“Hospitalization”** means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
13. **“Insured / You”** means the employer or legally constituted group named in the Schedule who has concluded this Policy with Us.
14. **“Insured Person/s”** means the person(s) named in the Schedule to the Policy, who is/are Resident Indian/s and for whom the insurance is also proposed and appropriate premium paid.

15. **“Insured Event”** means an event, loss or damage anywhere in the world for which the Insured Person is entitled to benefit/s under the Policy.
16. **“Inpatient Care”** means treatment for which the insured person has to stay in a Hospital for more than 24 Hours for a covered event.
17. **“Medical practitioner”** means 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 term Medical Practitioner would include physician, specialist, anesthetist and surgeon but would exclude the insured and his/her Immediate Family. "Immediate Family would comprise of spouse, dependent children, brother(s), sister(s) and dependent parent(s) of the insured.
18. **“Medical Expenses”** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
19. **“Notification of Claim”** is the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication (Telephone, Courier, email etc.)
20. **“Occupation”** means Occupation of the Insured/Insured Person/s as mentioned in the Schedule to this Policy.
21. **“Outpatient treatment (OPD)”** is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
22. **“Policy period”** means the period between the inception date and the expiry date as specified in the Schedule to this Policy or the cancellation of this insurance, whichever is earlier.
23. **“Policy”** means this document of Policy describing the terms and conditions of this contract of insurance including the Company’s covering letter to the Insured if any, the Schedule attached to and forming part of this Policy, the Insured’s Proposal form and any applicable endorsement attaching to and forming part thereof either at inception or during the period of insurance.
24. **“Permanent Partial Disability”** means an accidental Injury caused by accident, which as a direct consequence thereof, disables any part of the limbs or organs of the body of the Insured person and which falls into one of the categories listed in the Table of Benefits.
25. **“Permanent Total Disability”** means an accidental Injury caused by accident, which has a direct consequence thereof totally disables and prevents the Insured Person from attending to

any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no hopes of improvement at the end of that period and which falls into one of the categories listed in the Table of Benefits.

In case of physical severance of Limbs, waiting period of 12 months shall not be applicable and the claim would be payable immediately subject to admission of claim as per the Policy terms and conditions and submission of all necessary documents / information and any other additional information required for the settlement of the claim.

26. **“Pre-existing Disease”** means any condition, ailment or injury or related condition(s) for which the Insured Person/s had signs or symptoms, and / or were diagnosed and / or received medical advice/ treatment, within 48 months prior to the first policy issued by the Insurer and renewed continuously thereafter.
27. **“Renewal”** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
28. **“Reasonable and Customary Charges”** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.
29. **“Schedule”** means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured, the period, Coverage and the limits to which benefits under the Policy are subject to.
30. **“Table of Benefits”** means the Table of Benefits specified under the Accident Benefits section of this Policy.
31. **“Temporary Total Disability”** means an accidental Injury caused by accident, which as a direct consequence thereof totally disables and prevents the Insured Person from attending to any business or occupation.
32. **“We, Our, Us”** means the Company, Liberty General Insurance Limited.
33. **“You, Your”** means the Person/s named as Insured in the Policy Schedule

## B Conditions applicable during the contract

### Part II : Coverages

#### Accident Benefit(s)

The Policy shall provide compensation to the Insured Person, his or her nominee or legal representatives, as the case may be, the sum or sums as set forth in the **Tables of Benefits** below, subject to the **Capital Sum Insured** being the maximum liability of the Company towards injury, solely and directly from accident and resulting in death or disability within 12 (twelve) calendar months of occurrence of such injury. The compensation under more than one benefit for same period of disability shall not exceed the **Capital Sum Insured**.

#### Table of Benefits:

##### 1. Accidental Death

If an Insured Person suffers an Accident during the Policy Period and this is the sole and direct cause of his death within twelve calendar months from the date of the Accident, then We will pay the Capital Sum Insured as mentioned in the Policy Schedule and the benefit and relevant extensions shall cease to exist.

##### 2. Permanent Total Disability

If an Insured Person suffers from an accidental injury during the Policy Period and within twelve calendar months from the date of Accident, which is the sole and direct cause of his Permanent Total Disability in one of the ways detailed in the table below, We will pay the percentage of the Capital Sum Insured shown in the table

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

Permanent Total Disability – Table of Benefits	
Loss of	% of CSI
Limbs (both hands or both feet or one hand and one foot)	100%
Loss of a Limb and an eye	100%
Complete and irrecoverable loss of sight of both eye	100%
Complete and irrecoverable loss of speech & hearing of both ears	100%

##### a. In this benefit

- i. Limb means a hand at or above the wrist or a foot above the ankle.
- ii. Loss of Limb means physical separation of a limb above the wrist or ankle respectively

In case of physical severance of Limbs, waiting period of 12 months shall not be applicable and the claim would be payable immediately subject to admission of claim as per the Policy terms and conditions and submission of all necessary documents / information and any other additional information required for the settlement of the claim.

### 3. Permanent Partial Disability

If an Insured Person suffers from an accidental injury during the Policy Period and within twelve calendar months from the date of the Accident this is the sole and direct cause of his Permanent Partial Disability in one of the ways detailed in the table below, then We will pay the percentage of the Capital Sum Insured shown in the table.

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

Permanent Partial Disability – Table of Benefits	
Loss of	% of CSI
Each arm at the shoulder joint	70%
Each arm to a point above elbow joint	65%
Each arm below elbow joint	60%
Each hand at the wrist	55%
Each thumb	20%
Each index finger	10%
Each other finger	5%
Each leg above center of the femur	70%
Each leg up to a point below the femur	65%
Each leg to a point below the knee	50%
Each leg up to the center of tibia	45%
Each foot at the ankle.	40%
Each big toe	5%
Each other toe	2%
Each eye	50%
Hearing in each ear	30%
Sense of smell	10%
Sense of taste	5%
Any other Permanent Partial Disability	Percentage as assessed by Registered medical practitioner

The compensation under more than one event as stated above, for same period of disability shall not exceed the Capital Sum Insured stated under this cover.

In case of multiple claims under Permanent Partial Disability arising due to multiple events during the Policy period, the total claim payable amount shall not exceed the Capital Sum Insured stated under this cover.

#### **4. Temporary Total Disability**

If an Insured Person suffers an accidental injury during the Policy Period which is the sole and direct cause of a Temporary Total Disability which completely prevents him/her from performing each and every duty pertaining to his/her employment or occupation of any description whatsoever, then We will pay a weekly benefit, provided that:

- The temporary total disability is certified by the treating Doctor, and
- Our maximum liability to make payment will be limited to the amount per week upto maximum Rs 50,000 and disability period not exceeding 104 weeks from the date of accident as stated in the Schedule of this Policy towards this benefit.

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

### **Part III : General Exclusions**

PROVIDED ALWAYS THAT the Company shall not be liable under this Policy for –

1. Death or disability resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child birth or from pregnancy excluding ectopic pregnancy.
2. Any pre-existing condition/ disability / accidental injury except where the proximate cause of injury is accident.
3. Any claim of the Insured Person
  - (i) from intentional self-injury, suicide or attempted suicide
  - (ii) whilst under the influence of liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication.
  - (iii) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world
  - (iv) as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder
  - (v) directly or indirectly, caused by venereal disease, AIDS or insanity
  - (vi) whilst engaging in racing, hunting, mountaineering, ice hockey, winter sports
  - (vii) driving any vehicle without a valid driving licence
  - (viii) whilst engaging as a driver, co-driver or passenger of a vehicle engaging in speed contest or racing of any kind or participating in a trail run.

4. Any loss or damage arising from insured person committing any breach of law with criminal intent
5. Any claim arising out of war, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power
6. Any claim arising out of Insured Person(s) serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
7. Any claim caused by or contributed to or arising from -
  - (i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission; or
  - (ii) nuclear weapons material
8. Any loss in respect of the Insured Person/s whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, rafting, underwater diving, canoeing, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports.
9. Any loss whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or Air Charter Company.

Fare paying passenger includes person travelling through some concession or benefit in terms of valid boarding pass / voucher.
10. We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## Part IV: General Terms & Conditions

### 1. Disclosure of information norm

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of mis- representation, mis-description or non-disclosure of any material particulars 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 device being used by the Insured/ Insured Person/s or any one acting on his/their behalf to obtain a benefit under this Policy.

**2. Observance of Terms and Conditions**

The due observance and fulfillment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by the Insured/Insured Person/s shall be a condition precedent to any liability of the Company to make any payment under this Policy.

**3. Material Change / Change of Occupation**

The Insured/ Insured Person shall immediately notify the Company in writing of any material change in the risk or change in business or occupation during the currency of the Policy and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly.

The above notification is not mandatory when only the employer changes but the nature of occupation does not change.

**4. Notice of charge**

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, or other dealing with or relating to this Policy, but the payment by the Company to the Insured /Insured Person, his/her nominees or legal representatives, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

**5. Special Provisions**

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

**6. Currency for Payment**

All claims shall be payable in India and in Indian Rupees only.

**7. Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured/Insured Person or any one acting on his / her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no Court action or suit is commenced within twelve months after such rejection, all benefits under this Policy shall be forfeited.

**8. Termination / Cancellation**

This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in Policy Schedule.

Cancellation by Insurer

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

The Company may, in the event of non-cooperation of the Insured/Insured person/s cancel this Policy, by giving 15 days' notice in writing to the Insured/ Insured Person/s at his / their 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 subject to there being no claim made/ reported under the Policy.

Cancellation by Insured/Insured Person

The Insured may elect to cancel the Policy by giving 15 days' notice in writing to the Company. If no claim has been made under the Policy then the Company shall from the date of receipt of notice cancel the Policy and refund the premium as given in the Table below;

Length of time Policy in force	Refund of Premium ( % of Annual Premium)
Up to 1 month	75%
Up to 3 months	50%
Up to 6 months	25%
Exceeding 6 months	0%

**9. Policy Disputes**

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to be subject to the executive jurisdiction of the appropriate Courts at Mumbai, Maharashtra and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

**10. Arbitration**

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 thereto 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 and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendment thereto.

It is clearly agreed and understood that no dispute or difference 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.

## C: Conditions when a Claim arises

### 1. Notification of Claim

It is a condition precedent to our liability hereunder that the intimation of a claim must be given by the Insured/Insured Person/Nominee to the Company within 15 days after an actual or potential loss begins or as soon as is reasonably possible and in any event, not later than 30 days after an actual or potential loss begins.

However, the Company may condone the delay on merits of the claim subject to getting satisfied that the delay in notification was due to reasons beyond the control of the Insured/Insured Person/Nominee.

### 2. Time for Filing Claim Documents

Completed Claim Forms and written evidence of loss must be furnished to us within 30 days after the date of such accident. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured/Insured Person/Nominee can satisfy the company that it was not reasonably possible for the Insured/Insured Person/Nominee to give proof / documents within such time.

The above time limit will not apply to claims pending action or arbitration.

### 3. Claim Procedure

It is a condition precedent to the Company's liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, the Insured/Insured Person shall undertake the following:

The claim has to be intimated to Company's Policy issuing office or any other office of the Company at the nearest regional offices or through agents in writing.

The following information should be furnished by the Insured/Insured Person/s while intimating a claim:

1. Insured Person's contact numbers
2. Policy Number
3. Location, Date and Time of Loss
4. Nature and cause of loss
5. Whether Police authorities has been informed

Claims processing and settlement will be as per Protection of Policy Holder's Interest, Regulation 2017.

In the event of disability claim, after recovery from the disability written notice of disability must be given to the Company on a likely demand or claim being made on the Company.

Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.

The Insured / Insured Person or his / her legal representatives as the case may be, is required to submit the following documents while lodging a claim under the Policy:

**List of documents required:**

**In case of Personal Accident Death claims:**

- a) FIR from police authorities wherever necessary (in case of accidents outside residence)
- b) Death Certificate from the Municipal Authorities
- c) Death Summary from the Hospital Authorities if death is confirmed by the Hospital
- d) Post Mortem Report, if conducted
- e) Documentary proof of accidental death
- f) Duly filled and signed claim form
- g) Legal Heir Certificate & Succession Certificate
- h) Inquest / Panchnama Report
- i) Photographs of the insured
- j) Coroner's Report
- k) Letter from HR stating the attendance closure to the incident

**In case of Personal Accident Permanent Partial and Total Disability claims:**

- a) FIR from police authorities wherever necessary (in case of accidents outside residence)
- b) Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c) Duly filled and signed claim form
- d) Hospital / Nursing Home Medical Records
- e) Leave certificate from HR ( for salaried people)
- f) Salary certificate / income proof
- g) Photographs of the insured showing affected area

**In case of Personal Accident Temporary Total Disability claims:**

- a) FIR from police authorities wherever necessary (in case of accidents outside residence)
- b) Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability
- c) Medical fitness certificate from the Treating consultant indicating duration of rest medically advised
- d) Duly filled and signed claim form
- e) Hospital / Nursing Home Medical Records

- f) Leave certificate from HR ( for salaried people)
- g) Salary certificate / income proof
- h) Photographs of the insured showing affected area

We may ask for additional requirement in certain peculiar cases as per the nature of claim

The Insured / Insured Person /Claimant shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured / Insured Person/ Claimant and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

In case you are covered under multiple policies which provide fixed benefits, on the occurrence of the insured event, we shall make the claim payments as per terms and conditions of this policy, independent of payments received by you under other similar policies.

Further, if you are covered under multiple policies to indemnify treatment costs, you shall have the right to get your claim in terms of any of your policies. In case you opt to file the claim with Us, We shall settle the claim as per terms and conditions of this policy. If the amount claimed exceeds the sum insured under the policy after considering the deductibles or co-pay, you shall have the right to claim the balance amount from other insurer/s.

All sums payable hereunder shall be payable in the case of -

- i) death or permanent total disability, only after deleting by an endorsement the name of the Insured/ Insured Person in respect of whom such sum shall become payable without any refund of premium;
- ii) permanent partial disability, only after reduction of Capital Sum Insured, by an endorsement, by the amount admissible under the claim in respect of the Insured Person in respect of whom such sum shall become payable; and
- iii) temporary total disability upon termination of such disability.

No sum payable under this Policy shall carry interest except as required by section 16(1)(ii) and section 16(2)(i) of the Protection of Policy Holder's Interest, Regulation 2017 which states as under

- (i) An Insurer shall settle the claim within 30 days from the date of receipt of last necessary document in accordance with the provisions of Regulation 27 of IRDAI (Health Insurance) Regulations, 2016.
- (ii) (ii) In the case of delay in the payment of a claim, the insurer shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

However, where the circumstances of a claim warrant an investigation in the opinion of the insurer, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, Insurer shall settle the claim within 45 days from the date of receipt of last necessary document.

In case of delay beyond stipulated 45 days the Insurer shall be liable to pay interest at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

No person other than the Insured /Insured Person(s) and/ or nominees named in the proposal can claim or sue us under this Policy.

In the event of the original documents being provided to any other Insurance Company or to a reimbursement provider, the Company shall accept properly verified photocopies of such documents attested by such other Insurance Company/ reimbursement provider.

## **D : Conditions for renewal of the contract**

### **1. Renewal**

The Policy shall ordinarily be renewable except on the grounds of fraud, moral hazard or misrepresentation or non-cooperation by the Insured. Policy will automatically terminate at the end of the Policy Period. However Grace Period of 30 days for renewing the Policy is provided under this Policy. Any claim/loss during the grace period will not be covered.

We are under no obligation to give notice that the policy is due for renewal or to renew it on the same terms whether as to premium or otherwise. All Renewal applications and requisite premium shall be given to us on or before the Policy Period end date. The Insured shall give the Company written notice along with Renewal Application, of any material changes to the risk insured under the Policy. If no such written notice is received by us along with renewal application it shall be deemed that there is no material change to the risk.

Any revision or modification in a Policy which is approved by the Authority shall be notified to each Policy holder at least three months prior to the date when such revision or modification comes into effect.

### **2. Sum Insured Enhancement**

The provision for increase in Capital Sum Insured is available at the time of renewal of the Policy as well as during the policy period due to promotion of insured member/s subject to written confirmation from authorized person from HR department of Insured group provided the Incurred Claim Ratio for their policy as on date of request received is less than 25%.

The final approval and acceptance will be on case to case basis.

### **3. Loadings & Discounts**

**a. On-duty only cover:** 25% discount on the base premium

**b. India Only Cover:** 10% discount on the base premium

**c. Group Discount**

<b>No. of Persons Insured under the Group Policy</b>	<b>Group Discounts %</b>
Upto 100 persons	0%
101 Persons - 250 Persons	2.5%
251 Persons - 500 Persons	5%
501 Persons – 1000 Persons	7.5%
1001 Persons - 2000 Persons	10%
2001 Persons - 5000 Persons	12.5%
5001 Persons – 10000 Persons	15%
10001 Persons - 15000 Persons	20%
15001 Persons - 25000 Persons	22%
25001 Persons - 50000 Persons	25%
Above 50001 Persons	30%

Note: The number of persons covered at the inception of the policy would be reckoned for the purpose of applying such group discount.

**d. Discount Percentage for favorable claim ratio:**

<b>Incurred Claim Ratio under the Group Policy (for the preceding three years)</b>	<b>Discount</b>
Up to 20 %	25%
21 % - 35 %	15%
36 % - 50 %	10%
51 % - 60 %	5%
61% - 70%	0%

**e. Loadings**

<b>Where the Incurred Claims Ratio is</b>	<b>Loading %</b>
>71%	In proportion to retain as if loss ratio of 70%

**4. Payment of premium on Installment basis**

- a. Notwithstanding anything to the contrary in the Policy, the Company as a matter of facility to the Insured, agrees to accept payment of premium by installments. Premium can be paid in either monthly, quarterly or half yearly installments (as indicated in Table below) subject to approval and acceptance by the Company. Given below are the payment terms applicable on standard premiums in case of installments.

<b>Installment Frequency</b>	<b>Inception Premium</b>	<b>2nd Installment</b>	<b>3rd Installment</b>	<b>4th Installment</b>
Four	40% ,	20%	20%	20%

Three	40%	30%	30%	NA
Two	60%	40%	NA	NA
Annual	100%	NA	NA	NA

- b. Notwithstanding the provisions of the preceding clause, upon non-payment of any installment on its due date as specified in the Schedule to this Policy, the Policy shall cease to operate from the time and date of the default in payment of the installment and no liability shall attach under this Policy for any claim occurring thereafter, nor shall any refund of premium become due under the Policy.
- c. The Policy can be revived within the relaxation period (as indicated in the Table below) by payment of the Installment due subject however to the condition that no liability shall attach under this Policy for any claim occurring during the period when the Policy is deemed to have ceased to operate following default in payment of Installment premium due under the Policy.

<b>Installment Frequency</b>	<b>Relaxation Period</b>
Four	15 Days
Three	15 Days
Two	15 Days
Annual	Grace Period

Relaxation period is a time immediately following the instalment premium due date during which a payment can be made to continue a policy in force without loss of continuity benefits such as waiting periods and coverage of pre-existing diseases. Coverage is not available for the period for which no instalment premium is received.

- d. Additionally, in the event of claim during the currency of this Policy from any cause whatsoever, all the subsequent installments applicable to the respective Insured member/s shall immediately become due and payable notwithstanding anything to the contrary hereinabove contained.

**NOTE : IT IS NOT OBLIGATORY ON THE PART OF THE INSURERS TO GIVE ANY NOTICE TO THE INSURED FOR PAYMENT OF PREMIUM INSTALMENT.**

**Disclaimer:**

For all terms and conditions, the Proposer may contact any of our branches or get in touch with our agent / intermediary.

**5. Notice**

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company. In case the Policy is sold via voice log the notice to the Company may be placed via same mode.

**6. Withdrawal of Product**





In case the product is found to be financially unviable or is deficient in any manner, the Company shall, in terms of Insurance Regulatory & Development Authority (Health Insurance) Regulations 2016, have the option to withdraw this product from the market subject to prior approval of such withdrawal from the Regulatory Authority. Any withdrawal of the product would be duly intimated to existing customers, who on expiry of the existing Policy, will have an option to obtain renewal under similar product/s available with Us.

## Part V – Grievance Redressal Procedure

We are concerned about you and are committed to extend the best possible services. In case you are not satisfied with our services or resolutions, please follow the below steps for redressal.

### Step 1

**Call us** on Toll free number: **1800-266-5844**

(8:00 AM to 8:00 PM, 7 days of the week)

or

**Email us at:** [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

or

**Write to us at:**

**Customer Service**

**Liberty General Insurance Limited**

10<sup>th</sup> Floor, Tower A, Peninsula Business Park,

Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013

### Step 2

If our response or resolution does not meet your expectations, you can escalate at

[Manager@libertyinsurance.in](mailto:Manager@libertyinsurance.in)

### Step 3

If you are still not satisfied with the resolution provided, you can further escalate at

[Servicehead@libertyinsurance.in](mailto:Servicehead@libertyinsurance.in)

An acknowledgement will be sent on receipt of your concern, we would then investigate the matter internally and respond with a suitable resolution. Please share your contact details to enable us to get in touch with you.

In case you are not satisfied with the decision or resolution provided by the company you may approach the Insurance Ombudsman for redressal. The details of Insurance Ombudsman offices are given below:

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
<p><b>AHMEDABAD</b></p> <p>Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>
<p><b>BENGALURU</b></p> <p>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor,</p>	<p>Karnataka.</p>

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
<p>19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a></p>	
<p><b>BHOPAL</b> Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar,  Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a></p>	<p>Madhya Pradesh Chattisgarh.</p>
<p><b>BHUBANESHWAR</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a></p>	<p>Orissa</p>
<p><b>CHANDIGARH</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a></p>	<p>Punjab, Haryana, Himachal Pradesh, Jammu &amp; Kashmir, Chandigarh.</p>
<p><b>CHENNAI</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a></p>	<p>Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).</p>

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
<p><b>DELHI</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 2323481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a></p>	Delhi.
<p><b>GUWAHATI</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge,  S.S. Road, Guwahati – 781001 (ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a></p>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<p><b>HYDERABAD</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a></p>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.
<p><b>JAIPUR</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a></p>	Rajasthan.
<p><b>ERNAKULAM</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338</p>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	
<b>KOLKATA</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>NOIDA</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P.-201301.	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad,

Office of the Ombudsman and Contact Details	Areas of Jurisdiction
<p>Tel.: 0120-2514250 / 2514252 / 2514253            Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a></p>	<p>Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.</p>
<p><b>PATNA</b>            Office of the Insurance Ombudsman,            1st Floor, Kalpana Arcade Building,,            Bazar Samiti Road, Bahadurpur, Patna 800 006.            Tel.: 0612-2680952            Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a></p>	<p>Bihar, Jharkhand.</p>
<p><b>PUNE</b>            Office of the Insurance Ombudsman,            Jeevan Darshan Bldg., 3rd Floor,            C.T.S. No.s. 195 to 198, N.C. Kelkar Road,              Narayan Peth, Pune – 411 030.            Tel.: 020-41312555            Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a></p>	<p>Maharashtra,            Area of Navi Mumbai and Thane            excluding Mumbai Metropolitan Region.</p>

**GOVERNING BODY OF INSURANCE COUNCIL**

Shri P.N. Gandhi, Secretary General

Smt Moushumi Mukherji, Secretary

3<sup>rd</sup> Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai – 400 054.

Tel: 022 – 26106889 / 671 / 980

Fax: 022 – 26106949

Email: [inscoun@ecoi.co.in](mailto:inscoun@ecoi.co.in)

For updated details of Insurance Ombudsman Offices you may visit Governing Body of Insurance Council (GBIC) website at <http://www.gbic.co.in/ombudsman.html> or our website at <https://www.libertyinsurance.in/customer-support/grievance-redressal>