Liberty Videocon Group Health Policy

Liberty Videocon General Insurance Company (hereinafter called the **"Company**", **"We, Our, or Us"**) will provide insurance cover to the person(s) (hereinafter called the "**Insured"** , **"You, Your, or Yourself"**) based on the Proposal made and agreed premium paid within such time, 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.

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.

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

2. **"Acute condition"** is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

3. "**Age**" means the completed age of the Insured Person as on his last birthday.

4. **"Ambulance**" means a road vehicle operated by a licensed/authorized service provider and equipped for the transport and paramedical treatment of the person requiring medical attention.

5. **"Any One Illness"** means continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken.

6. **"Alternative treatments"** are forms of treatments other than treatment "Allopathy" or "modem medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

7. **"Cashless facility"** means a facility extended by the insurer to the insured where the payments, of the costs o f treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

8. **"Co-Payment"** is a cost-sharing requirement under a health insurance policy that provides that the policyholder/Insured Person will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.

9. **"Contribution"** is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.

10. **"Condition Precedent"** Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

11. "**Chronic condition**" is a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests—it needs ongoing or long-term control or relief o f symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

12. "**Congenital Anomaly**" refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

a) **"Internal Congenital Anomaly**" means which is not in the visible and accessible parts of the body
b) **"External Congenital Anomaly" means** which is in the visible and accessible parts of the body

13. " **Day Care Centre"** means any institution established for day care treatment of illness and /or injuries or a medical set up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under-

a) has qualified nursing staff under its employment;
b) has qualified medical practitioner/s in charge;
c) has a fully equipped operation theater of its own where surgical procedures are carried out;
d) maintains daily records of patients and will make these accessible to the insurance company's authorized personnel

14. "**Day care Procedure/ treatment"** refers to medical treatment, and/or surgical procedure which is

a) undertaken under General or Local Anesthesia in a hospital/day care centre for less than 24 hours because of technological advancement, and
b) which would have otherwise required hospitalization of more than 24 hours.
Treatment normally taken on an out-patient basis is not included in the scope of this definition.

15. **"Deductible"** is a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

16. **"Dental Treatment**" is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

17. **"Disclosure to information norm"** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event o f misrepresentation, mis-description or non-disclosure of any material fact.

18. **"Domiciliary Hospitalisation"** means medical treatment for an illness/disease/injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any of the following circumstances:

a) the condition of the patient is such that he/she is not in a condition to be removed to a hospital or,
b) the patient takes treatment at home on account of non-availability of room in a hospital.

19. **"Emergency Care"** means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.

20. **"Endorsement"** means written evidence of change to the Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.

21. "**Family**" means the Primary Insured Person whose name forms the first Insured Person, his/her lawful spouse, child/children, dependent parents/ parent-in-laws and such other persons who are specifically mentioned in the Schedule to this Policy.

22. **"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.

23. **"Hospital ":** A hospital means any institution established for in- patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

a) has qualified nursing staff under its employment round the clock;

b) has at least 10 inpatient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;

c) has qualified medical practitioner (s) in charge round the clock;

d) has a fully equipped operation theatre of its own where surgical procedures are carried out;

e) maintains daily records of patients and makes these accessible to the Insurance company's authorized personnel.

24. **"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.

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

26. "**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 registered Medical Practitioner.

27. **"Inpatient Care"** means treatment for which the Insured Person has to stay in a hospital for more than 24 hours for a covered event.

28. **"Intensive Care Unit"** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

29. **"Insured / You/ Your/ Yourself"** means the employer or legally constituted group named in the Schedule who has concluded this Policy with Us

30. "**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.

31. **"Medical Advise"** means any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

32. **"Maternity expense/treatment"** shall include -

a) Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections) incurred during Hospitalization;

b) Expenses towards lawful medical termination of pregnancy during the Policy Period.

33. **"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 provided that this person is not a member of the Insured Person's family.

34. **"Medical expenses"** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice o f 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.

35. **"Medically Necessary"** Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part o f a stay in hospital which
- is required for the medical management o f the illness or injury suffered by the insured;
- must not exceed the level o f care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a medical practitioner,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

36. **"Network Provider"** means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

37. **"New Born Baby"** means baby born during the Policy Period and is aged between 1 day and 90 days, both days inclusive.

38. **"Non-Network"** means any hospital, day care centre or other provider that is not part of the Network.

39. **"Nominee"** means the person named in the proposal or schedule to whom the benefits under the policy is nominated by the insured person.

40. **"Notification of Claim"** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

41. **"OPD treatment"** 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 o f a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

42. "**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.

43. **"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.

44. **"Policy year"** means a year following the Commencement Date and its subsequent annual anniversary.

45. **"Pre-hospitalization"** means Medical Expenses incurred immediately before the Insured Person is Hospitalised, provided that:

a) Such Medical Expenses are incurred for the same condition for which the Insured person's Hospitalisation was required, and

b) The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

46. **"Post-hospitalization Medical Expenses"** means Medical Expenses incurred immediately after the Insured Person is discharged from the hospital provided that:

a) Such Medical Expenses are incurred for the same condition for which the Insured Person's Hospitalisation was required, and

b) The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.

47. **"Portability"** means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if he/she chooses to switch from one insurer to another.

48. **"Pre-existing Condition"** means any condition, ailment or Injury or related conditions for which the Insured Person had signs or symptoms, and/ or were diagnosed, and or received medical advice or treatment within 48 months prior to the first policy issued by Us.

49. "**Proposal and Declaration Form**" means any initial or subsequent declaration made by the Insured/ Insured Person/s and is deemed to be attached and forming part of this Policy.

50. **Qualified Nurse**

Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

51. **"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.

52. **"Renewal"** 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 all waiting periods.

53. **"Room rent**" means the amount charged by a hospital for occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

54. **"Schedule"** means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured in respect of each Insured Person (s), the period, Coverage and the limits to which benefits under the Policy are subject to.

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

56. **"Subrogation**" shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

57. **"Sum Insured"** means the amount stated in the policy Schedule as such or limited to the specific insurance details in any Section of this policy. The Sum Insured shall be subject at all times to the terms and conditions of the policy, including but not limited to the exclusions and any additional limitations noted in the wording of each Section.

58. **"Third Party Administrator or TPA**" means any person who is licensed under the IRDA (Third Party Administrator- Health Services) Regulations, 2001 by the Authority, and is engaged , for a fee or remuneration by an Insurance Company, for the purpose of providing health Services.

59. **"Unproven/Experimental treatment":** Treatment, including drug Experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

Part II : Coverages

The company undertakes to indemnify the Insured Person against disease or any one illness or any injury due to accident during the policy period and if such disease or injury shall require any such Insured Person, upon the advice of a duly qualified physician/medical practitioner to incur medical expenses for medical/surgical treatment at any Hospital / Nursing Home in India as an inpatient, subject to the terms,

conditions, exclusions and definitions contained herein or endorsed. The Company will indemnify reasonable and customary charges incurred during the period of insurance and not exceeding the Sum Insured as mentioned in the schedule towards:

1. **In Patient Hospital Service:**

a. Room, Boarding expenses
b. Intensive Care Unit bed charges
c. Doctor's fees
d. Nursing Expenses
e. Surgical Fees, Diagnostic tests, Operation Theatre Charges, Anesthetist, Anesthesia, Blood, Oxygen and their administration, Physical Therapy
f. Drugs and medicines consumed on the premises
g. Investigation Services such as Laboratory, X-Ray, Diagnostic tests
h. Dressing, Ordinary splints and plaster casts
i. Cost of Prosthetic and other devices or equipment if implanted during a surgical procedure

2. **Pre and Post Hospitalization** expenses incurred as defined for an ailment / disease / injury not different from the one for which hospitalization was necessary provided that we have accepted the claim under an In-patient Hospital Services under Benefit 1 and up to the limits as specified to the Schedule of this Policy.

3. **Day care Procedure**: The medical treatment costs necessary and reasonable in scope for a Day Care Procedure as mentioned in this Policy where the procedure or surgery is taken by the Insured Person as an inpatient for less than 24 hours in a Hospital or standalone day care centre This excludes all procedures or treatment taken in Out-patient departments.

4. **Emergency Ambulance Charges**: Reimbursement of the expenses incurred on an ambulance offered by a healthcare or ambulance service provider used to transfer the Insured Person to the nearest Hospital with adequate emergency facilities for the provision of health services following Accidental Injury/ illness / disease occurring during the Policy period., provided that:

i) Our maximum liability shall be restricted up to Rs.2,500 per hospitalization, and
ii) We have accepted an inpatient Hospitalisation claim
iii) The coverage includes the cost of the transportation of the Insured Person to a hospital in case of an emergency or from one Hospital to another nearest Hospital which is prepared to admit the Insured Person and provide necessary medical services if such medical services cannot satisfactorily be provided at a Hospital where the Insured Person was first admitted, provided that the transportation has been prescribed by a Medical Practitioner and is medically necessary.

5. **Domiciliary Hospitalisation Treatment** :The Medical Expenses incurred by an Insured Person for medical treatment taken at his home in India which would otherwise have required Hospitalisation because, on the advice of the attending Medical Practitioner, the Insured Person could not be transferred to a Hospital or a Hospital bed was unavailable, and provided that the condition for which the medical treatment is required continues for at least 3 days, in which case We will reimburse the reasonable charge of necessary medical treatment upto 10% of the Sum Insured.
Subject however that domiciliary hospitalization benefits shall not cover:-

a. Expenses incurred for pre and post hospital treatment and
b. Expenses incurred for treatment for any of the following diseases:

i. Asthma
ii. Bronchitis
iii. Chronic Nephritis and Nephritic Syndrome
iv. Diarrhea and all type of Dysenteries including Gastro-enteritis
v. Diabetes Mellitus and Insipidus
vi. Epilepsy
vii. Hypertension
viii. Influenza, Cough and Cold
ix. All Psychiatric or Psychosomatic Disorders
x. Pyrexia of unknown Origin for less than 10 days
xi. Tonsillitis and Upper Respiratory Tract Infection including Laryngitis and Pharyngitis
xii. Arthritis, Gout and Rheumatism

Part III: Exclusions

1. We will not make any payment for any claim in respect of any Insured Person directly or indirectly for, caused by, arising from or in any way attributable to any Pre Existing Disease/disability/accidental injury and any complications arising from the same until 48 months of continuous coverage have elapsed, since inception of the first policy of the Insured Person (s) with us.

2. The Company shall not be liable to make any payment under this policy in respect of any expenses whatsoever incurred by any Insured Person in connection with or in respect of:-Any disease contracted by the Insured Person during the first 30 days from the commencement date of the policy except accidental injury requiring hospitalization.

3. During the first year of the operation of insurance cover of the Insured person (s) with Us, the expenses on treatment of diseases such as Cataract, Benign Prostatic Hypertrophy, Hernia, Hydrocele, Fistula in anus, piles, Sinusitis and related disorders, Fissure, Gastric and Duodenal ulcers, gout and rheumatism; internal tumors, cysts, nodules, polyps including breast lumps (each of any kind unless malignant); Hysterectomy/ myomectomy for menorrhagia or fibromyoma or prolapse of uterus, polycystic ovarian diseases; sinusitis and related disorders and skin tumors unless malignant, benign ear, nose and throat (ENT) disorders and surgeries (including but not limited to adenoidectomy, mastoidectomy, tonsillectomy and tympanoplasty); dilatation and curettage (D&C); Congenital Internal Diseases, Joint Replacement due to Degenerative condition, Surgery for prolapsed inter vertebral disc unless arising from accident, Age related osteoarthritis and Osteoporosis, Surgery of varicose veins and varicose ulcers, Calculus diseases of Gall bladder and Urogenital system.

4. Injury or Disease directly or indirectly caused by or arising from or attributable to War, Invasion, Act of Foreign Enemy, War like operations (whether war be declared or not or caused during service in the armed forces of any country) including Chemical & Biological. civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/materials, radiation of any kind

"Chemical" shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

"Biological" shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants. Injury or Disease directly or indirectly caused by or contributed to by nuclear weapons/materials

5. Any claim in respect of any illness/disease/accidental death or accidental injury for which treatment is administered in a place which is predominantly a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel, health spa, massage center or any similar establishment.

6. Circumcision unless necessary for treatment of a disease not excluded hereunder or as may be necessitated due to an accident.

7. Vaccination and inoculation except in case of post-bite treatment or when it is medically necessary and part of the treatment, refractive error corrective procedures, experimental, investigational or unproven procedures or treatments, devices and pharmacological regimens of any description.

8. Plastic surgery or cosmetic surgery unless necessary as a part of medically necessary treatment certified by the attending Medical Practitioner for reconstruction following an Accident, Cancer or Burns.

9. Charges incurred in connection with cost of spectacles and contact lenses, hearing aids, durable medical/non-medical equipment including but not limited to Wheel chair, Walker, Crutches, Belts, Collars, Caps, Splints, Slings , Braces, Stocking, Diabetic foot wear, Glucometer/Thermometer and the like, namely that equipment used externally from the human body which can withstand repeated use eg: CPAP,CAPD, Infusion pump etc.; is not designed to be disposable; is used to serve a medical purpose; is generally not useful in absence of an Illness or Injury and is usable outside of a Hospital

10. Any dental treatment or surgery which is corrective, cosmetic or of aesthetic procedure, unless it requires Hospitalization and is carried out under general anesthesia and is necessitated by Illness or Accidental Injury.

11. Personal comfort and convenience items or services including but not limited to television/ telephone (wherever specifically charged for), barber or beauty service guest service body care products and bath additive, internet, foodstuffs, hygiene articles and similar incidental services and supplies.

12. The treatment of obesity (including morbid obesity) and other weight control programs, services and supplies.

13. Expenses incurred towards treatment of illness/disease/condition arising out of alcohol use / misuse or abuse of alcohol, substance or drugs (whether prescribed or not). Convalescence, general debility, "Run-down" condition or rest cure, venereal disease, tubectomy, vasectomy

14. Invitro fertilization (IVF), Gamete intrafallopian transfer (GIFT) procedures, and zygote intrafallopian transfer (ZIFT) procedures, and any related prescription medication treatment; embryo transport; donor ovum and semen and related costs, including collection and preparation; voluntary medical termination of pregnancy; sterilization and any treatment related to infertility/sub-fertility/assisted conception procedure.

15. Treatment arising from or traceable to pregnancy (including voluntary termination), miscarriage (except as a result of an Accident or Illness), abortion or complications of any of these, maternity or birth (including caesarian section) except in the case of ectopic pregnancy.

16. All expenses arising out of any condition directly or indirectly caused by or associated with Human T - Cell Lymph tropic Virus type III (HTLB-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, any sexually transmitted disease, including Genital Warts, Syphilis, Gonorrhoea, Genital Herpes, Chlamydia, Pubic Lice and Trichonomoniasis

17. External Congenital anomaly.

18. Suicide, attempted suicide or willfully self-inflicted injury or illness,

19. Treatment of any mental/psychiatric disorder, anxiety/stress /depression/nervousness having no underlying physical illness as a cause; Parkinson and Alzheimer's disease, venereal disease, alcoholism, drunkenness or the abuse of drugs & any treatment related to sleep disorder.

20. Charges incurred at Hospital or Nursing Home primarily for diagnostic, X-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of any ailment, sickness or injury, for which confinement is required at a Hospital/Nursing Home.

21. Expenses on vitamins and tonics unless forming part of treatment for injury or disease as certified by the attending Physician.

22. Costs incurred on all methods of treatment except Allopathic.

23. Genetic disorders & Gene Therapy, stem cell implantation / surgery / storage except for the treatment of Cancer

24. Any loss or damage arising from insured person committing any breach of law with criminal intent

25. Any treatment/loss required arising from Insured Person's participation in any hazardous activity including but not limited to scuba diving, engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parachuting, hang gliding, rock or mountain climbing, winter sports, mountaineering (where ropes or guides are customarily used), caving or potholing, hunting or equestrian, ski diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or

boating outside coastal waters (2 miles), polo, snow and ice sports ,professional sports or any other potentially dangerous sport.

26. Any treatment received in convalescent home, convalescent hospital, health hydro, nature care clinic or similar establishments. Any stay in the hospital for any domestic reason or where no active regular treatment is given by the specialist.

27. Any Out-patient treatment

28. Drugs or treatment and medical supplies not supported by a prescription from a medical practitioner.

29. Sex change or treatment which results from or is in any way related to sex change. Hormone replacement therapy

30. Any kind of Service charges, Surcharges, Admission fees / Registration charges, Private nursing charges, Referral fee to family doctors, out station consultants / Surgeons fees etc. levied by the hospital.

31. Doctor's home visit charges, Attendant / Nursing charges during pre and post hospitalization period.

32. Expenses related to donor screening, treatment, including surgery to remove organs from the donor in case of a transplant surgery

33. EECP & Chelation Therapy, Rotational Field Quantum Magnetic Resonance (RFQMR) or Cytotron therapy

34. Any Insured Person 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.

35. Expenses incurred for investigation or treatment irrelevant to the diseases diagnosed during hospitalization or primary reasons for admission.

Part IV : 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, including the payment of

premium of this Policy insofar 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.

3. Alterations to the Policy

This Policy constitutes the complete contract of insurance. This Policy cannot be changed or varied by any one (including an insurance agent or broker) except the Company, and any change We make will be evidenced by a written endorsement signed and stamped by the Company.

4. 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 cause at his own expense such additional precaution to be taken as circumstances may require to ensure safety thereby containing the circumstances that may give rise to a claim 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.

5. Records to be maintained

The Insured/Insured person (s) shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record.

6. Notice of charge

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 /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.

7. 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.

8. Currency for Payment

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

9. Contribution

If at the time when any claim arises which exceeds the Basic Sum Insured under this Policy (after considering the deductibles or co- pay), there is in existence any other insurance whether it be effected by or on behalf of whom the claim may have arisen covering the same loss, liability, compensation, costs or Expenses, the Policy holder shall have the right to choose the Insurers with whom the claim is to be lodged.

In all such cases, unless otherwise agreed to in writing the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses subject to the maximum liability for any claim under this Policy being limited to the Basic Sum Insured applicable. This clause applies only to coverage under the indemnity section of the policy and does not apply to benefit sections.

10. Co payment

Any co-payment agreed to and reflected in the Schedule to the Policy would be applicable in respect of each and every claim reported under the Policy.

11. Subrogation

In the event of indemnity payment under this Policy, the Company shall be subrogated to all the Insured /Insured Person's rights of recovery thereof against any person or organisation, and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person 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 /Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

This clause applies only to coverage under the indemnity section of the policy and does not apply to benefit sections.

12. 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.

13. 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 it 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

Insured Person/s could avail of policy renewal in terms of the applicable portability norms governing such renewals and the same would be renewed in accordance with the Company's underwriting policy.

14. Entry Age

Minimum Entry Age – 18 years. Maximum Entry Age- 65 years.

15. Sum Insured Enhancement

The provision for increase in Capital Sum Insured is available at the time of renewal of the Policy and subject to specific approval & acceptance by the Company.

16. 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 by Registered Post Acknowledgment due 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 per 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%

17. 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 2013, 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. The Company shall allow the benefit of Portability in all such cases.

18. Free-look Cancellation

A period of 15 days from the date of receipt of the Policy document is available to review the terms and conditions of this Policy. The Insured has the option of cancelling the Policy stating the reasons for cancellation, if he has any objections to any of the terms and conditions. The Company shall refund the premium paid after adjusting the amounts spent on Stamp duty charges and proportionate risk premium. Cancellation will be allowed only if there are no claims reported under the Policy. All rights under this

Policy shall immediately stand extinguished on the free look cancellation of the Policy. Free look provision is available only at the time of first issuance of the Policy.

19. Disclaimer

It being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

20. Geographical Area

The cover granted under this insurance is valid only for treatments taken in India.

21. 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. Subject to Arbitration as provided in Article 18, each party agrees to be subject to the executive jurisdiction of the Courts at Mumbai 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.

22. 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.

23. 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.

24. Electronic Transaction

The Insured agrees to adhere to and comply with all such terms, conditions and exclusions as the Company may prescribe from time to time, and hereby agrees and validates that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (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, has his concurrence and full understanding of the terms and conditions affecting this Contract and 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. Sales through such electronic transactions shall ensure adherence to conditions of section 41 of the Insurance Act 1938 with full disclosures on terms, conditions and exclusions. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and sent to the Insured Person, duly validated/confirmed by the Insured Person.

25. Claim Procedure:

Notification of Claim-.

a. Upon the happening of any event giving rise or likely to give rise to a claim under this policy:

	Treatment, Consultation or Procedure:	We or Our TPA must be informed:
1	If any treatment for which a claim may be made is to be taken and that treatment requires Hospitalisation:	Need to be informed immediately and in any event at least 48 hours prior to the Insured Person's admission.
2	If any treatment for which a claim may be made is to be taken and that treatment requires Hospitalisation in an Emergency:	Need to be informed within 24 hours of the Insured Person's admission to Hospital.

b. The Insured shall deliver to the Company, within 15 days from the date of discharge a detailed statement in writing as per the claim form together with bills, vouchers and any other material particular, relevant to the making of such claim.

c. The Company may accept claims where documents have been provided after a delayed interval in case such delay is proved to be for reasons beyond the control of the Insured/ Insured Person/s.

d. The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

e. The Company shall settle claims, including its rejection, within thirty days of receipt of the last required documents.

• ***For opting Cashless Facility****: (applicable where the* Insured Person/s *has opted for cashless facility in a Network Hospital)* - The Insured Person must call the helpline and furnish membership no and Policy Number and take an eligibility number to confirm communication. The same has to be quoted in the claim form. The call must be made 48 hours before admission to Hospital and details of hospitalization like diagnosis, name of Hospital, duration of stay in Hospital should be given. In case of emergency hospitalization the call should be made within 24 hours of admission.

• ***Reimbursement Claims*** - Notice of claim with particulars relating to Policy numbers, name of the Insured Person in respect of whom claim is made, nature of illness/injury and name and address of the attending Medical Practitioner/ Hospital/ Nursing Home should be given to Us immediately on hospitalization /injury/ death, failing which admission of claim would be based on the merits of the case at our discretion.
Please ensure to send the claim form duly completed in all respects along with all the following documents within 15 days from the date of discharge from Hospital. In event of any claim for Pre – Post Hospitalization expenses incurred, all claim related documents needs to be submitted within 7 days from the date of completion of treatment or eligible Post Hospitalization period as mentioned in the policy schedule whichever is earlier

The Claim Procedure would be in full compliance with relevant provisions of Insurance Regulatory and Development Authority Health Regulation 2013.

No sum payable under this Policy shall carry interest except as required by section 9(6) of the Protection of Policy Holder's Interest, Regulation 2002 whereby payment of the claim amount due shall be made within 7 days from the date of acceptance of the offer of settlement by the Insured/ Insured Person. In case of any delay in payment, the Company shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed .

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

INDICATIVE CHECK LIST OF ENCLOSURES FOR SUBMISSION OF CLAIM

In-patient Treatment /Day Care Procedures

- ❑ Duly filled and signed Claim Form.
- ❑ Photocopy of ID card / Photocopy of current year policy.
- ❑ Original Detailed Discharge Summary / Day care summary from the hospital.
- ❑ Original consolidated hospital bill with bill no and break up of each Item, duly signed by the insured.
- ❑ Original payment Receipt of the hospital bill with receipt number.
- ❑ First Consultation letter and subsequent Prescriptions.
- ❑ Original bills, original payment receipts and Reports for investigation supported by the note from Attending Medical Practitioner / Surgeon demanding such test.
- ❑ Surgeons certificate stating nature of Operation performed and Surgeons Bills and Receipts
- ❑ Attending Doctors/ Consultants/ Specialist's/ Anesthetist Bill and receipt and certificate regarding same
- ❑ Original medicine bills and receipts with corresponding Prescriptions.
- ❑ Original invoice/bills for Implants (viz. Stent /PHS Mesh/ IOL etc.) with original payment receipts.
- ❑ Hospital Registration Number and PAN details from the Hospital
- ❑ Doctors registration Number and Qualification from the doctor

Road Traffic Accident

In addition to the In-patient Treatment documents:

- ❑ Copy of the First Information Report from Police Department / Copy of the Medico-Legal Certificate.

In Non Medico legal cases

- ❑ Treating Doctor's Certificate giving details of injuries (How, when and where injury sustained)

In Accidental Death cases

- ❑ Copy of Post Mortem Report (if conducted) & Death Certificate

For Death Cases

In addition to the In-patient Treatment documents:

- ❑ Original Death Summary from the hospital.
- ❑ Copy of the Death certificate from treating doctor or the hospital authority.
- ❑ Copy of the Legal heir certificate, if the claim is for the death of the principle insured.

Pre and Post-hospitalisation expenses

- ❑ Duly filled and signed Claim Form.
- ❑ Photocopy of ID card / Photocopy of current year policy.
- ❑ Original Medicine bills, original payment receipt with prescriptions.
- ❑ Original Investigations bills, original payment receipt with prescriptions and report.
- ❑ Original Consultation bills, original payment receipt with prescription.
- ❑ Copy of the Discharge Summary of the main claim.

Ambulance Benefit

- ❑ Duly filled and signed Claim Form.
- ❑ Photocopy of ID card / Photocopy of current year policy.
- ❑ Original Bill with Original Payment Receipt.
- ❑ Treating Doctor's consultation prescription indicating Emergency Hospitalization.

We may call for additional documents/ information as relevant to the claim.

Applicable to all claims under the Policy:

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

The Insured Person must give Us at his expense, all the information We ask for about the claim and he must help Us to take legal action against anyone if required.

We are entitled to verify medical records of the case retained by the Hospital as and when required for verification of claim.

If required, the Insured Person must give consent to obtain Medical opinion from any Medical Practitioner at Our expense.

If required, the Insured person must agree to be examined by a medical practitioner of our choice at our expenses.

The Policy would generally exclude the Standard List of excluded items as may be stipulated by the Authority from time to time unless otherwise agreed upon by the Company and specified so in the Policy document.

Part VI : Loading/Discount Parameters

The following discounts/loadings are applicable on the final pure premium to be charged after applying loadings/ discounts applicable for coverage sought:

1. **Loyalty Discount**

   Discount of 5% is provided by way of loyalty discount in case of favorable incurred claim ratio below 70%.

2. **Group Discount**

The Group Discount is permissible as per the following scale depending upon the total number of Insured persons covered under the Group policy at the inception. Increase / Decrease in the sizes of the group during the currency of the policy is permissible only on monthly basis.

No. of Persons Insured under the Group Policy	**Group Discounts %**
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%

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

Incurred Claims Ratio under Group Policy	**Discount**

Not exceeding 60%	5%
Not exceeding 50%	15%
Not exceeding 40%	25%
Not exceeding 30%	35%
Not exceeding 25%	40%

4. High Claim Ratio Loading

Incurred Claims Ratio under Group Policy	Loading
Between 70% and 100%	25%
Between 101% and 125%	55%
Between 126% and 150%	90%
Between 151% and 175%	120%
Between 176% and 200%	150%
Above 200%	cover to be reviewed

Part VI – Grievance Redressal Procedure

We assure the best customer service from our end to our valued Insured/Insured Person(s) and request you to adopt following procedure in case of any service related query or grievance.

You may communicate your query or grievances by sending a letter to below mentioned address or to your nearest branch or email at below mentioned email ID or by calling at our below mentioned call center number.

Customer Care Cell

Liberty Videocon General Insurance Company Limited
10th Floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai
E-mail : _____
Toll Free No .____

Please include your Policy number in all your communication with the Company. This will help us resolve the issue more efficiently.

If You are not satisfied with redressal of Your grievance, You may approach the nearest Insurance Ombudsman for resolution of Your grievance. The contact details of the Ombudsman offices are mentioned below;

Office of the	Contact Details	Areas of Jurisdiction

Ombudsman		
AHMEDABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road,**AHMEDABAD-380 014.** Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Insurance Ombudsman, Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, **BHOPAL(M.P.)-462 023.** Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Insurance Ombudsman, Office of the Insurance Ombudsman, 62, Forest Park, **BHUBANESHWAR-751 009.**Tel.:- 0674-2596455 Fax : 0674-2596429 Email ioobbsr@dataone.in	Orissa
CHANDIGARH	Insurance Ombudsman, Office of the Insurance Ombudsman, S.C.O. No.101-103, 2nd Floor, Batra Building. Sector 17-D, **CHANDIGARH-160 017.** Tel.:- 0172-2706468 Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Insurance Ombudsman, Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, **CHENNAI-600 018.** Tel.:-044-24333668 /5284 Fax : 044-24333664 Email insombud@md4.vsnl.net.in	Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
NEW DELHI	Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, **NEW DELHI-110 002.** Tel.:- 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5th Floor, Near Panbazar Overbridge, S.S. Road, **GUWAHATI-781 001 (ASSAM).** Tel.:- 0361-2132204/5 Fax : 0361-2732937. Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura

HYDERABAD	Insurance Ombudsman, Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, **HYDERABAD-500 004.** Tel : 040-65504123 Fax: 040-23376599, Email insombudhyd@gmail.com	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Insurance Ombudsman, Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, **ERNAKULAM-682 015.** Tel : 0484-2358759 Fax : 0484-2359336. Email iokochi@asianetindia.com	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry
KOLKATA	Insurance Ombudsman, Office of the Insurance Ombudsman, North British Bldg., 29, N.S. Road, 4th Floor, **KOLKATA-700 001.** Tel : 033-22134866 Fax : 033-22134868. Email iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andeman & Nicobar Islands , Sikkim
LUCKNOW	Insurance Ombudsman, Office of the Insurance Ombudsman, Jeevan Bhawan, Phase-2, 6th Floor, Nawal Kishore Road, Hazaratganj, **LUCKNOW-226 001.** Tel : 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
MUMBAI	Insurance Ombudsman, Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz(W), **MUMBAI-400 054.** Tel : 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa

The updated grievances redressal procedure shall be provided on the website of the Company and is subject to change in compliance with guidelines/regulations issued by Insurance Regulatory and Development Authority.

STATUTORY NOTICE: INSURANCE IS A SUBJECT MATTER OF SOLICITATION