

# my:health Group Personal Accident Insurance Policy Wording

# **Preamble**

The Insured named in the Schedule hereto has, by a Proposal and declaration which shall be the basis of this contract and shall be deemed to be incorporated herein, applied to L & T General Insurance Company Limited (hereinafter called "the Company") for the insurance hereinafter set forth in respect of Insured/Insured Persons.

The Company hereby agrees, subject to the definitions, terms, conditions and exclusions herein contained or endorsed or otherwise expressed hereon, to provide the benefits to the Insured/Insured Persons to the extent and in the manner specified under various Sections of this Policy as are specified in the Schedule hereto due to operation of any of the insured perils during the Policy period as hereinafter mentioned.

## **Definitions**

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule hereto shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

- 1. We/Our/Us means the L&T General Insurance Company Limited.
- 2. You/Your/Insured/Insured Person means the person(s) named as Insured/Insured Person in the Schedule to this Policy, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
- **3. Accident** means a sudden, unforeseen and involuntary event caused by external visible and violent means.
- **4. Act of God**: is a natural event like Earthquake, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation which results in a catastrophe.
- **5. Capital Sum Insured or CSI** means the maximum amount of Accident Benefit to which an Insured/Insured Person is eligible, as specified in the Schedule.
- **6. 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 period of 15 days.
- **7. Condition Precedent:** shall mean Policy term or condition upon which the Insurers liability under the Policy is conditional upon.
- **8. Commencement Date/Inception Date:** means the commencement date of this Policy as specified in the Schedule.

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- 9. Day Care treatment: refers to medical treatment and/or surgical procedure which is
  - undertaken under General or Local Anaesthesia in a hospital/day care centre for less than 24 hours due to technological advancement, and
  - which would have otherwise required hospitalization of more than 24 hours.
  - Treatment taken as an outpatient is not included under the Policy.
- 10. Day Care Centre: A Day care centre means any institution established for day care treatment of illness and/or injuries or a medical set up with in a hospital and which has been registered with 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:
  - Has qualified nursing staff under its employment
  - Has qualified medical practitioner (s) in charge
  - Has fully equipped operation theater of its own where surgical procedures are carried out
  - Maintains daily record of patients and will make these accessible to the Insurance company's authorized personnel.
- 11. Dental treatment: is a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
- 12.Dependents: mean only the family members listed below:
  - i. Insured's legally married spouse,
  - ii. Insured's dependent children
  - iii. Insured's parents or parents in-law
- **13. Deductible:** A deductible is a cost-sharing requirement under this Policy that provides that the Company will not be liable for a specified rupee amount of the covered expenses, which will apply before any benefits are payable by the Company. A deductible does not reduce the Sum Insured. Deductible is applicable per Insured per claim
- 14. Disease: means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner to that effect.
- 15. Disclosure to information norm: The Policy shall be void and all Premium paid here on shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

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- **16. Domiciliary hospitalization:** means medical treatment actually taken at home for a period exceeding 3 days, for an illness/disease/injury which in the normal course would require care and treatment at a Hospital but is actually undertaken while confined at home under medical advice and under any of the following compelling 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 a room in a hospital.
- 17. Emergency Care: means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and required immediate care by a Medical Practitioner to prevent death or serious long term impairment of the Insured Person's health.
- **18.Family** means the member/employee, his/her spouse, children, parents and /or blood relatives i.e. brother or sister subject to the maximum ages as specified in the Policy and mentioned in the schedule forming part of this Policy.
- 19. Family Floater: means a Policy described as such in the Schedule where under You and Your Dependents named in the Schedule are insured under this Policy from date of inception. The Sum Insured for a Family Floater means the sum shown in the Schedule which represents Our maximum liability for any and all claims made by You or Your Dependents during the Policy Period.
- **20. 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.
  - 21. Hospital/Nursing Home 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:

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--has qualified nursing staff under its employment round the clock;



- --has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other
- --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 makes these accessible to the insurance company's authorized personnel.
- 22. Hospitalization: means admission in a Hospital/Nursing Home for minimum period of 24 consecutive hours in Inpatient Care except for specified procedures/treatments, where such admission could be for period of less than 24 consecutive hours.
- 23. Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 24. Illness: means sickness or disease or a pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy period and requires medical treatment.

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.

Chronic condition - A chronic condition is defined as 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 of 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.

- 25. In-patient means the person(s) named in the Schedule to this Policy who is/are admitted to Hospital/Nursing Home and stays for at least 24 hours for the sole purpose of receiving medical treatment covered under the Policy.
- 26. Inpatient Care means a treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.

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- **27.Proposer** means the person authorised by the group to propose for insurance on behalf of the members of the group.
- **28.Insured** means the Group Owner named in the Schedule who has finalised the terms on behalf of the Insured Persons and in whose name the Policy is issued.
- **29.Insured Person** means the person named in the Schedule to this Policy, having a place of residence in India and who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
- **30.Loss of Limb** means physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.
- **31.In-Patient Care** means treatment for which the Insured/Insured Person has to stay in a Hospital for more than 24 hours for a covered event.
- **32. Intensive Care Unit:** 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
- **33.Out-Patient (OPD) treatment/Care** means treatment is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for a diagnosis and treatment based on the advice of a medical practitioner. The Insured is not admitted as a Day Care or Inpatient.

# **Medical Practitioner**

"Medical Practitioner" is 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 license, provided that this person is not the Insured/Insured Person or a member of his/her family.

34.

**Medical Expenses:** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account o f Illness or 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.



- 35. Medical Advise: Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 36. Medically Necessary treatment means any treatment, tests, medication, or stay in a Hospital/Nursing Home which
  - is required for the medical management of the illness or injury suffered by the Insured Person(s):
  - must not exceed the level of 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.
- 37. Notification of a 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.
- 38.Period of Insurance/Policy Period means the period between the inception date and the expiry date of the Policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.
- 39.Permanent Total Disablement or PTD means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.
- 40.Permanent Partial Disablement or PPD means bodily injury of such nature as permanently reduces the earning capacity of the Insured/Insured Person in any employment which he was capable of undertaking at the time of accident, as assessed by a Doctor appointed by the Company.
- 41.Physical Separation means separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.
- 42.Policy includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.
- 43. Portability: means transfer by an individual health insurance policyholder (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.
- 44. "Policy Period" means the period between the inception date and the expiry date of the policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.

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- **45.** "Policy Year" means a year from the date of inception.
- **46.** "**Proposal Form**" means the proposal and any other information given by the Insured to the company prior to the inception of the Policy which forms the basis of this contract of insurance.
- **47. Qualified Nurse** means a qualified person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- **48.Reasonable and Customary Charges** mean 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 among comparable providers only, taking into account the nature of the illness / injury involved.
- **49. 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.
- **50. Schedule means the** Schedule attached to and forming part of this Policy mentioning Your details, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- **51.Standard Type of Aircraft** means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.
- **52. Subrogation:** 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.
- 53. Sum Insured means, subject to terms, conditions and exclusions of this Policy, the Sum Insured representing Our maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of the Insured person(s)
- **54. Surgery or Surgical operation** means manual and/or operative procedures for correction of illness or Injury, deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a Hospital/Nursing Home or Day Care centre by a Medical Practitioner.

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- **55.Table or Table of Benefits** means the Table of Benefits specified under the Accident Benefit section of this Policy.
- **56. Alternative Treatment** are forms of treatments other than treatment under "Allopathy" or "Modern Medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
- **57. Unproven/Experimental treatment**: Treatment including drug experimental therapy which is not based on established medical practice in India and is a treatment experimental or unproven.

# Scope of Cover

# (A) ACCIDENT BENEFIT

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon,

- i. **If** during the **Period of Insurance** the Insured/Insured Person shall sustain bodily injury by reason of an accident anywhere in the world **And**
- ii. within 12 months of the accident, such bodily injury solely and directly results in Death or Disablement of the nature specified below **Then**
- iii. the Company shall pay the corresponding Benefit indicated in the Table below together with any Additional Benefits as may be applicable:-

#### (Table-1)

Cover	Benefits	Percentage of CSI Payable
1.	Death	100%
2.	. Permanent Total Disablement (PTD)  i) Loss of sight of both eyes 100%	
	ii) Loss of, by physical separation of two entire hands or two entire feet	100%
	iii) Loss of one entire hand and one entire foot	100%
	<ul><li>iv) Loss of sight of one eye and such loss of one entire hand or one entire foot</li></ul>	100%
	<ul> <li>v) Complete loss of hearing of both ears and complete loss of speech</li> </ul>	100%
	vi) Complete loss of hearing of both ears and loss of one limb/loss of sight of one eye	100%
	vii) Complete loss of speech and loss of one limb/loss of sight of one eye	100%



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viii) Sight of one eye or of the actual loss by	50%
physical separation of one entire hand	
or one entire foot	
ix) Loss of use of an entire hand or a foot	50%
without physical separation.	
For the purpose of item 2 above, physical separ	ation of one entire hand shall mean
separation at or above wrist and/or of the foot at	
x) Permanent total and absolute	
disablement disabling the	100%
Insured/Insured Person from engaging	
in any employment or occupation of	
any description whatsoever	
3. Permanent Partial Disablement (PPD) – In	case of multiple partial disabilities
company's liability shall not exceed the CSI.	case of maniple partial disabilities
i) Loss of toes-all	20%
ii) Loss of Toes Great - both	05%
	00 /0
phalanges	030/
iii) Loss of Toes Great - one phalanges	02%
iv) Loss of Toes Other than great, if more	01%
than one toe lost, each	
v) Loss of hearing-both ears	50%
vi) Loss of hearing –one ear	15%
vii) Loss of speech	50%
viii) Loss of four fingers and thumb of	40%
one hand	
ix) Loss of four fingers	35%
x) Loss of thumb –both phalanges	25%
xi) Loss of thumb- one phalanx	10%
xii) Loss of index finger-three phalanges	10%
two phalanges	8%
one phalanx	4%
xiii) Loss of middle finger-three phalanges	06%
two phalanges	04%
one phalanx	02%
xiv) Loss of ring finger-three phalanges	05%
two phalanges	04%
one phalanx	02%
xv) Loss of little finger-three phalanges	04%
two phalanges	03%
one phalanx	02%
xvi) Loss of metacarpals-first or second,	03%
third, fourth or fifth	2%
xvii) Any other Permanent Disablement	
xvii) Aily other Fermanent Disablement	Percentage as assessed by panel Doctor.
4. Temporary Total Disablement (TTD)	
4. Temporary Total Disablement (TTD)	If such injury shall be the sole and
	direct cause of temporary total
	disablement, then so long as the
	Insured/Insured Person shall be
	totally disabled from engaging in any
	employment or occupation of any



	description whatsoever, a sum at the rate of 1% of the Capital Sum Insured under this Section hereto per week, but in any case not exceeding Rs. 6000/- per week and a maximum of 100 weeks in all, under this policy in respect of any one injury calculated from the date of commencement of disablement and in no case exceeding the Capital Sum Insured.
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# (B). ADDITIONAL BENEFITS

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or expressed or endorsed hereon, in the event of a claim for Accident Benefit being admitted, the Company shall pay the Additional Benefits specified hereunder in the following circumstances:-

i.	Transportation of Dead body and	2% of Capital Sum Insured
	funeral expenses.	or Rs. 2,500/- (Two thousand five hundred) or
	In the event of Accidental death of Insured/	actual whichever is lower.
	Insured Person outside his/her Home,	
	reimbursement of transportation cost for	
	carriage of dead body to Home including	
	funeral/cremation charges.	
ii.	Ambulance Charges	Rs. 1000/- (one thousand) per Insured Person
	Reimbursement of Ambulance charges for	for any one accident or actual expenses
	transportation of Insured/Insured Person to	whichever is lower.
	Hospital following accident	
iii.	Education Fund	
	In the event of Accidental death or	
	Permanent Total Disablement of	
	Insured/Insured Person Education Fund	
	for dependent children as below	-10% (Ten percent) of C.S.I subject to a
	a) If one child up to the age of 25 yrs.	maximum of Rs. 12500/
		-10% (Ten percent) of C.S.I subject to a
	b) If more than one child up to the age of	maximum of Rs. 25000/- in respect of all
	25 yrs.	children.

Special Conditions applicable to Benefits A and B under Scope of Cover.

- The Company shall not be liable for:
- Any other payment, after a claim under cover 1 or 2 (except 2viii and 2ix) of Table of Benefits has been admitted and become payable other than for payments under Additional Benefits mentioned above.
- Any payment in case of more than one claim under the Policy during any one period of insurance by which the maximum liability of the Company in that period would exceed the Capital Sum Insured. This would not apply to payments made under B (above) and any extension opted with a Sum Insured in addition to Capital Sum Insured.



3. Payment of weekly compensation until the total amount shall have been ascertained and agreed.

## **General Exclusions**

This Policy does not provide benefits for Accidental death, disability, expenses or loss incurred as a result of any Injury attributable directly or indirectly to the following:

- 1. Any existing disability existing prior to the inception of the first policy with Company.
- 2. Accidental death or permanent disability due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 3. Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- 4. Any injury arising or resulting from the Insured/Insured Person or any of his family members committing any breach of law with criminal intent or participating in an actual or attempted felony, riot, crime, misdemeanor or civil commotion.
- Accidental Death or permanent disablement or Injury due to accidental injury arising out
  of or directly or indirectly connected with or traceable to war, invasion, act of foreign
  enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution,
  insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and
  detainments.
- 6. In the event the insured person is a victim of culpable homicide, i.e. where the insured dies due to act committed against him, which act is committed with the intention of causing death or with the intention of causing bodily injury as is likely to cause death or with the knowledge that such act is likely to cause death.
- 7. Directly or indirectly caused or contributed by congenital anomaly, venereal disease, sexually transmitted disease, AIDS or insanity.
- 8. Accidental Death or permanent disablement due to accidental injury, directly or indirectly, caused by or contributed to by 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;
  - ii) Nuclear weapons material.
- Accidental Death/Disablement/Hospitalization resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
- 10. Loss due to disease/infection or as a result of any curative treatments or interventions that you carry out or have carried out on your body, except where such condition arises directly as a consequence of an accident during the policy period.
- 11. While the Insured/Insured Person is participating in or training for any sport as a professional.
- 12. Accidental Death or disability arising or resulting from an "Act of Trespassing" by the Insured/Insured Person on any public/private property.
- 13. Any claim in respect of the Insured/Insured Person from:
  - i. intentional self-injury, suicide or attempted suicide
  - ii. abuse of intoxicants or hallucinogens including drug and alcohol
  - iii. Driving any vehicle without a valid driving licence
  - iv. whilst engaging in aviation or ballooning whilst mounting into, learning to operate any aircraft, dismounting from or travelling 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



- v. whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, training for any sport as a professional, 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.
- 14. Natural Death or Death/disability due to illness/sickness.

# Specific Exclusions applicable to Accidental Medical Benefit Extension

- 1. Any hospitalization for an existing disability from a previous accident which has occurred prior to the first inception of this Policy.
- 2. Any stay in Hospital for an injury due to accident without undertaking any treatment.
- 3. Any hospitalization for accidental injury aggravated by an existing disability or preexisting illness / condition / injury.
- 4. Any hospitalization, resultant from an accidental injury, received in convalescent homes, convalescent hospitals, health hydros, nature cure clinic or similar establishments.
- 5. Any hospitalization due to an accidental injury where the treatment by a family member or self medication or any treatment that is not scientifically recognized is taken.
- 6. Vaccination and inoculation of any kind unless forming part of treatment for injury due to an accident as prescribed by the Medical Practitioner.
- 7. Vitamins and tonics unless forming part of treatment for injury due to an accident as prescribed by the Medical Practitioner.
- 8. Aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to accident or as a part of any injury.
- 9. Treatment taken from persons not registered as Medical Practitioners.
- 10. Loss caused directly or indirectly, wholly or partly by bacterial infections (except pyogenic infections which shall occur through an accidental cut or wound) or any other kind of disease.
- 11. Any other medical or surgical treatment except as may be necessary solely as a result injury.
- 12. Any treatment taken outside India.

## **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:

#### **Claim Intimation**

The claim has to be intimated to the Company's Call centre XXXX-XXXX or in writing at the nearest/Policy issuing office of the Company immediately or as early as reasonably possible but not later than 30 days from the date of loss.

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

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



In case of Accidental Death, written notice of the death must be given before internment / cremation, and in any case, within one calendar month after the death,

In the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.

Any Medical or other agent of the Company shall be allowed to examine the Insured/Insured Person on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company.

The following is the list documents required to be submitted within 30 days of intimation of the claim.

#### **Accidental Death:**

- Claim Form duly filled in and signed.
- **Doctors Report**
- Death certificate.
- Copy of post Mortem report. (wherever it is conducted)
- F.I.R, Police Panchanama / Final Investigation report (in case of accident outside residence)
- Copy of treatment papers, if any
- Newspaper cutting (in case the accident has been reported by press)

#### **Permanent Disablement Claims:**

- Claim Form duly filled in and signed.
- Copy of treatment papers, if any
- Disability Certificate or Medical Report determining disability.
- FIR, Police Panchanama (in case of accident outside residence)

#### **Temporary Total Disability Claims:**

- Claim Form duly filled in and signed.
- Copy of treatment papers and copy of medical investigation report / X-rays.
- Fitness certificate from the treating doctor.
- Leave certificate (for salaried people)
- Salary certificate / income proof

## **Transportation of mortal remains:**

- Bills/receipt towards cost of transportation of the mortal remains to the place of residence/hospital and/or cremation/burial ground.
- Receipt of Cremation Charges

#### **Ambulance**

Bills/receipt from a registered Ambulance Service Provider

#### **Education Grant:**

- Proof of number of dependent children viz. Ration card
- Age proof of the dependent children

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The Company may carry out verification on a case to case basis to ascertain the facts/collect additional information/documents of the case. Cost of such verification shall be borne by the Company.

Completed claim form must be furnished to the Company within thirty (30) days after the date of such loss. Failure to intimate the claim and/or furnish all the documents within the time required shall not invalidate nor reduce any claim if the Insured/Insured Person can satisfy the Company that it was not reasonably possible for the Insured/Insured Person to intimate or give proof within such time. However, no proof will be accepted if furnished later than one (1) year from the time the loss occurred.

#### **Claim Settlement**

The Company shall within a period of 30 days on receipt of final completed set of documents/investigation reports (if applicable) offer settlement of the claim. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of 30 days of the receipt of the final completed set of documents/investigation reports (if applicable), in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

Company shall pay interest in cases of delay in settlement of claims, as per Reg. 9(6) of IRDA (Protection of Policy Holder's Interests) Regulations 2002

# **General Conditions**

## 1. Duty of Disclosure

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or non-disclosure of any material particulars as sought to be declared in the proposal form, personal statement, declaration as sought to be declared 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 or any one acting on his/their behalf to obtain a benefit under this Policy.

The Insured/Insured Person must exercise the duty to disclose those matters to the Company in writing before opting extension, variation, endorsement or reinstatement of the Contract which may lead to adjustment in the scope of cover and/or premium, if necessary, accordingly.

## 2. Observance of Terms and Conditions

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

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#### 3. Alteration of Risk

All coverage under this Policy shall cease if any alteration be made whereby the risk of injury is increased unless such alteration be agreed by the Company in writing.

The Insured/Insured Person shall give immediate notice to the Company of any change in business or occupation. Such intimation is not mandatory when only the employer changes but the nature of occupation does not change.

The Insured shall on tendering any premium for the renewal of this Policy give notice in writing to the Company of any change in occupation category since the payment of last preceding premium.

## 4. No constructive notice

Any knowledge or information of any circumstance or condition in connection with the Insured Person in possession of any official of the Company shall not be deemed to be notice or be held to bind or prejudicially affect the Company, or absolve the Insured/Insured Persons from their duty of disclosure, irrespective of acceptance of premium by the Company.

# 5. 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 representative, as the case may be, of any Benefit under the Policy shall in all cases be an effectual discharge to the Company.

## 6. 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.

# 7. Electronic Transactions

The Insured/Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call 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 this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. Sales through such electronic transactions shall ensure that all conditions of section 41 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/confirmed by the Insured/Insured Person.

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#### 8. Position after a claim



For Accidental Death or Permanent Total Disablement (cover (1) and (2) except 2viii and 2ix of Table of Benefits) claim, the Insured Person(s) in respect of whom such claim is admitted, shall stand deleted from the Policy as and from the date of accident. For Permanent Partial Disablement and Temporary Total Disablement (cover (3) and (4) of Table of Benefits) claim, the Capital Sum Insured shall stand reduced in respect of Insured person, to the extent of amount admitted under the claim towards Accident Benefit. For Family floater cover this reduced limit shall apply to all members covered under the family.

## 9. Fraudulent Claims

- (a) If any claim is in any respect fraudulent, or if any false statement, or declaration be made or used in support thereof, or if any fraudulent means or devices be used by an Insured Person or anyone acting on his / her behalf to obtain any benefit under this Policy then this Policy shall be void for any such Insured Person and all benefits due to him/her under this Policy shall stand forfeited.
- (b) Notwithstanding the above and without prejudice thereto, the Company shall at all times be at liberty and be entitled, to exercise, all its legal rights and remedies against any Insured Person and others concerned for recovery of the benefit or of moneys paid under the Policy in respect of a claim subsequently discovered to be fraudulent or in anywise not payable in terms of sub-clause (a) above.
- 10. If a claim is rejected or partially settled and is not the subject of any pending suit or other proceeding or arbitration, as the case may be, within twelve months from the date of such rejection or settlement, the claim shall be deemed to have been abandoned and liability of the Company extinguished and shall not be recoverable thereafter.

#### 11. Law and Jurisdiction

The geographical scope of this Policy will be worldwide only for Coverage under Table of benefits 1,2,3 & 4 however the claims shall be settled in India in Indian rupees. The provisions of this Policy shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in India.

# 12. Cancellation / Termination

The Company may at any time, cancel this Policy, on grounds of misrepresentation, fraud, non disclosure of material fact as sought to be declared on the proposal form or non co-operation by the insured, by giving 15 days notice in writing by Registered Post. Notice to the Insured/Insured Person will be sent at his/her last known address. The Company shall not be liable to repay the premium for the unexpired term.

The Insured/Insured Person may also give 15 days notice in writing, to the Company, for the cancellation of this Policy/certificate of Insurance, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

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	Rate Of Premium
Period On Risk	Refunded
Up to I month	75% of annual rate
Up to 3 months	50% of annual rate
Up to 6 months	25% of annual rate
Exceeding six months	Nil

#### 13. Free-look Cancellation

On the first inception of the Policy, 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. You have the option of cancelling the Policy stating the reasons for cancellation, if You have any objections to any of the terms and conditions. We shall refund the premium paid after adjusting the amounts spent on stamp duty charges and proportionate premium (If Policy has already commenced). Cancellation will be allowed only if there are no claims paid or reported under the Policy. Free look provision is not available at the time of renewal of the Policy.

# 14. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured/Insured Person's rights of recovery thereof against any person or organization, 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 but does not apply to benefit sections.

# 15. Contribution

If there shall be existing any other insurance covering the same Insured/Insured Person whether effected by the Insured/Insured Person or not and If the Claim amount exceeds the Sum Insured under the Policy after considering the deductible or Co-pay, the Company shall not be liable to pay or contribute more than its ratable proportion of Claim. This clause does not apply where Claim amount is not exceeding the Sum Insured and/or to benefit sections under this Policy. Insured Person has the right to choose the Insurer by who Claim to be settled.

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This clause applies only to coverage under the indemnity section of the Policy

# 16. Renewals

a. We shall not be bound to give notice that renewal is due.

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Mumbai 400 098, India



- b. If You desire renewal, You shall apply to the Company for the same prior to expiry of the Policy Period of Insurance.
- c. Renewals are deemed to be continuous when received within a period of 30 days from the date of expiry of last policy, subject to however, to the effective policy inception date being reckoned from such period when the renewal premium is received by Us.

Policy will be considered as a fresh policy if there is a break of thirty or more days between the previous policy expiry date and current policy start date.

We will not be liable to pay any benefit or expenses (as payable) incurred during break period.

There will be no exit age on the Policy.

The Insured/Insured Person shall give immediate notice to the Company of any change in business, occupation or change in nature of duties. Such intimation is not mandatory when only the employer changes but the nature of occupation does not change and upon such disclosure the Company shall be entitled to modify or vary the terms of insurance and/or premium, if necessary, accordingly

- d. A Policy shall be ordinarily renewable for lifetime unless:
  - any fraud, misrepresentation, non cooperation or suppression of material facts as sought to be declared on the Proposal form by Insured or on behalf of Insured is found either in obtaining insurance or subsequently in relation thereto or,
  - II. We have discontinued issuance of Policy under this Product, in which event Insured will have the option of renewal under any similar Policy being issued by Company; provided however, benefits payable shall be subject to the terms contained in such other Policy. Such modification or revision of the terms and conditions of the Product shall be intimated to Insured 3 months in advance along with reasons of modification and revision.
- e. Based on the experience of the Product, Premium, terms and conditions may be revised subject to prior approval of Insurance Regulatory and Development Authority. Such revision shall be intimated to you 3 months in advance with an option of renewal under any similar Policy being issued by Us. However, benefits payable shall be subject to the terms contained in such other Policy.

## 20. Continuity Benefits

For Roll Over Cases (Portability Policies) Continuity benefits shall be offered to all Insured/Insured Persons in accordance with IRDA circular as may be issued from time to time.

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Portability benefits are not automatically applicable under the Policy unless application for portability has been specifically made and subsequently accepted by the Company.

Where the product is offered to the customers of a specific institution, with which the Company has a tie up, continuity of benefits will be provided under the same or similar policies available with the Insurer during such period in the event that such tie-up has been discontinued.

# 17. Operation of Master Policy

A Master Policy when issued shall be for a group for the duration as specified in the Schedule. thereto, All additions to the Master Policy shall be by way of certificate/s of insurance valid for a period of one year commencing from the actual date of addition to the Master Policy, it being agreed and understood that the Company shall continue to extend the benefit of coverage of insurance to the Insured Person(s) in the same manner on renewal of the Master Policy or until expiry of the certificates of insurance whichever is later.

**18. Endorsements**: Following type of endorsement are permissible under the Policy.

# **Premium Bearing**

- Increase in Sum Insured Subject to underwriting approval.
- Decrease in Sum Insured
- Addition of member
- Deletion of member
- Policy cancellation Subject to underwriting approval.
- Addition of Covers Subject to underwriting approval.
- Change of Occupation

# Non Premium Bearing

- Address change
- Corrections Names, address etc
- Changes in details of members covered under the Policy

Above list is indicative.

# 19. Place/Currency

No claim shall be payable under this Policy for any treatment or expenses outside India. All claims shall be payable in India and in Indian Rupees only.

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#### 20. Notice

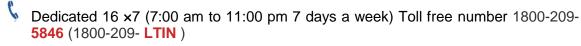


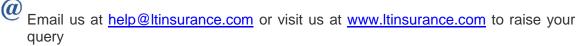
Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the nearest office of the Company. In case the Policy is sold via voice log the notice to the Company may be placed via same mode.

## 21. Customer Support

L&T General Insurance Company has a strong focus on providing exemplary Service to our Customers.

Our customers can contact us through the below mentioned touch points.







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od. Notwork of Branches

Write to us at our Corporate office address – L&T General Insurance Company Limited

6th Floor, City 2, Plot No. 177, CST Road, Near Bandra Kurla Telephone Exchange, Kalina, Santacruz (East), Mumbai – 400098, India.

## **Senior Citizen Cell**

'Good things come with time' and so for our customers who are above 60 years of age We have created special channels to address any health insurance related query. At L&T Insurance, our senior citizen customers can reach us through the below dedicated channels to enable us to service them promptly

- Dedicated prompt in our Toll Free Number 1800-209- 5846 (1800-209- LTIN)
- SMS "SENIOR" to 5607058
- Email us at 'senior@ltinsurance.com'

#### 22. Grievances Redressal Procedure

Our Grievance Management process follows a philosophy of providing ease of complaint redressal to the customer as well as influencing effectiveness of service delivery by in depth analysis of grievance causes.

You or your legal representative can approach us through the below mentioned touch points:

- Call us on toll-free number: 1800-209-5846 - Email on 'help@ltinsurance.com'

- Write to us at: Head-Customer Services at our Corporate Office Address In case You are not satisfied with the decision of the above office. You may:

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- Email on 'grievance@Itinsurance.com'
- Write to us at: Grievance Officer at our Corporate Office Address

L&T General Insurance Co. Ltd. shall abide by Insurance Regulatory and Development Authority (Protection of Policy holders Interests) Regulations, 2002. Under this Regulation and with an objective to provide a forum to Policy holders for resolution of claims related complaints, Insurance Ombudsman has been constituted under the aegis of Governing Body of Insurance Council, list of which is given below. For further Information you could refer to <a href="http://www.gbic.co.in/contact.html">http://www.gbic.co.in/contact.html</a>.

The details of the Insurance Ombudsman and their jurisdiction are as listed below-

Ombudsman Offices		
Areas of Jurisdiction	Addresses of the Ombudsman Offices	
State of Gujarat and Union	AHMEDABAD	
Territories of	2nd Floor, Ambica House,	
Dadra & Nagar Haveli and	Nr. C U Shah College, 5, Navyug Colony, Ashram Road,	
Daman and	AHMEDABAD-380014	
Diu.	Tel: 27546150, Fax: 079-27546142	
	Email: insombalhd@rdiffmail.com	
States of Madhya Pradesh and	<b>BHOPAL</b> 1st Floor, 117, Zone II (Above D M Motors Pvt.	
Chattisgarh.	Ltd.), Maharana Pratap Nagar, BHOPAL-462 011	
	Tel: 0755 - 2769200, Fax: 0755-2578103	
	Email:insombmp@satyam.net.in	
State of Orissa.	BHUBANESWAR 62, Forst Park, BHUBANESWAR-751	
	009. Tel: 2535220, Fax: 0674-2531607	
	Email:susantamishra@yahoo.com, ioobbsr@vsnl.net	
States of Punjab, Haryana,	CHANDIGARH	
Himachal Pradesh, Jammu &	S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector	
Kashmir and Union territory of	17 D, CHANDIGARH-160 017	
Chandigarh.	Tel: 0172- 2706196 EPBX:0172-2706468 Fax: 0172-	
	2708274	
State of Tamil Nadu and Union	CHENNAI	
Territories - Pondicherry Town	Fatima Akhtar Court, 4th Floor, 453 (Old 312) Anna	
and Karaikal (which are part of	Salai, Teynampet, CHENNAI-600 018	
Union Territory of	Tel: 24333678, 24333668, 24335284	
Pondicherry).	Fax: 044-24333664 Email:insombud@md4.vsnl.net.in	
States of Delhi and Rajasthan.	DELHI	
	2/2 A, Universal Insurance Bldg, Asaf Ali Road,	
	NEW DELHI-110 002	
	Tel: 23239611, Fax: 011-23230858	
	Email: insombudsmandel@netcracker.com	
States of Andhra Pradesh,	HYDERABAD	
Karnataka _	6-2-46, Yeturu Towers, Lane Opp. Saleem Function	
and Union Territory of Yanam -	Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500	
a part of	004	
the Union Territory of	Tel: 55574325, Fax:040-23376599	
Pondicherry.	Email:insombud@hd2.vsnl.net.in	
State of Kerala and Union	KOCHI	

call 1800 209 5846

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Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmankochi@hclinfinet.com
States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands.	KOLKATTA  North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001  Tel: 22212666, 22212669, Fax:033-22212668
States of Uttar Pradesh and Uttaranchal.	LUCKNOW Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in
States of Maharashtra and Goa.	3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email:ombudsman.i@hclinfinet.com
States of Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	GUWAHATI Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051
Address and contact number of Governing Body of Insurance Council	Secretary General Governing Body of Insurance Council 5 <sup>th</sup> Floor, Royal Insurance Building, 14 Jamshedji Tata Road, Churchgate, Mumbai 400020 022-22817515 Email: inscoun@vsnl.net

23. IRDA Regulations: This Policy is subject to Regulations of IRDA (Protection of Policyholder's Interest) Regulations, 2002 as amended from time to time.