my:health Group Medisure Insurance
Policy Wording

A PREAMBLE

The Insured named in the Schedule has, by a Proposal and declaration which shall be the basis of the 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.

Subject to the terms, conditions, exclusions, stipulations and definitions contained herein or endorsed or otherwise expressed hereon, if during the **Policy Period**, the Insured Person shall contract any disease or illness or suffer any injury and is required to undergo treatment by way of Hospitalisation in any Hospital/Nursing Home in India upon the advice of a duly qualified Medical Practitioner, the Company agrees to pay to the Insured Person or his/her nominee or legal representative or to the Hospital/Nursing Home, as the case may be expenses related to such treatment by reimbursement of expenses or payment of **Benefits** covered under this Policy, not exceeding the **Sum Insured** for the Insured Persons and their respective family members, whenever covered and for all claims during such Policy Period the total Sum Insured mentioned in the Schedule.

B DEFINITIONS

Following words and expressions which are defined shall bear the same meaning wherever they appear in this Policy:

"Accident" is a sudden, unforeseen and involuntary event caused by external and visible means within the policy period.

"Any one Illness" means a continuous period of illness and includes relapse within 45 days from the date of last consultation at the Hospital/Nursing Home where treatment was taken. Occurrence of same illness after a lapse of 45 days as stated above will be considered as fresh illness for the purpose of this Policy.

"Congenital External Anomaly" means a condition(s) which is present since birth, in the visible and accessible parts of the body, and which is abnormal with reference to form, structure or position.

"Congenital Internal Anomaly" means a condition(s) which is present since birth, but is internal and not visible or known.

"Day Care treatment" means Medical Treatment and/or Surgical Procedure undertaken in a Hospital/Nursing Home/Day Care Centre under General or Local Anaesthesia, on the recommendation of a Medical Practitioner for diseases, illness or injury which require hospitalisation for less than 24 hours due to advancement in technology. This excludes all procedures or treatment taken in an Out-Patient department.

"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.

"Emergency Assistance Service Provider" means any organization or institution appointed by the Company for providing services to the Insured / Insured Person for an insurable event outside Indian territory.

"Hospital/Nursing Home" means an establishment in India for indoor medical care and treatment of patients which:

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a). is registered with the appropriate local authorities as such and benefits from the supervision of a Medical Practitioner on a 24 hour basis, or
b). complies with at least the following criteria:
i) it has at least 10 inpatient beds;
ii) it has a fully equipped operating theatre where surgery is performed;
iii) it employs qualified nursing staff on a 24 hour basis;
iv) maintains a daily records of patients.
c. By the nature of the medical treatment provided is an establishment properly recognised as a Hospital/Nursing Home within the locality and fulfills all the demands ordinarily or customarily of a Hospital for medical treatment, and where all medical treatment is administered by a Medical Practitioner, and is not, 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.

"Hospitalisation Expenses" mean expenses for treatment as In-Patient in a Hospital for a minimum period of 24 hours (except in respect of Day Care treatment), as admissible under this Policy, under the following heads or otherwise expressly covered under this Policy:-

- Hospital (Room & Boarding and Operation Theatre) charges.
- Fees of Surgeon, Anesthetist, Nurse, Specialists.
- Cost of diagnostic tests, medicines, blood, oxygen, internal appliances like pacemaker as long as this is medically necessary.

"Illness" means sickness or disease first diagnosed during the Policy period for which immediate treatment by a Medical Practitioner is necessary.

"Injury" means physical injury caused by unintended means during the Policy period.

"In-patient" means an Insured Person who is admitted to Hospital/Nursing Home and stays for at least 24 hours for the sole purpose of receiving treatment.

"Out-patient" means an Insured Person who is taking treatment for any illness or injury from a registered medical practitioner either in a hospital/ Nursing home or at his/her clinic wherein not requiring any hospitalization or requiring less than 24 hours hospitalization.

"**Base Policy**" means this policy providing total coverage and excluding extensions, if any.

Primary Policy means base policy with desired extensions or any or all other medical indemnity schemes purchased or obtained by the Insured/Insured Person as per the details declared at the time of proposing for this insurance and as set out in the Schedule to this Policy and does not include any Benefit Health Policy/Scheme

"Out-Patient Medical Expenses" mean reasonable charges unavoidably incurred by the Insured Person for the medical treatment of disease, illness or injury as an out-patient.

"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.

"Insured Person" means the person(s) named in the Schedule and/or Annexure to this Policy, having a place of residence in India, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
"Medical Charges" mean reasonable charges unavoidably incurred by the Insured Person for the medical treatment of disease, illness or injury the subject matter of the claim as an In-patient in a Hospital/ Nursing Home, and includes the costs as defined under Hospitalisation Expenses and Pre & Post Hospitalisation Expenses.

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"Medical Practitioner" means a person who holds a degree/ diploma of a recognised institution and is registered with the Medical Council in respective States of India. The term Medical Practitioner includes a physician, specialist and surgeon, provided that this person is not a member of the Insured Person's family.

“Medically Necessary” treatment means any treatment, tests, medication, or stay in a Hospital/Nursing Home which

- is required for the medical management of the disease, illness or injury suffered by the Insured Person;
- 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.

“Network Hospital” mean all such Hospitals in which Cashless facility may be availed by the Insured Person for treatment as provided in this Policy. The list of Network Hospitals shall be available with the Company/TPA and be subject to amendment from time to time.

"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.

“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.

"Post-hospitalisation expenses" mean relevant medical expenses incurred during a period up to 60 days, after hospitalisation for treatment of disease, illness or injury sustained and considered a part of a claim for Hospitalisation Expenses admissible under this Policy.

"Pre-hospitalisation expenses" mean relevant medical expenses incurred during a period up to 30 days, prior to hospitalisation for treatment of disease, illness or injury sustained and considered a part of a claim for Hospitalisation Expenses admissible under this Policy.

"Pre-existing condition" means any disease/illness/injury/ailment or related condition for which Insured Person had signs or symptoms, and / or diagnosed, and / or received medical advice/ treatment, within 48 months prior to the first Policy taken from the Company.

“Domiciliary Hospitalisation” means medical treatment for a period exceeding three days for disease/injury which in the normal course would require care and treatment at a Hospital/Nursing Home but is actually taken whilst confined at home in India under any of the following circumstances namely :-

i) the condition of the patient is such that he/she cannot be removed to Hospital/Nursing Home, or
ii) the patient cannot be admitted to Hospital/Nursing Home for lack of accommodation therein.

Domiciliary hospitalisation benefits shall be subject to the limit stated in the Schedule attached hereto and shall in no case cover:

a) expenses incurred for Pre & Post Hospital treatment and
b) expenses incurred for treatment of any of the following diseases :
   i. Asthma
   ii. Bronchitis
   iii. Chronic nephritis and nephritic syndrome
   iv. Diarrhea and all types of dysenteries including gastroenteritis
   v. Diabetes mellitus and insipidus
   vi. Epilepsy
   vii. Hypertension

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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 pharangitis
xii. Arthritis, gout and rheumatism.

"Qualified Nurse" means a person who holds a certificate of a recognized Nursing Council and is employed on recommendation of the attending Medical Practitioner.

"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 disease/ illness / injury involved.

"Schedule" means the Schedule attached to and forming part of this Policy mentioning the details of the Insured/Insured Persons, 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.

"Sum Insured" means, subject to terms, conditions and exclusions of this Policy, the Sum Insured representing the Company's maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of each Insured Person.

Where the Policy is obtained on Floater basis(for the specific members opted by each group), the Sum Insured as specified in the Schedule to the Policy representing the Company's maximum liability for all claims during the Policy Period, with/without individual limit for each Insured Person, as opted.

In the event of a claim being admitted under the Policy, the Sum Insured for the remaining Policy Period shall stand correspondingly reduced by the amount of claim paid or admitted and shall be reckoned accordingly.

In respect of extensions this Sum Insured will be referred as Base Policy Sum Insured.

"Co-Payment" means a cost-sharing requirement under a health insurance Policy that provides that the Insured Person will bear a specified percentage of the admissible costs. A co-payment is applicable on a claim and does not impact the sum insured.

"Excess" means a cost-sharing requirement under a health insurance Policy that provides that the Insured Person will bear a pre declared amount from admissible costs. An excess is applicable on a claim and does not impact the sum insured.

"Franchise" is that declared amount upto which all admissible claims under the Policy would be borne by the Insured Person. A franchise is applicable on a claim and does not impact the Sum Insured.

"Co-Insurance" means coverage of risk by several Insurers under a single Policy.

"Surgical operation" means manual and/or operative procedures for correction of deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a Hospital/Nursing Home.

"Third Party Administrator or TPA/Service Provider" means an organisation or institution that is licensed by the IRDA to act as a TPA and engaged for a fee or remuneration to provide Policy and claims facilitation services to the Insured/Insured Person and the Company.

C SCOPE OF COVER

The Company hereby agrees to pay in respect of an admissible claim, any or all of the following **Expenses** subject to the **Sum Insured**, definitions, limits, terms, conditions and exclusions contained or otherwise expressed in this Policy.

1. Hospitalisation Expenses

2. Pre-Hospitalisation Expenses

3. Post-Hospitalisation Expenses

4. Domiciliary Hospitalisation Expenses

5. Day Care Expenses

Note: It is expressly agreed and understood that all expenses covered under the aforesaid covers shall be calculated at usual, reasonable and customary changes as defined above.

D EXCLUSIONS

The Company shall not be liable to make payment for any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following except covered by way of an extension:

1. All pre-existing diseases / illness / injury / conditions as defined in the Policy, until 48 months of continuous covers have elapsed since inception of the first Policy with the Company.
2. Any disease contracted and/or medical expenses incurred in respect of any disease/illness by the Insured/Insured Person during the first 30 days from the commencement date of the Policy except in case of accidental injuries. This exclusion doesn't apply for Insured/Insured Person having any health insurance indemnity policy in India atleast for 1 year prior to taking this Policy as well as for subsequent renewals with the Company without a break.
3. Treatment towards Cataract, Hysterectomy for Menorrhagia or Fibromyoma, Knee Replacement Surgery (other than caused by an accident), Arthritis, Rheumatism, Joint Replacement Surgery (other than caused by accident), Prolapse of Intervertibral discs(other than caused by accident), Varicose Veins and Varicose Ulcers, Hernia, Stones in the urinary uro-genital and biliary systems, Benign Prostate Hypertrophy, Hydrocele, Congenital internal anomoly, Fistula in anus, Piles, Pilonidal sinus, Chronic Suppurative Otitis Media (CSOM), Deviated Nasal Septum, Sinusitis and related disorders, Surgery on tonsils/Adenoids, gastric and duodenal ulcer, any type of Cysts/Nodules/Polyps, any type of Breast lumps, Hypertension and Diabetes and related complications during the first two years(24 months) of continuous operation of this insurance cover.
   Diabetes & Related complications include: Diabetic Retinopathy, Diabetic Nephropathy, Diabetic Foot/Wound, Diabetic Angiopathy, Diabetic Neuropathy, Hyper/Hypoglycemic Shocks.
   Hypertension & Related complications include: Coronary Artery Disease, Cerebrovascular Accident, Hypertensive Nehpropathy, Internal Bleed/Haemorrhages. If these diseases/conditions are pre-existing at the time of proposal or subsequently found to be pre-existing exclusion 1 above shall apply.
4. Any treatment arising from or traceable to pregnancy, childbirth including caesarean section. However, this Exclusion/waiting period will not apply to Ectopic Pregnancy proved by diagnostic means and certified to be life threatening by the attending Medical Practitioner.
5. Circumcision unless necessary for treatment of a disease, illness or injury not excluded hereunder or due to an accident.
6. Genetic disorder and stem cell implantation/surgery.

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7. Dental treatment or surgery of any kind unless necessitated due to an accident and requiring minimum 24 hours hospitalization or treatment of irreversible bone disease involving the jaw which cannot be treated in any other way, but not if it is related to gum disease or tooth disease or damage.
8. Birth control procedures, hormone replacement therapy and voluntary termination of pregnancy during the first 12 weeks from the date of conception.
9. Routine medical, eye and ear examinations, cost of spectacles, laser surgery for cosmetic purposes or corrective surgeries, contact lenses or hearing aids, vaccinations except post-bite treatment or for new born baby up to 90 days, issue of medical certificates and examinations as to suitability for employment or travel.
10. Any condition directly or indirectly caused due to or associated with human T-call Lymph tropic virus type III (HTLV-III) or Lymphadinopathy Associated Virus (LAV) or Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases / illness / injury caused by and/or related to HIV and sexually transmitted diseases.
11. Vitamins and tonics unless forming part of treatment for disease, illness or injury and prescribed by a Medical Practitioner.
12. Instrument used in treatment of Sleep Apnea Syndrome (C.P.A.P.) and Continuous Peritoneal Ambulatory Dialysis (C.P.A.D.) and Oxygen Concentrator for Bronchial Asthmatic condition or any other external devices used during or after treatment.
13. Artificial life maintenance, including life support machine use, where such treatment will not result in recovery or restoration of the previous state of health.
14. Treatment for developmental problems including learning difficulties eg. Dyslexia, behavioural problems including attention deficit hyperactivity disorder(ADHD).
15. Treatment for general debility, ageing, convalescence, run down condition or rest cure, congenital external anomalies or defects, sterility, infertility including IVF, impotency, venereal disease, puberty, menopause or intentional self-injury, suicide or attempted suicide(whether sane or insane).
16. Certification / Diagnosis / Treatment by a family member or from persons not registered as Medical Practitioners under the respective Medical Councils, or any diagnosis or treatment that is not scientifically recognized or experimental or unproven.
17. Ailment requiring treatment due to use, abuse or a consequence of an abuse of any substance, intoxicant, drug, alcohol or hallucinogen and treatment for de-addiction, or rehabilitation.
18. Any illness or hospitalisation arising or resulting from the Insured person or any of his family members committing any breach of law with criminal intent.
19. Any treatment received in convalescent homes, convalescent hospitals, health hydros, nature cure clinics or similar establishments.
20. Prostheses, corrective devices and medical appliances, which are not required intra-operatively for the disease/ illness/ injury for which the Insured Person was hospitalised.
21. Treatment of any mental illness or sickness or disease including a psychiatric condition, disorganization of personality or mind, or emotions or behaviour, Parkinsons or Alzheimer's disease even if caused or aggravated by or related to an accident or Illness or general debility or exhaustion ("run-down condition").
22. Any cosmetic surgery unless forming part of treatment for cancer or accident or burns, surgery for sex change or treatment of obesity/morbid obesity or treatment/surgery /complications/illness arising as a consequence thereof.
23. Charges incurred primarily for diagnostic, X-ray or laboratory examinations or other diagnostic studies not consistent with or incidental to the diagnosis and treatment even if the same requires confinement at a Hospital/Nursing Home.
24. Costs of donor screening.
25. Any form of non-Allopathic treatment, Naturopathy, Ayurvedic, Homeopathy, acupuncture, reflexology, chiropractic treatment or any other form of indigenous system of medicine.
26. Insured Persons whilst engaging in speed contest or racing of any kind (other than on foot), bungee jumping, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports or involving a naval military or air force operation.

27. Insured Person whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or air Charter Company.
28. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
29. All expenses directly or indirectly, caused by or arising from or attributable to foreign invasion, act of foreign enemies, hostilities, warlike operations (whether war be declared or not or while performing duties in the armed forces of any country), civil war, public defense, rebellion, revolution, insurrection, military or usurped power.
30. All non-medical expenses including but not limited to convenience items for personal comfort not consistent with or incidental to the diagnosis and treatment of the disease/illness/injury for which the Insured Person was hospitalized, Ambulatory devices, walker, crutches, belts, collars, splints, slings, braces, stockings of any kind, diabetic footwear, glucometer/thermometer and any medical equipment that is subsequently used at home.
31. Service charges or any other charge levied by the Hospital, except registration/admission charges.
32. Any stay in Hospital without undertaking any treatment or any other purpose other than for receiving eligible treatment of a type that normally requires a stay in the hospital.
33. Emergency Ambulance expenses
34. Expenses incurred towards Funeral expenses

E CLAIMS PROCEDURE

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

1. Claim Notification

Give immediate notice to the TPA named in this Policy/Health Card or the Company, by calling the Help Line number as specified in the Policy/Health Card, or in writing to the address shown in the Schedule with particulars as below.

Policy Number,

Name of the Insured/Insured Person availing treatment,

Nature of disease/illness/injury,

Name and address of the attending Medical Practitioner/Hospital/Nursing Home,

Any other relevant information.

Intimation of claim must be done at least 72 hours prior to hospitalization in case of planned hospitalization and within 24 hours of hospitalization in case of an emergency hospitalization.

2. Cashless Facility for Hospitalisation

i) The Company may provide Cashless facility for Hospitalisation expenses either directly or through the Third Party Administrator (TPA) if treatment is undergone at a **Network Hospital** by issue of pre-authorisation by the Company or the TPA.

ii) For the purpose of considering pre-authorisation and Cashless facility, the Insured/Insured Person shall submit to the TPA complete information of the disease, illness or injury requiring treatment along with necessary certification from the Medical Practitioner and/or Hospital/Nursing Home.

iii) If claim for treatment appears admissible, TPA shall issue pre-authorisation to the Hospital/Nursing Home concerned for Cashless facility whereby Hospitalisation expenses shall be paid directly by the Company through the TPA as confirmed in the pre-authorisation.

iv) Cashless facility for hospitalisation will not be available for treatment in non-Network Hospital/Nursing Home and may be declined even for treatment at Network Hospital/Nursing Home where the information available does not conclusively establish that a claim in respect of the treatment would be

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admissible. In such a case, Insured/Insured Person shall bear the expenses and claim reimbursement immediately after discharge from Hospital/Nursing Home in accordance with the stipulations herein.

v) Cashless facility for Hospitalisation benefit shall be limited exclusively to Hospitalisation Expenses incurred for treatment at a Network Hospital/Nursing Home for disease, illness or injury which are covered under the Policy and shall not extend to any other Value Added Benefits.

3. Claim Processing for Reimbursement

i) The Insured/Insured Person shall after intimation as aforesaid, further submit at his/her own expense to the TPA or the Company within 30 days of discharge from Hospital the following:-

- Duly filled Claim Form(s)
- Original bills, receipts and Discharge - Card from the Hospital /Nursing Home.
- Certificate from attending Medical Practitioner providing details of first symptoms and date of occurrence of the disease/illness/injury/surgery along with complete medical history of the Insured Person.
- Original bills from chemists supported by proper prescription
- Original Investigation test reports and payment receipts
- Medical Practitioner's referral letter advising hospitalisation
- Any additional documents or information's, as may be deemed necessary by the Company or the TPA.

ii) The Insured/Insured Person shall submit to the TPA/ or the Company at his/her own expense, documents pertaining to the post hospitalization claim within 15 days from the date of expiry of post hospitalsation coverage period.

iii) The Insured/Insured Person shall at any time as may be required authorize and permit the TPA and/or the Company or anyone deputed by them in this behalf to obtain any further information or records from the Hospital/Nursing Home, Medical Practitioner, Lab or other agency, in connection with the treatment relating to the claim.

iv) If so requested by the Company or the TPA, the Insured Person shall submit to medical examination by any Medical Practitioner designated by the Company or the TPA.

The above list is only indicative. The Company may call for additional documents/ information and/or carry out verification on a case to case basis to ascertain the facts/collect additional information/documents of the case to determine the assessment of loss. Verification carried out if any will be done by Professional Investigators or a member of the Service Provider and costs for such investigations shall be borne by the Company.

In case of claims under any of the endorsements providing benefit cover, Attested Photocopy of Document from the insurer covering loss on indemnity basis can be considered for processing of claim by the company.

Intimation and submission of claims under any benefit section should be as per this Policy and will be irrespective of any intimated given to any other insurer covering the condition on indemnity basis.

Applicable Taxes prevailing at the time of claim will be considered as part of claim amount and the aggregate liability of the Company, including any payment towards such Taxes shall in no case exceed the Sum Insured opted.

4. **TPA to Pay or Reject**

The TPA where appointed, shall process and pay the claim or communicate rejection, if a claim is found to be not admissible under this Policy as authorized by the Company. However all decisions shall be the responsibility of the Company.

5. Representation against Rejection

Where rejection is communicated by the TPA, the Insured Person, may if so desired, represent to the Company within 15 days for reconsideration of the decision.

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6. Condition Precedent

Completed Claim Forms and documents must be furnished to the Company within the stipulated timelines. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured Person can satisfy the Company that it was not reasonably possible for the Insured Person to submit/give proof within such time.

The due intimation, submission of documents and compliance with requirements by Insured/Insured Person as mentioned above shall be essential failing which the Company/TPA shall not be bound to entertain a claim.

7. Beyond Policy Period

No claim shall be admissible for Hospitalisation/Domiciliary Hospitalization commencing beyond the Policy Period.

F 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 or misrepresentation, mis-description or non-disclosure of any material particulars or if any material information had been withheld in the Proposal Form, personal statement, declaration or other documents, or if a claim is found to be fraudulent or any fraudulent` means or device is used by the Insured/ Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

Material information to be disclosed includes every matter that the Insured/Insured Person knows, or could reasonably be expected to know, that relates to questions in the proposal form and which is relevant to the Company's decision to accept the risk of insurance and if so on what terms. The Insured must exercise the same duty to disclose those matters to the Company before the renewal, extension, variation, endorsement or reinstatement of the contract.

2. Observance of Terms and Conditions

The due observance and fulfillment 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 Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. 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.

3. Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard against any accident or illnesses that may give rise to any claim under this Policy.

4. 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 Person or his/her nominees or his/her legal representative or to the Hospital/Nursing Home, as the case may be, of any Benefit under the Policy shall in all cases be an effectual discharge to the Company.

5. Special Provisions

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

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6. 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.

7. Subrogation
In the event of payment under this Policy, the Company shall be subrogated to all the Insured/Insured Person's rights or 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 does not apply to Benefit Sections.

8. Contribution
If there shall be existing any other insurance of any nature whatsoever covering the same Insured/Insured Person whether effected by the Insured/Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This clause does not apply to Benefit Sections.

9. Claims falling in two Policy Periods
Where a claim in respect of Hospitalisation commenced during one Policy Period continues into a new policy (either as a renewal or a fresh cover) and becomes admissible as per the coverage of the policy, the claim will be treated under the Policy where such hospitalization has commenced and payable only upto the limit of Sum Insured available under that policy period. For renewal policies hospitalization falling in the renewed policy shall be considered only if the policy has been renewed within the expiry date of the current Policy.

10. 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.

11. Cancellation/Termination
The Company may at any time, cancel this Policy, on grounds of misrepresentation, fraud, non-disclosure of material facts or non co-operation of the insured, by giving 15 days notice in writing by Registered Post Acknowledgment Due to the Insured at his/their last known address in which case the Company shall be

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liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales provided no claim has occurred upto the date of cancellation.

Period On Risk	Rate Of Premium 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

12. 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.

13. Law Applicable
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 or any claim thereunder.

14. 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.

15. Renewal
Renewal is available for the lifetime.The Company shall not be bound to give notice that renewal is due. If the Insured desires renewal he/she shall apply to the Company for the same prior to expiry of the Period of Insurance. Renewal shall be with mutual consent and mutually agreeable Premium.

A Policy shall be ordinarily renewable unless any fraud, misrepresentation or suppression by the Insured or on his behalf is found either in obtaining insurance or subsequently in relation thereto.
Where Group Policies are issued on the basis of a tie up relationship, health renewals would be provided with continuity benefits under the prevailing policies even when the tie up stands discontinued.

Renewal of Policies issued only to specific institution with which the Company has a Tie-up or to affinity partner will be deemed to be continuous if renewed within 30 days from date of expiry of previous policy. In such case Company's risk would commence from the date of receipt of premium, any claim between date of expiry and premium receipt date would not be payable.

Portability under the policy shall be provided as per the portability guidelines issued by IRDA vide circular IRDA/HLT/MISC/CIR/209/09/2011 and subsequently be based on prevailing instructions from IRDA.
Insured Person will have facility to shift his insurance from group policy to any retail policy of the insurer subject to payment of adequate premium and terms and conditions of the Policy opted. After maintaining the retail policy for one year Insured may port the policy to any other product available in the market.

16. 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

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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 certificate of insurance whichever is later.

17.Portability

Portability under the policy shall be provided as per the portability guidelines issued by IRDA vide circular IRDA/HLT/MISC/CIR/209/09/2011 and subsequently be based on prevailing instructions from IRDA.
Insured Person will have facility to shift his insurance from group policy to any retail indemnity policy of the Company subject to the terms of retail indemnity policy. After maintaining the retail policy for one year Insured may port the policy to any other health indemnity product available in the market.

18. Grievances Redressal Procedure
For any grievance related to Delay in settlement or against decision on any claim, Premium, Non-issue or Interpretation of Policy terms, or such other grievances the Insured/Insured Person may write to:
Head-Customer Services
601-602, 6th Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051
Helpline Number- 18002095846 or write to Head-Customer Services at grievance@ltinsurance.com

In case the Insured/Insured Person is not satisfied with the decision of the above office, or have not received any response within 10 days, the Insured/Insured Person may contact the following official for resolution:

The Grievance Officer
L&T General Insurance Company Limited
601-602, 6th Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051
Helpline Number- 18002095846 or write to The Grievance Officer at grievance@ltinsurance.com
In case the Insured/Insured Person is not satisfied with the decision/resolution the Insured/Insured Person may be entitled to approach the Insurance Ombudsman.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.
The details of the Insurance Ombudsmen and their jurisdiction are as listed below-

Ombudsman Offices	
Areas of Jurisdiction	**Addresses of the Ombudsman Offices**
State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.	**AHMEDABAD** 2nd Floor, Ambica House, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com
States of Madhya Pradesh and Chattisgarh.	**BHOPAL** 1st Floor, 117, Zone II (Above D M Motors Pvt. 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, Himachal	**CHANDIGARH**

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Pradesh, Jammu & Kashmir and Union territory of Chandigarh.	S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 0172- 2706196 EPBX:0172-2706468 Fax: 0172-2708274
State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry).	**CHENNAI** Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 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, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry.	**HYDERABAD** 6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email:insombud@hd2.vsnl.net.in
State of Kerala and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry.	**KOCHI** 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 5th Floor, Royal Insurance Building, 14 Jamshedji Tata Road, Churchgate, Mumbai 400020 022-22817515 Email: inscoun@vsnl.net

19. IRDA REGULATIONS: This Policy is subject to Regulations of IRDA (Protection Of Policyholder's Interests) Regulations, 2002 as amended from time to time.

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