

Policy Wording

my:health Group Personal Accident Insurance

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:

- We/Our/Us** means the L&T General Insurance Company Limited.
- 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.
- Accident** means a sudden, unforeseen and involuntary event caused by external visible and violent means.
- Act of God:** is a natural event like Earthquake, Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation which results in a catastrophe.
- 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.
- 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.
- Condition Precedent:** shall mean Policy term or condition upon which the Insurers liability under the Policy is conditional upon.
- Commencement Date/Inception Date:** means the commencement date of this Policy as specified in the Schedule.
- 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.
- 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

Policy Wording

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.

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

Policy Wording

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:

- 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 places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.

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.

22. 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.

23. 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.

24. 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.

25. 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.

26. Proposer means the person authorised by the group to propose for insurance on behalf of the members of the group.

Policy Wording

- 27. 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.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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
- 32. 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.

Medical Expenses: means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of illness or Accident on the advice 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.

- 33. Medical Advise:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 34. 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.
- 35. 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.

Policy Wording

- 36. 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.
- 37. 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.
- 38. 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.
- 39. Physical Separation** means separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.
- 40. Policy** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.
- 41. 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.
- 42. "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.
- 43. "Policy Year"** means a year from the date of inception.
- 44. "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.
- 45. 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.
- 46. 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.
- 47. 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.
- 48. 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.
- 49. 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.
- 50. 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.
- 51. 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)

Policy Wording

52. 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.

53. Table or Table of Benefits means the Table of Benefits specified under the Accident Benefit section of this Policy.

54. 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.

55. 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% |
| | iv) Loss of sight of one eye and such loss of one entire hand or one entire foot | 100% |
| | v) Complete loss of hearing of both ears and complete loss of speech | 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% |
| viii) Sight of one eye or of the actual loss by physical separation of one entire hand or one entire foot | 50% | |

Policy Wording

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| | ix) Loss of use of an entire hand or a foot without physical separation. | 50% |
| | For the purpose of item 2 above, physical separation of one entire hand shall mean separation at or above wrist and/or of the foot at or above ankle, respectively | |
| | x) Permanent total and absolute disablement disabling the Insured/Insured Person from engaging in any employment or occupation of any description whatsoever | 100% |
| 3. | Permanent Partial Disablement (PPD) – In case of multiple partial disabilities company's liability shall not exceed the CSI. | |
| | i) Loss of toes-all | 20% |
| | ii) Loss of Toes Great - both phalanges | 05% |
| | iii) Loss of Toes Great - one phalanges | 02% |
| | iv) Loss of Toes Other than great, if more than one toe lost, each | 01% |
| | 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 one hand | 40% |
| | 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, third, fourth or fifth | 03% 2% |
| | xvii) Any other Permanent Disablement | Percentage as assessed by panel Doctor. |
| 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 |

Policy Wording

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| | | 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:-

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

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.
- 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:

- Any existing disability existing prior to the inception of the first policy with Company.
- 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.
- Accidental death or permanent disability caused by curative measures, radiation, infection, poisoning except where these arise from an accident.

Policy Wording

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.
5. 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.
9. 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 pre-existing 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.

Policy Wording

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-XXX-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:

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.

Policy Wording

- 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

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.

Policy Wording

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.

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.

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.

Policy Wording

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.

| Period On Risk | Rate Of Premium Refunded |
|----------------------|--------------------------|
| Up to 1 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

Policy Wording

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.

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.
- 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:
 - I. 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.

Policy Wording

- 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.

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.

Policy Wording

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. GRIEVANCE REDRESSAL PROCEDURE

If you have a grievance that you wish us to redress, you may contact us with the details of your grievance through:

- Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234
- Emails – care@hdfcergo.com
- Designated Grievance Officer in each branch.
- Company Website – www.hdfcergo.com
- Courier : Any of our Branch office or corporate office

You may also approach the Complaint & Grievance (C&G) Cell at any of our branches with the details of your grievance during our working hours from Monday to Friday.

If you are not satisfied with our redressal of your grievance through one of the above methods, you may contact our Head of Customer Service at
The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai-400078

In case you are not satisfied with the response / resolution given / offered by the C&G cell, then you can write to the Principal Grievance Officer of the Company at the following address

The Compliance Officer, Registered & Corporate Office: HDFC House, 1st Floor, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400020

You may also approach the nearest Insurance Ombudsman for resolution of your grievance. The contact details of Ombudsman offices are mentioned below if your grievance pertains to:

- Insurance claim that has been rejected or dispute of a claim on legal construction of the policy
- Delay in settlement of claim
- Dispute with regard to premium
- Non-receipt of your insurance document

NAMES OF OMBUDSMAN AND ADDRESSES OF OMBUDSMAN CENTRES

Policy Wording

| Office Details | Jurisdiction of Office Union Territory, District |
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| Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@ecoi.co.in | Gujarat, Dadra & Nagar Haveli, Daman and Diu. |
| Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in | Karnataka. |
| Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in | Madhya Pradesh Chattisgarh. |
| Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in | Orissa. |
| Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in | Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh. |
| Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in | Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry). |
| Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, | Delhi. |

Policy Wording

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| <p>New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@ecoi.co.in</p> | |
| <p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@ecoi.co.in</p> | <p>Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.</p> |
| <p>Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in</p> | <p>Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.</p> |
| <p>Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@ecoi.co.in</p> | <p>Rajasthan.</p> |
| <p>Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in</p> | <p>Kerala, Lakshadweep, Mahe-a part of Pondicherry.</p> |
| <p>KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in</p> | <p>West Bengal, Sikkim, Andaman & Nicobar Islands.</p> |
| <p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in</p> | <p>Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad,</p> |

Policy Wording

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| | Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. |
| Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P – 201 301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: bimalokpal.noida@ecoi.co.in | State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur. |
| Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna - 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@ecoi.co.in | Bihar, Jharkhand. |
| Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@ecoi.co.in | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

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