

my:health Personal Accident Insurance

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.

The Company hereby agrees, subject to the definitions, terms, conditions, stipulations and exclusions herein contained or endorsed or otherwise expressed hereon, to indemnify the Insured/Insured Person to the extent and in the manner specified under various sections of this Policy, due to operation of any of the insured perils during the Policy period as herein after mentioned.

B. DEFINITIONS

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

1. **We/Our/Us** means the L&T General Insurance Company Limited.
2. **You/Your/Insured/Insured Person** means the person(s) named as Insured/Insured Person in the Schedule to this Policy, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
3. **Accident** means a sudden, unforeseen and involuntary event caused by external visible and violent means.
4. **"Co-payment"** is a cost sharing requirement under a health insurance policy that provides that the Insured will bear a specific percentage of the admissible Claim amount. A Co-payment is applicable on a claim and does not reduce the Sum Insured.
5. **Congenital Anomaly** means a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position.

"External Congenital anomaly" means a condition(s) which is in visible and accessible parts of the body

"Internal Congenital anomaly" means a condition(s) which is not in visible and accessible part of the body.
6. **Contribution:** is essentially the right of the Company to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a ratable proportion of Sum Insured. This clause shall not apply to any Benefit offered on fixed benefit basis.
7. **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.
8. **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.
9. **Condition Precedent:** shall mean Policy term or condition upon which the Insurers liability under the Policy is conditional upon.
10. **Commencement Date/Inception Date:** means the commencement date of this Policy as specified in the Schedule.
11. **Dependents:** mean only the family members listed below:
 - i. Insured's legally married spouse,
 - ii. Insured's dependent children - being your children (natural or legally adopted) aged between 3 months and 23 years, who is/are financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
 - iii. Insured's parents or parents-in-law
12. **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.

13. **Day Care Centre:** A Day care centre means any institution established for day care treatment of illness and/or injuries or a medical set up with in a hospital and which has been registered with local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner and must comply with all minimum criteria as under:
 - Has qualified nursing staff under its employment
 - Has qualified medical practitioner (s) in charge
 - Has fully equipped operation theater of its own where surgical procedures are carried out
 - Maintains daily record of patients and will make these accessible to the Insurance company's authorized personnel.
14. **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.
15. **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 in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured. Deductible is applicable per Insured per claim
16. **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.
17. **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.
18. **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.
19. **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.
20. **Family** means the Insured, his/her spouse, children, parents and /or blood relatives i.e. brother or sister subject to the maximum ages as specified in the Policy.
21. **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.
22. **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 the minimum criteria as under:
 - has at least 10 inpatient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
 - has qualified nursing staff under its employment round the clock;
 - 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,

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- maintains daily records of patients and will make these accessible to the respective Insurance company's authorized personnel.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. Proposer** means the person authorised by the group to propose for insurance on behalf of the members of the group.
- 30. 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.
- 31. 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.
- 32. 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.
- 33. Out-Patient (OPD) treatment/Care** means treatment is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for a diagnosis and treatment based on the advice of a medical practitioner. The Insured is not admitted as a Day Care or Inpatient.
- 34. Medical Advise:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
- 35. 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.
- 36. "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.
- 37. Notification of a Claim:** is the process of notifying a claim to the Insurer or TPA by specifying the timelines as well as the address/telephone number to which it should be notified.
- 38. Period of Insurance/Policy Period** means the period between the inception date and the expiry date of the Policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.
- 39. Permanent Total Disablement or PTD** means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.
- 40. Permanent Partial Disablement or PPD** means bodily injury of such nature as permanently reduces the earning capacity of the Insured/Insured Person in any employment which he was capable of undertaking at the time of accident, as assessed by a Doctor appointed by the Company.
- 41. Physical Separation** means separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.
- 42. Policy** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.
- 43. Portability** means transfer by an individual health insurance policyholder (including family cover) of the credit gained for pre-existing conditions and time-bound exclusions if he/she chooses to switch from one insurer to another.
- 44. "Policy Period"** means the period between the inception date and the expiry date of the policy as specified in the Schedule to this Policy or the date of cancellation of this policy, whichever is earlier.
- 45. "Policy Year"** means a year from the date of inception.
- 46. "Proposal Form"** means the proposal and any other information given by the Insured to the company prior to the inception of the Policy which forms the basis of this contract of insurance
- 47. Qualified Nurse** means a qualified person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
- 48. Reasonable and Customary Charges** mean the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services among comparable providers only, taking into account the nature of the illness / injury involved.
- 49. Renewal** defines the terms on which the contract of Insurance can be renewed on mutual consent with a provision of Grace Period for treating the renewal continuous.
- 50. Schedule** means the Schedule attached to and forming part of this Policy mentioning Your details, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
- 51. Standard Type of Aircraft** means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.
- 52. Subrogation** shall mean the right of the Insurer to assume the rights of the Insured person to recover expenses paid out under the Policy that may be recovered from any other source.
- 53. Sum Insured** means, subject to terms, conditions and exclusions of this Policy, the Sum Insured representing Our maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of the Insured person(s)
- 54. Surgery or Surgical operation** means manual and/or operative procedures for correction of illness or Injury, deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a Hospital/Nursing Home or Day Care centre by a Medical Practitioner.
- 55. Table or Table of Benefits** means the Table of Benefits specified under the Accident Benefit section of this Policy.
- 56. Alternative Treatment** are forms of treatments other than treatment under "Allopathy" or "Modern Medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

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57. Unproven/Experimental treatment: Treatment including drug experimental therapy which is not based on established medical practice in India and is a treatment experimental or unproven.

C. SCOPE OF COVER**(A) Accident Benefit**

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

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

Table of Benefits	Percentage of Capital Sum Insured Payable
1. Accidental Death	100%
2. Permanent Total Disability	100%
i) Loss of sight of both eyes	100%
ii) 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%
For the purpose of items 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	
3. Permanent total and absolute disablement disabling the Insured Person from engaging in any employment or occupation of any description whatsoever	100%
4. Permanent Partial Disability	
i) Sight of one eye	50%
ii) One hand or One foot	50%
iii) Loss of toes-all	20%
iv) Loss of Toes Great - both phalanges	05%
v) Loss of Toes Great - one phalanges	02%
vi) Loss of Toes Other than great, if more than one toe lost, each	01%
vii) Loss of hearing - both ears	50%
viii) Loss of hearing - one ear	15%
ix) Loss of speech	50%
x) Loss of four fingers and thumb of one hand	40%
xi) Loss of four fingers	35%
xii) Loss of thumb - both phalanges	25%
xiii) Loss of thumb - one phalanx	10%
xiv) Loss of index finger - three phalanges two phalanges one phalanx	10% 08% 04%
xv) Loss of middle finger - three phalanges two phalanges one phalanx	06% 04% 02%
xvi) Loss of ring finger - three phalanges two phalanges one phalanx	05% 04% 02%

xvii) Loss of little finger-three phalanges two phalanges one phalanx	04% 03% 02%
xviii) Loss of metacarpals-first or second, third, fourth or fifth	03% 02%
xix) Any other Permanent Disablement	Percentage as assessed by panel doctor appointed by the Company.
5. Temporary Total Disablement	If such injury shall be the sole and direct cause of temporary total disablement, then so long as the Insured Person shall be totally disabled from engaging in any employment or occupation of any description whatsoever, a sum at the rate of 1% of the Capital Sum Insured under this Section hereto per week, but in any case not exceeding Rs.6000/- per week and a maximum of 100 weeks in all, under this Policy in respect of any one injury calculated from the date of commencement of disablement and in no case shall exceed the Capital Sum Insured.

(B) Additional inbuilt Covers

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 under Scope of Cover A, the Company shall pay the Additional Benefits specified hereunder in the following circumstances in addition to the Scope of Cover A

A. Transportation In the event of Accidental Death of Insured Person outside his/her Home, reimbursement of transportation cost for carriage of dead body to Home including funeral/cremation charges is payable	2% of Capital Sum Insured or 2,500/- (Two thousand five hundred) whichever is lower.
B. Ambulance Charges Reimbursement of Ambulance charges for transportation of Insured person to Hospital following Accident	Rs.1000/- (One thousand) per insured person any one accident or actual expenses whichever is lower.
C. Out-Patients Costs Reimbursement of expenses towards Out-Patients treatment	Rs.1000/- (Rupees One Thousand only) per Insured Person for any one accident or actual expenses whichever is lower subject to a maximum of Rs. 2500 during any one period of insurance.
D. Education Fund In the event of Accidental Death or Permanent Total Disablement of Insured/Insured Person Education Fund for dependent children as below a) If one child up to the age of 23 yrs. b) If more than one children up to the age of 23 yrs.	<ul style="list-style-type: none"> 10% (Ten percent) of Capital Sum Insured Subject to a maximum of Rs.12500/- 10% (Ten percent) of Capital Sum Insured Subject to a maximum of Rs.25000/- in respect of all children
E. Loss of Employment In the event of accident leading to loss of employment as a consequence of 2,3 and 4 of table of benefits.	Rs.15000/- or 1% of CSI whichever is lower

C. EXTENSIONS

Benefits under these Extensions are optional covers available to the

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Insured/Insured Person payable up to the limit of the Sum Insured as specified in the Schedule, subject to additional premium having been paid and a valid claim having been admitted under the (A) Accident Benefit Section and any specific limitation imposed in the Schedule to this Policy.

1. Accidental hospitalization Extension

This Policy shall be extended to cover medical expenses necessarily incurred and expended in connection with Accident under inpatient care, as specified in the Policy, for which a claim is made by the Insured and admitted by the Company.

In case Option 1 is opted, The Company shall reimburse to the Insured an amount up to but not exceeding 50% of the compensation paid in settlement of a valid claim under this Policy or 20% of the Capital Sum Insured or actual medical expenses whichever shall be less in any one period of Insurance.

In case Option 2 is opted: The Company shall reimburse to the Insured an amount up to but not exceeding 100% of the compensation paid in settlement of a valid claim under this Policy or 50% of the Capital Sum Insured or actual medical expenses whichever shall be less in any one period of Insurance.

2. Cost of Travel

This Policy shall be extended to cover the Cost of Travel in the event that the Insured/Insured Person meets with an Accident outside the City/town of his/her residence and is hospitalized,

The Company shall reimburse the travel expenses of the Insured/Insured Person to his/her place of residence or any other location for emergency treatment as prescribed by the Medical Practitioner.

Or

The Company shall reimburse the travel expenses of one relative, friend or colleague of insured person or any other person nominated by the Insured Person or his/her spouse to join him/her for the journey to the place of accident or hospitalization of the Insured/Insured Person.

The maximum liability of the Company under this benefit shall be limited to 2% of the Capital Sum Insured or Rs. 10,000 or actual expenses whichever is lower in any one period of insurance.

Wherever a claim is reported the Insured must declare the name of the person availing this benefit at the time of reporting the claim.

3. Cost of Support Items

This Policy shall be extended, to reimburse cost of purchase of support items such as artificial limb, crutches, stretcher, tricycle, wheelchairs, intra-ocular lenses, spectacles or any other item which in the opinion of a Medical Practitioner is/are necessary for the Insured/Insured Person due to injury sustained in the Accident.

The Company's maximum liability under this benefit shall be limited to Rs. 10,000 (Ten thousand) or 2% of Capital Sum insured or actual expenses, whichever is lower in addition to Capital Sum Insured in any one period of Insurance.

IV GENERAL EXCLUSIONS

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

- Any existing disability prior to the inception of the first policy with us.
- Compensation under more than one of the Covers under 1, 2 or 3 of Table of Benefit in respect of the same accident and/or same period of disablement during a single Policy period.
- Any other payment, after a claim under one of the Covers under 1, 2 or 3 of Table of Benefits has been admitted and become payable other than for payments under (B) and (C) mentioned under Scope of Cover in section A & B
- 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 Capital Sum Insured. This would not apply to payments made under (B) and (C) mentioned under Scope of Cover in section IIB
- Payment of weekly compensation until the total amount shall have been ascertained and agreed.
- Death or 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.

- 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.
- Directly or indirectly caused by venereal disease, sexually transmitted diseases, AIDS or insanity.
- Accidental Death or Disability as a result of, or which is contributed to by, the Insured Person suffering from any pre-existing condition or pre-existing physical or mental defect, infirmity or congenital anomaly.
- Death or disability caused by radiation, infection, poisoning except where these arise from an accident.
- Any injury arising or resulting from the Insured or any of his family members committing any breach of law with criminal intent.
- Death or disability 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 detentions.
- 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.
- Death or disability due to accidental injury, directly or indirectly, caused by or contributed to by or arising from -
 - 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;
 - nuclear weapons material.
- Death/Disability/Hospitalization resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
- While the Insured/Insured Person in participating or training for any sport as a professional, operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines; or serving in any branch of the Military or Armed Forces of any country, whether in peace or War.
- Death or Disability arising or resulting from an "Act of Trespassing" by the Insured/Insured Person on any public/private property.
- Any claim in respect of the Insured / Insured Person arising from:
 - intentional self-injury, suicide or attempted suicide (whether sane or insane)
 - abuse of intoxicants or hallucinogens including influence of drug and alcohol
 - driving any vehicle without a valid driving licence
 - whilst engaging in aviation or ballooning whilst mounting into, 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
 - whilst engaging as a driver, co-driver or passenger of a vehicle engaging in speed contest or racing of any kind (other than on foot) or participating in a trail run.
 - engaging in 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. Any consequential loss or damage cost or expense of whatsoever nature.

If the Company alleges that by reason of the exclusions above, any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured Person.

Specific Exclusion Applicable to Accidental hospitalization extension

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- Any hospitalization for an existing disability from a previous accident which has occurred prior to the first inception of this policy.
- Any stay in Hospital for an injury due to accident without undertaking any treatment.
- Any hospitalization for accidental injury aggravated by an existing disability or pre-existing illness / condition / injury.
- Any hospitalization, resultant from an accidental injury, received in convalescent homes, convalescent hospitals, health hydro's, nature cure clinic or similar establishments.
- Any hospitalization due to an accidental injury where the treatment is undertaken by a family member and self medication or any treatment that is not scientifically recognized.
- Vaccination and inoculation of any kind unless forming part of treatment for injury due to an accident as prescribed by the Medical Practitioner.
- Vitamins and tonics unless forming part of treatment for injury due to an accident as prescribed by the Medical Practitioner.
- Aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to accident or as a part of any injury.
- Treatment taken from persons not registered as Medical Practitioners under respective Medical Councils.
- 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.
- Any other medical or surgical treatment except as may be necessary solely as a result injury.
- Any treatment taken outside India.

V 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 Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234 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:

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

In case of Accidental Death, written notice of the death must be given before interment / 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.

Claim Processing

For Accident Benefit

In case of Accidental Death, written notice of the death must, unless reasonable cause is shown, be so given before interment / cremation, and in any case, within one calendar month after the death, and 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 unless reasonable cause is shown for delay in reporting. 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 and in the event of death, to make a post-mortem examination of the body of the Insured/Insured Person.

The following is the list of documents required to be submitted within 30 days of intimation of the claim. The Company reserves its right to call for any further information to prove the validity of the claims made under the various Covers :

Accidental Death Claims:

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

Permanent Disablement Claims:

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

Temporary Total Disability Claims:

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

Transportation of Mortal remains & Funeral Charges:

- Bills and 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/Receipts from a registered Ambulance Service Provider

Out-Patients Costs

- Consultation Papers/prescriptions
- Bills and receipts towards medical expenses.
- Copy of the medical test reports

Education Grant

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

Loss of Employment:

- Salary certificate from the employer.
- The letter from the employer terminating, dismissing the Insured from the present job mentioning the reason and effective date of termination, dismissal.

Accidental Hospitalization

- Original Hospital Main Bill
- Original Hospital Bill break up (Where issued by the Hospital)

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- Original Hospital Bill Payment Receipt
- Hospital Discharge Card/Summary
- Original Pharmacy Bill with supporting prescriptions
- Medico Legal Certificate and/ or First information Report, where applicable and self statement giving description of the incident.

Cost of Travel:

- Copy of travel tickets or relevant proof of travel to/from the destination where Accident has taken place.

Cost of support items:

- Medical Practitioners prescription.
- Original Bills in respect of the item.

The Company may call for additional 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. Cost of such verification shall be borne by the Company.

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

Representation against Rejection

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

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 can satisfy the Company that it was not reasonably possible for the Insured 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 Company/TPA shall not be bound to entertain a claim.

Claim Settlement

Wherever a claim has not been settled within the stipulated time, the Company shall within a period of maximum 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 receipt of the final completed set of documents/investigation reports (if applicable), in accordance with the provisions of Protection of Policyholders' Interests 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

VI 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 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.

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 in writing before the renewal, extension, variation, endorsement or reinstatement of the Contract.

2. Observance of Terms and Conditions

The due observance and fulfilment of the terms, conditions and endorsements of this Policy insofar as they relate to anything to be done or complied with by

the Insured / Insured Person shall be a condition precedent to any liability of the Company to make any payment under this Policy.

3. Reasonable Care

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

4. 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 disease, physical defect or infirmity with which the Insured/Insured Persons may have become affected since the payment of last preceding premium.

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 representatives, as the case may be, of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

6. 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 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 does not apply to benefit sections.

7. 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

8. 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.

9. Electronic Transactions

The Insured /Insured Person agrees 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 centres, 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

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will be subsequently validated/ confirmed by the Insured/Insured Person.

10. Position after a claim

For Accidental Death or Permanent Total Disablement (Benefit (1) to Benefit (3) of Table of Benefits) claim, the Insured Person(s) in respect of whom such claim is admitted, shall stand deleted from the Policy as and from the date of accident.

For Permanent Partial Disablement (Benefit (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.

11. Fraudulent Claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof or if any fraudulent means or devices are used by the Insured/Insured Person or any one acting on his / her behalf to obtain any benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons. All sums paid under this Policy shall be repaid to the Company by all Insured Persons who shall be jointly liable for such repayment.

12. 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.

13. Law and Jurisdiction

The geographical scope of this policy will be worldwide; however the claims shall be settled in India in Indian rupees. 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. Cancellation / Termination

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

Cancellation initiated by the Insurer on any other occasion shall be on pro-rata basis. 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 relevant premium as per the scale given below.

Period on Risk	Rate of Premium Refunded
Up to 1 month	85%
Up to 2 months	80%
Up to 3 months	70%
Up to 6 months	50%
Exceeding six months upto 365 days	Nil

Policy with a single Insured shall automatically terminate in case of death of the Policyholder. In case of an individual Policy with multiple Insured Persons, the Policy shall continue to be in force for the remaining members of the family upto the expiry of current Policy Period. The Policy may be renewed on an application by another adult Insured Person under the Policy, whenever such is due.

Minimum premium of Rs 50 per policy will be retained by the Company towards administrative charges.

For long term contracts the Company shall from the date of receipt of notice cancel the Policy and retain 15% of the pro-rata premium relating to the balance period.

Example:.

- Two year policy issued for 730 days for a premiums of Rs. 1000;
- Cancellation request received on day 395 (1 year and 1 month);
- Utilised period 395 days, unutilised period 335

The amount refunded will be calculated as follows:

The amount to be refunded will be 15% less than the pro-rata premium for the balance period. Pro-rata premium for unutilised premium will be Rs 458.9.

Refund amount shall be $458.9 - 15\%$ i.e. $(458.9 - 68.83) = \text{Rs } 390$

Minimum premium of Rs 50 will be retained for annual contracts.

15. Premium Rates for Short Period Cover

Short Period Scale	
Period on Risk	% of Annual Premium Rate to be charged
Not exceeding 1 month	15%
Exceeding 1 month but not exceeding 2 months	20%
Exceeding 2 month but not exceeding 3 months	30%
Exceeding 3 month but not exceeding 6 months	50%
Exceeding 6 months	Full annual premium/rate

16. Free-look Cancellation

A period of 15 days from the date of receipt of the Policy document is available to review the terms and conditions of this Policy. The Insured has the option of cancelling the Policy stating the reasons for cancellation. If he has any objections to any of the terms and conditions. The Company shall refund the premium paid after adjusting the amounts spent on Stamp duty charges and proportionate risk premium. Cancellation will be allowed only if there are no claims reported under the Policy. All rights under this Policy shall immediately stand extinguished on the free look cancellation of the Policy. Free look provision is available for 1/2/3 year contract(s) and available at the time of first issuance of the Policy and not at the time of renewal of the policy. Minimum premium shall not apply for free look cancellations.

17. Renewals

- We shall not be bound to give notice that renewal is due.
- If You desire renewal, You shall apply to the Company for the same prior to expiry of the Policy Period of Insurance.
- 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.

Once a claim for Accidental Death and Permanent Total Disability has been accepted by us and paid, the policy will not be renewed in respect of that insured person.

The Insured/Insured Person shall disclose to the Company in writing of any material change in circumstances at the time of seeking renewal of this Policy, irrespective of any claim arising or made and upon such disclosure the Company shall be entitled to modify or vary the terms of insurance and/or premium, if necessary, accordingly

d. A Policy shall be ordinarily renewable for lifetime unless:

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

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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.

19. Continuity Benefits

For Roll Over Cases (Portability Policies) Continuity benefits shall be offered to all Insured/Insured Persons in accordance to IRDA circular 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.

18. Consideration

The Policy may allow payment of Premium in instalments as per pre-defined term at the inception of cover. In case of any default/delay in payment of such instalment, coverage shall stand withdrawn from such date of non-receipt of applicable instalment and shall resume only when such applicable instalment is paid. Coverage shall be reckoned from the date of receipt of such instalment. Claims arising within such period shall not be considered as part of the Cover. Premium payable under this Policy will be in advance in the following manner:

- in the case of annually paid premium – before the beginning of each 12 monthly period when the annual premium instalment is due, or
- in the case of monthly / quarterly / half yearly instalment premiums – before the beginning of each such period when the premium instalment is due.

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. 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.

24. Endorsements

Following type of endorsement are permissible under the Policy.

Premium Bearing

- Addition of member - Newly married spouse or New born baby permissible at Renewal

- Policy cancellation

Non Premium Bearing

- Address change
- Corrections - Names, address etc
- Change of Occupation

Above list is indicative.

25. Customer Support

You can Contact us on

HDFC ERGO General Insurance Co. Ltd.
D-301, 3rd Floor, Eastern Business District (Magnet Mall),
LBS Marg, Bhandup (West),
Mumbai - 400 078.

Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234
Email: healthclaims@hdfcergo.com

25. Grievances Redressal Procedure

At HDFC ERGO General Insurance, we are committed to serve our customers to their satisfaction by providing fast, fair and friendly services at all times.

However, should a customer feel that our services need improvement and wish to lodge your feedback / complaint, you may:

Call our Customer Service No: 022 - 6234 6234 / 0120 - 6234 6234 .

For lodging a complaint online, email us to our customer service desk at care@hdfcergo.com.

After investigating the matter internally, we will send our response within a period of 10 days.

In case the resolution is likely to take longer time, we will inform you of the same through an interim reply.

Escalation Level 1

For lack of a response or if the response provided does not meet your expectation, you can write to: grievance@hdfcergo.com

After examining the matter, final response would be conveyed within a period of 15 days from the date of receipt of your complaint on this e-mail id.

Escalation Level 2

In case, you are not satisfied with the decision/resolution of the above office, or have not received any response within 15 days, you may write to: cgo@hdfcergo.com

Escalation Level 3

If after following Escalation Level 1 and 2 as stated above your issue remains unresolved, you may approach the Insurance Ombudsman for Redressal.

Contact Details of Insurance Ombudsma

Names of Ombudsman and Addresses of Ombudsmen Centres	
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C. U. Shah College, Ashram Road, AHMEDABAD - 380 014. Tel.: 079 - 27545441 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@gbic.co.in	
Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR - 751 009. Tel.: 0674 - 2596455 / 2596003 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in	
Office of the Insurance Ombudsman, Fatima Akhtar Court, 4 th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI - 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@gbic.co.in	
Office of the Insurance Ombudsman, 'Jeevan Nivesh', 5 th Floor, Near Panbazar Overbridge, S. S. Road, GUWAHATI - 781 001 (ASSAM). Tel.: 0361 - 2132204 / 5 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@gbic.co.in	
Office of the Insurance Ombudsman, 2nd Floor, Janak Vihar Complex, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL (M.P.) - 462 003. Tel.: 0755 - 2769201 / 9202 Fax : 0755 - 2769203 Email: bimalokpal.bhopal@gbic.co.in	
Office of the Insurance Ombudsman, S.C.O. No.101-103, 2 nd Floor, Batra Building, Sector 17 - D, CHANDIGARH - 160 017. Tel.: 0172 - 2706468 / 2705861 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in	
Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, NEW DELHI - 110 002. Tel.: 011 - 23237539 / 23232481 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in	

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Office of the Insurance Ombudsman, 6-2-46, 1st Floor, Moin Court, Lane Opp. Saleem Function Palace, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD - 500 004. Tel : 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, ERNAKULAM - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
Office of the Insurance Ombudsman, Jeevan Bhawan, Phase - 2, 6 th Floor, Nawal Kishore Road, Hazaratganj, LUCKNOW - 226 001. Tel : 0522 - 2231331 / 2231330 Fax : 0522 - 2231310 Email: bimalokpal.lucknow@gbic.co.in
Office of the Insurance Ombudsman, Ground Floor, Jeevan Nidhi II, Bhawani Singh Road, JAIPUR - 302 005 Tel : 0141 - 2740363 Email: bimalokpal.jaipur@gbic.co.in
Office of the Insurance Ombudsman, 24th Main Road, Jeevan Soudha Bldg. JP Nagar, 1 st Phase, BENGALURU - 560 025. Tel No: 080 - 22222049 / 22222048 Email: bimalokpal.bengaluru@gbic.co.in
Office of the Insurance Ombudsman, Hindustan Building. Annexe, 4 th Floor, C. R. Avenue, KOLKATA - 700 072. Tel : 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@gbic.co.in
Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S.V. Road, Santacruz (W), MUMBAI - 400 054. Tel : 022 - 26106928 / 26106552 Fax : 022 - 26106052 Email: bimalokpal.mumbai@gbic.co.in
Office of the Insurance Ombudsman, 2nd Floor, Jeevan Darshan, N. C. Kelkar Road, Narayanpet, PUNE - 411 030. Tel: 020 - 32341320 Email: bimalokpal.pune@gbic.co.in
Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4 th Floor, Main Road, Naya Bans, Sector 15, Dist. Gautam Buddh Nagar, NOIDA (U.P) - 201 301. Tel.: 0120 - 2514250 / 2514251 / 2514253 Email: bimalokpal.noida@gbic.co.in
Office of the Insurance Ombudsman, 1 st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, PATNA - 800 006. Email: bimalokpal.patna@gbic.co.in
OFFICE OF THE GOVERNING BODY OF INSURANCE COUNCIL Smt. Ramma Bhasin, Secretary General, Shri Y.R. Raigar, Secretary, 3 rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), MUMBAI - 400 054 Tel : 022 - 26106889 / 6671 Fax : 022 - 26106949 Email- inscoun@gbic.co.in

27. IRDA REGULATIONS

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