

**my:jeevika Personal Accident Micro Insurance**  
**Policy Wording**

### **I. 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 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.

### **II. Definitions**

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

1. **We/Our/Us** means the L&T General Insurance Company Limited.
2. **You/Your/Insured/Insured Person** means the person(s) named as Insured/Insured Person in the Schedule to this Policy, who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
3. **Accident** means a sudden, unforeseen and involuntary event caused by external visible and violent means.
4. **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.
5. **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.
6. **Condition Precedent:** shall mean Policy term or condition upon which the Insurers liability under the Policy is conditional upon.
7. **Commencement Date/Inception Date:** means the commencement date of this Policy as specified in the Schedule.
8. **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.

- 9. Day Care treatment:** refers to medical treatment and/or surgical procedure which is
- undertaken under General or Local Anaesthesia in a hospital/day care centre for less than 24 hours due to technological advancement, and
  - which would have otherwise required hospitalization of more than 24 hours.
  - Treatment taken as an outpatient is not included under the Policy.
- 10. Day Care Centre:** A Day care centre means any institution established for day care treatment of illness and/or injuries or a medical set up with in a hospital and which has been registered with local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner and must comply with all minimum criteria as under:
- Has qualified nursing staff under its employment
  - Has qualified medical practitioner (s) in charge
  - Has fully equipped operation theater of its own where surgical procedures are carried out
  - Maintains daily record of patients and will make these accessible to the Insurance company's authorized personnel.
- 11. Dental treatment:** is a treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
- 12. 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
- 13. 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.
- 14. 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.
- 15. 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
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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.

**16. 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.

**17. 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.

**18. 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.

**19. 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, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner AND must comply with all the minimum criterias 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, maintains daily records of patients and will make these accessible to the respective Insurance company's authorized personnel.

**20. 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.

- 21. Hospitalization Expenses:** means expenses for treatment in any Instance of Illness or accidental injury as In Patient in a Hospital/Nursing Home for a minimum period of 24 hours (except in respect of Day Care Treatment), as admissible under the Policy.
- 22. 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.
- 23. Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- 24. Illness:** means sickness or disease or a pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy period and requires medical treatment.

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

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

- 25. In-patient** means the person(s) named in the Schedule to this Policy who is/are admitted to Hospital/Nursing Home and stays for at least 24 hours for the sole purpose of receiving medical treatment covered under the Policy.
- 26. Inpatient Care** means a treatment for which the Insured Person has to stay in a Hospital for more than 24 hours for a covered event.
- 27. Proposer** means the person authorised by the group to propose for insurance on behalf of the members of the group.
- 28. Insured** means the Group Owner named in the Schedule who has finalised the terms on behalf of the Insured Persons and in whose name the Policy is issued.

**29. Insured Person** means the person named in the Schedule to this Policy, having a place of residence in India and who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.

**30. Loss of Limb** means physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.

**31. 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.

**32. 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.

**33. 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.

**34. 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

**35. 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.

**36. Hospitalisation Expenses** mean expenses for treatment in any Instance of Illness or accidental injury as In Patient in a Hospital/Nursing Home for a minimum period of 24 hours (except in respect of Day Care Treatment), as admissible under the Policy.

**37. Medical Advice:** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. 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.

**44. Physical Separation** means separation of the hand at or above the wrist and/or of the foot at or above the ankle respectively.

**45. Policy** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.

**46. 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 or from one plan to another plan of the same insurer, provided the previous policy has been maintained without any break.

**47. Qualified Nurse** means a qualified person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

**48. Reasonable and Customary Charges** mean the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services among comparable providers only, taking into account the nature of the illness / injury involved.

**49. Renewal:** Renewal defines the terms on which the contract of Insurance can be renewed on mutual consent with a provision of Grace Period for treating the renewal continuous.

**50. Schedule means the** Schedule attached to and forming part of this Policy mentioning Your details, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.

**51. Standard Type of Aircraft** means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.

**52. Subrogation:** Subrogation shall mean the right of the Insurer to assume the rights of the Insured person to recover expenses paid out under the Policy that may be recovered from any other source.

**53. Sum Insured** means, subject to terms, conditions and exclusions of this Policy, the Sum Insured representing Our maximum liability for any or all claims during the Policy Period specified in the Schedule to this Policy separately in respect of the Insured person(s)

**54. Surgery or Surgical operation** means manual and/or operative procedures for correction of illness or Injury, deformities and defects, repair of injuries, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a Hospital/Nursing Home or Day Care centre by a Medical Practitioner.

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

**56. Alternative Treatment** are forms of treatments other than treatment under “Allopathy” or “Modern Medicine” and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.

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

### III. 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 and Additional Benefits **as may be applicable:-**

| Table of Benefits   | Percentage of Capital Sum Insured Payable |
|---|---|
| 1. Accidental Death   | 100%                                      |
| 2. Permanent Total Disability   |   |
| 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%                                      |
| 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%                                      |

#### (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 (I) above being admitted, the Company shall pay the Additional Benefits specified hereunder in the following circumstances:-

|  |  |
|--|--|
| <b>A. Transportation</b><br>In the event of 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. | Rs.500 or actual expenses whichever is lower |
|--|--|

|  |  |
|--|--|
| <b>B. Ambulance Charges</b><br>Reimbursement of Ambulance charges for transportation of Insured person to Hospital following Accident  | Maximum up to Rs. 250/- per insured person any one accident or actual expenses whichever is lower. |
| <b>D. Education Fund</b><br>In the event of Accidental Death or Permanent Total Disablement of Insured/Insured Person Education Fund for dependent children as below<br>a) If one child up to the age of 23 yrs.<br><br>b) If more than one child up to the age of 23 yrs. | <br><br><br>-Rs. 2500/-<br><br>-Rs. 5000/- in respect of all children                              |

#### IV. General Exclusions

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

1. Any existing disability existing prior to the inception of the first policy with us.
2. Compensation under more than one of the Covers under 1 to 3 of Table of Benefit in respect of the same period of disablement and/or during the same policy period.
3. 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) Additional inbuilt covers mentioned under Scope of Cover in Section A & B.
4. 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) Additional inbuilt covers under Scope of Cover in Section II (B).
5. 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.
6. 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.
7. Directly or indirectly caused by venereal disease, sexually transmitted diseases, AIDS or insanity.
8. 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.
9. Death or disability caused by radiation, infection, poisoning except where these arise from an accident.
10. Any injury arising or resulting from the Insured or any of his family members committing any breach of law with criminal intent.
11. 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 detainments.
12. 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.
13. Death or disability 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.
  14. 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.
  15. 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.
  16. Death or Disability arising or resulting from an "Act of Trespassing" by the Insured/Insured Person on any public/private property.
  17. Any claim in respect of the Insured / Insured Person from:
    - i. intentional self-injury, suicide or attempted suicide (whether sane or insane)
    - ii. abuse of intoxicants or hallucinogens including influence of drug and alcohol
    - iii. driving any vehicle without a valid driving licence
    - iv. 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
    - v. 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.
    - vi. 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.

## 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:

The claim same has to be intimated to the company's Call centre <<Toll Free No>> or in writing at the nearest offices immediately upon the happening of an event or as early as reasonably possible but not later than 30 days from the date 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,

### I) For Accident Benefit:

In case of accidental death, written notice of the death must, unless reasonable cause is shown, be so given before internment / 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.

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 accidental death, to make a post-mortem examination of the body of the Insured/Insured Person.

The following is the list of documents required to prove the validity of the claims made under the various Benefits:

#### Accidental Death:

- Claim Form duly filled in and signed.
- Death certificate.
- Copy of post Mortem report.(if carried out)
- F.I.R, Police Panchanama / Final Investigation report (in case of accident outside residence)
- Copy of treatment papers, if any
- Doctors report
- 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.
- FIR, Police Panchanama (in case of accident outside residence)

#### Ambulance

- Bills/Receipts from a registered Ambulance Service Provider

**Education Grant:**

- Proof of number of dependent children viz. Ration card
- Age proof of the dependent children
- Details of current studies undertaken.

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.

**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

**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 as sought to be declared and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or device being used by the Insured/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.

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

**2. Observance of Terms and Conditions**

The due observance and fulfilment of the terms, conditions and endorsements of this Policy 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 other circumstances that may give rise to a 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.

- a) The Insured/Insured Person shall give immediate notice to the Company of any change in business or occupation. Intimation is not required where only the employer changes but not the nature of occupation.

#### **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. 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, tele-service 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 (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 with effect from the date of accident.

#### **9. Fraudulent**

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.

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; however the claims shall be settled in India in Indian rupees. The provisions of this Policy shall be governed by the laws of India for the time being in force 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, 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.

| <u>Period of Cover up to</u>        | <u>Refund of Annual Premium rate (%)</u> |
|-------------------------------------|--|
| 1 Month                             | 75%                                      |
| 3 Month                             | 50%                                      |
| 6 Month                             | 25%                                      |
| Exceeding Six Months up to 365 days | NIL                                      |

However, in case of a valid claim having being paid or reported under this Policy, there would be no refund of premium. Minimum premium of Rs 10 will be retained by the company.

#### 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. Medical Underwriting

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Proposer about 70 years of age and those having existing disabilities are subject to Medical Underwriting by the company. The company reserves the right to Accept/Decline/Accept with exclusion or Premium loading (upto maximum of 100% on basic Premium). These loadings are applied from Commencement Date of the Policy including subsequent renewal(s) with Us.

### 15. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured/Insured Person's rights of recovery thereof against any person or organization, and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured/Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated. This clause applies only to coverage under the indemnity section of the Policy but does not apply to benefit sections.

### 16. Renewal

- 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.

At the time of seeking renewal of this Policy The Insured/Insured Person shall disclose to the Company in writing of any change in business or occupation. Intimation is not required where only the employer changes but not the nature of occupation. This disclosure shall be made 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:
  - 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.

- 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 other Policy being issued by Us. However, benefits payable shall be subject to the terms contained in such other Policy.

## 17. Continuity

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

## 18. 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.

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

Premium Bearing

- Policy cancellation

Non Premium Bearing

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

Above list is indicative.

## 20. Notice

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

## 21. Customer Support

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

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



Dedicated 16 x7 (7:00 am to 11:00 pm 7 days a week) Toll free number 1800-209-**5846** (1800-209- **LTIN** )



Email us at [help@ltinsurance.com](mailto:help@ltinsurance.com) or visit us at [www.ltinsurance.com](http://www.ltinsurance.com) to raise your query



SMS '**LTI**' to 56070 **58** (56070-**LT**) and we will call the customer



Our Network of Branches



Write to us at our Corporate office address –

**L&T General Insurance Company Limited**

6th Floor, City 2, Plot No. 177,

CST Road, Near Bandra Kurla Telephone Exchange,

Kalina, Santacruz (East), Mumbai – 400098, India.

## Senior Citizen Cell

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

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

## 22. Grievances Redressal Procedure

For any grievance related to Delay in settlement or against decision on any claim, Premium, Non-issue or Interpretation of Policy terms, or such other grievances the Insured/Insured Person may write to:

The Grievance Officer

L&T General Insurance Company Limited

601-602, 6<sup>th</sup> Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to The Grievance Officer at <<[abc@ltinsurance.com](mailto:abc@ltinsurance.com)>>

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

Head-Customer Services

601-602, 6<sup>th</sup> Floor, Trade Centre, Bandra Kurla Complex, Bandra East, Mumbai 400051

Helpline Number- <<toll free no>> or write to Head-Customer Services at <<[abc@ltinsurance.com](mailto:abc@ltinsurance.com)>>

In case the Insured/Insured Person is not satisfied with the decision/resolution the Insured/Insured Person may the Insured/Insured person may be entitled to approach the Insurance Ombudsman.

The complaint should be made in writing duly signed by the complainant or by his/her legal heirs with full details of the complaint and the contact information of the complainant.

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

| <b>Ombudsman Offices</b>  |  |
|---|--|
| <b>Areas of Jurisdiction</b>  | <b>Addresses of the Ombudsman Offices</b>  |
| State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu.   | <b>AHMEDABAD</b><br>2nd Floor, Ambica House,<br>Nr. C U Shah College, 5, Navyug Colony, Ashram<br>Road,<br>AHMEDABAD-380014<br>Tel: 27546150, Fax: 079-27546142<br>Email: insombalhd@rdiffmail.com         |
| States of Madhya Pradesh and Chattisgarh.   | <b>BHOPAL</b> 1st Floor, 117, Zone II (Above D M<br>Motors Pvt. Ltd.), Maharana Pratap Nagar,<br>BHOPAL-462 011<br>Tel: 0755 - 2769200, Fax: 0755-2578103<br>Email: insombmp@satyam.net.in                 |
| State of Orissa.  | <b>BHUBANESWAR</b> 62, Forst Park,<br>BHUBANESWAR-751 009. Tel: 2535220, Fax:<br>0674-2531607<br>Email: susantamishra@yahoo.com,<br>ioobbsr@vsnl.net   |
| States of Punjab, Haryana, Himachal Pradesh,<br>Jammu & Kashmir and Union territory of<br>Chandigarh.                               | <b>CHANDIGARH</b><br>S.C.O No.101,102 & 103, 2nd Floor, Batra<br>Building, Sector 17 D, CHANDIGARH-160 017<br>Tel: 0172- 2706196 EPBX:0172-2706468 Fax:<br>0172-2708274                                    |
| State of Tamil Nadu and Union Territories -<br>Pondicherry Town and Karaikal (which are part<br>of Union Territory of Pondicherry). | <b>CHENNAI</b><br>Fatima Akhtar Court , 4th Floor, 453 (Old 312)<br>Anna<br>Salai, Teynampet, CHENNAI-600 018<br>Tel: 24333678, 24333668, 24335284<br>Fax: 044-24333664<br>Email: insombud@md4.vsnl.net.in |
| States of Delhi and Rajasthan.  | <b>DELHI</b><br>2/2 A, Universal Insurance Bldg, Asaf Ali Road,<br>NEW DELHI-110 002<br>Tel: 23239611, Fax: 011-23230858<br>Email: insombudsmandel@netcracker.com  |
| States of Andhra Pradesh, Karnataka<br>and Union Territory of Yanam - a part of<br>the Union Territory of Pondicherry.              | <b>HYDERABAD</b><br>6-2-46, Yeturu Towers, Lane Opp. Saleem<br>Function Palace, A C Guards, Lakdi-Ka-Pool,<br>HYDERABAD-500 004<br>Tel: 55574325, Fax:040-23376599<br>Email: insombud@hd2.vsnl.net.in      |
| State of Kerela and Union Territory of<br>(a) Lakshadweep (b) Mahe-a part of<br>Union Territory of Pondicherry.                     | <b>KOCHI</b><br>2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin<br>Shipyards, M G Road, ERNAKULAM-682 015<br>Tel: 2373334, 2350959, Fax:0484-2373336<br>Email: insuranceombudsmankochi@hclinfinet.com      |
| States of West Bengal, Bihar, Sikkim,<br>Jharkhand and Union Territories of<br>Andaman and Nicobar Islands.                         | <b>KOLKATTA</b><br>North British Building 29, N S Road, 3rd Floor,<br>KOLKATTA-700 001<br>Tel: 22212666, 22212669, Fax:033-22212668  |
| States of Uttar Pradesh and<br>Uttaranchal.   | <b>LUCKNOW</b><br>Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore   |

|  |   |
|--|---|
|  | Road, Hazaratganj, LUCKNOW-226001<br>Tel: 0522-2201188, 2231330, 2231331<br>Fax:0522-2231310<br>E-mail: ioblko@sancharnet.in  |
| States of Maharashtra and Goa.   | 3rd Floor,<br>Jeevan Seva Annexe (above MTNL), S V Road,<br>Santacruz (W), Mumbai-400 054<br>Tel: 26106889, EPBX:022-26106889<br>Fax:022-26106052, 26106980<br>Email:ombudsman.i@hclinfinet.com   |
| States of Assam, Meghalaya, Manipur,<br>Mizoram, Arunachal Pradesh, Nagaland<br>and Tripura. | <b>GUWAHATI</b><br>Aquarius Bhaskar Nagar, R G Baruah Road,<br>GUWAHATI 781 021<br>Tel: 2413525 EPBX:0361-2415430<br>Fax: 0361-2414051  |
| Address and contact number of Governing<br>Body of Insurance Council                         | Secretary General<br>Governing Body of Insurance Council<br>5 <sup>th</sup> Floor, Royal Insurance Building, 14 Jamsedji<br>Tata Road, Churchgate, Mumbai 400020<br>022-22817515<br>Email: <a href="mailto:inscoun@vsnl.net">inscoun@vsnl.net</a> |

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