

my:health Personal Accident 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. Accident** is a sudden, unforeseen and involuntary event caused by external and visible means.
- 2. Capital Sum Insured** means the maximum amount of Accident Benefit to which an Insured/Insured Person is eligible including any earned Cumulative Bonus, as specified in the Schedule.
- 3. Family** means the Insured, his/her lawful spouse, dependant children, dependant parents and /or blood relative i.e. dependant brother or sister subject to the maximum ages as specified in the Policy.
- 4. Hospital/Nursing Home** means an establishment in India for indoor medical care and treatment of patients which:
 - is registered with the appropriate local authorities as such and benefits from the supervision of a Medical Practitioner on a 24 hour basis, or
 - complies with at least the following criteria:
 - i) it has at least 10 inpatient beds
 - ii) it has a fully equipped operating theatre where surgery is performed;
 - iii) it employs qualified nursing staff on a 24 hour basis;
 - iv) maintains daily records of patients.
 - By the nature of the medical treatment provided is an establishment properly recognised as a Hospital/Nursing Home within the locality and fulfils all the demands ordinarily or customarily of a Hospital for medical treatment, and where all medical treatment is administered by a Medical Practitioner, and is not, a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel, health spa, massage center or any similar establishment.
- 5. Hospitalisation Expenses** mean reasonable expenses for treatment as In Patient in a Hospital for a minimum period of 24 hours, incurred by the Insured/Insured Person for the treatment of an injury in respect of which claim for Accident Benefit is admitted, under following heads or otherwise expressly covered under this Policy:-
 - Hospital (Room & Boarding and Operation Theatre) charges inclusive of Nursing Charges.
 - Fees of Surgeon, Anaesthetist, Specialists.
 - Cost of diagnostic tests, medicines, blood, oxygen, internal appliances like pacemaker.
 - Pre and Post hospitalisation expenses.
 - Ambulance Charges
- 6. Injury** means bodily Injury caused solely and directly by accident during the Policy period.
- 7. Inpatient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

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

9. Loss of Limbs means physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.

10. Medical Practitioner A Medical practitioner is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. The term Medical Practitioner includes a Physician, specialist and surgeon, provided that this person is not a member of the Insured/Insured Person's family.

11. Out Patient Costs shall mean any cost incurred at any out patient's unit or consulting room including but not limited to doctors charges, drugs, dressings, plasters, medical consumables or diagnostics.

12. Period of Insurance means the duration of this policy as shown in the Schedule.

13. Permanent Total Disablement means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.

14. Permanent Partial Disablement means bodily injury of such nature as permanently reduces the earning capacity of the Insured/Insured Person in every employment which he was capable of undertaking at the time of accident, as assessed by Doctor appointed by the Company.

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

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

17. Policyholder means the person in who has proposed for insurance and in whose name the Policy has been issued. A Policy holder is equivalent to the Insured if he is also a beneficiary under the Policy.

18. Proposer means the person who proposes for the insurance for himself and/or his family members.

19. "Reasonable and Customary Charges"- means Reasonable charges means 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, taking into account the nature of the illness / injury involved .

20. Schedule means the Schedule attached to and forming part of this Policy containing details including that of Insured/Insured Persons, Capital Sum Insured, the Period of Insurance and the limits of Benefits under the Policy.

21. 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.

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

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 Person shall sustain bodily injury by reason of an accident due to external, visible and violent means anywhere in the world **And**
- ii) within 12 months of the accident, such bodily injury solely and directly results in Death or Disablement of the nature specified below **Then**
- iii) the Company shall pay the corresponding Benefit indicated in the Table below together with any Cumulative Bonus 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% |
| 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 | 10% |
| two phalanges | 8% |
| one phalanx | 4% |
| xv) Loss of middle finger-three phalanges | 06% |
| two phalanges | 04% |
| one phalanx | 02% |
| xvi) Loss of ring finger-three phalanges | 05% |
| two phalanges | 04% |
| one phalanx | 02% |
| xvii) Loss of little finger-three phalanges | 04% |
| two phalanges | 03% |
| one phalanx | 02% |
| xviii) Loss of metacarpals-first or second, third, fourth or fifth | 03% |
| | 2% |
| 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. |
|--|---|

Cumulative Bonus: The Sum Insured under the basic cover of the Policy shall be progressively increased by 5% in respect of each claim free year of insurance subject to a maximum accumulation of 50% up to 10 claim free years of insurance, which shall be the Cumulative Bonus.

The Capital Sum Insured shall be inclusive of any earned Cumulative Bonus.

In the event of a claim under the Policy in respect of an Insured/Insured Person who has earned any cumulative bonus, the Cumulative Bonus shall stand reduced to 0% at the time of renewal. However, the basic Sum Insured will be as specified in the Schedule.

Earned cumulative bonus will be maintained during renewal if the policy is renewed within 30 days from date of expiry for company renewals as well as roll over proposals.

Where there is a change in the Capital Sum Insured on subsequent renewals, the cumulative bonus will be allowed on the CSI at the above mentioned rate.

(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, the Company shall pay the Additional Benefits specified hereunder in the following circumstances in addition to the Cover opted under 1-5 of Table of Benefits above:-

| | |
|---|--|
| 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. | -10% (Ten percent) of C.S.I Subject to a maximum |

| | |
|--|--|
| b) If more than one children up to the age of 23 yrs. | of Rs. 12500/- -10% (Ten percent) of C.S.I 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 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 being admitted under the (A) Accident Benefit Section and any specific limitation imposed in the Schedule to this Policy.

1. Medical Benefit Extension

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

Option 1: 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.

Option 2: 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 suffers accident outside the City/town of his/her residence and is hospitalized, as under:-

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.

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:

1. Any existing disability prior to the inception of the first policy with us.

2. 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.
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) and (C) 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) and (C) mentioned under Scope of Cover in section IIB
5. Payment of weekly compensation until the total amount shall have been ascertained and agreed.
6. 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.
7. 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.
8. Directly or indirectly caused by venereal disease, sexually transmitted diseases, AIDS or insanity.
9. 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.
10. Death or disability caused by radiation, infection, poisoning except where these arise from an accident.
11. Any injury arising or resulting from the Insured or any of his family members committing any breach of law with criminal intent.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. Death or Disability arising or resulting from an "Act of Trespassing" by the Insured/Insured Person on any public/private property.
18. Any claim in respect of the Insured / Insured Person arising 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.

Specific Exclusion Applicable to Medical Benefit Extension

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

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 LTGICL Call centre 1800-209-5846 or in writing at the nearest/policy issuing offices of the Company immediately or as early as reasonably possible but not later than 30 days from the date of loss.

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

1. Insured's contact numbers,
2. Policy Number,
3. Location, Date and Time of Loss,
4. Nature and cause of loss,
5. Whether Police authorities has been informed

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.

Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. 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 primary documents required to be submitted within 30 days of intimation of the claim. The Company reserves its right to call for any further documentation to prove the validity of the claims made under the various Benefits:

Fatal Claims:

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

Permanent Disablement Claims:

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

Temporary Total Disability Claims:

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

Transportation of Mortal remains & 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
- 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.

Hospitalization due to accident:

- Copy of document of hospitalization
- Certificate from treating doctor about the diagnosis and line of treatment given during hospitalization.
- Bills and receipts towards medical expenses.
- Copy of the test reports

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 above list is only indicative. The Company may call for additional documents/ information and/or carry out verification on a case to case basis to ascertain the facts/collect additional information/documents of the case to determine the assessment of loss. 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.

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 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 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 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 of any nature whatsoever covering the same Insured/Insured Person whether effected by the Insured/Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. This clause applies only to coverage under the indemnity section of the policy does not apply to benefit sections.

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 shall be deemed to be part of this Policy and shall have effect accordingly.

9. 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 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 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 provisions of this Policy shall be governed by the laws of India and subject to the exclusive jurisdiction of Courts in India.

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 Acknowledgment due to the Insured at his / their last known address in which case 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 Company's short period scales.

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.

Eg. 2 Year Policy issued for 730 days.

Cancellation request received on day 395(1 year and 1 month)

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. 2 year premium Rs 1000. Utilised period 395 days, unutilised period 335. Pro-rata premium for unutilised premium will be Rs 458.9

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

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

15. Premium Rates for Short Period Cover

| Short Period Scale | |
|--|--------------------------|
| Period | % of Annual Premium Rate |
| 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.

17. Renewals

The Company shall not be bound to give notice that a renewal is due. Renewal of the Policy shall be allowed for lifetime. If the Insured desires renewal he/she shall apply to the Company prior to expiry of the Period of Insurance and pay the necessary premium. 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. Failure to comply with this Condition would render any renewal voidable at the option of the Company. Renewals will be deemed to be continuous if renewed within 30 days from expiry of previous policy however the effective policy inception date shall be from such period when the renewal premium is received by the Company. Renewals will not be denied except on grounds of misrepresentation, fraud, non-disclosure or non co-operation from the Insured.

A loading of maximum up to 100% may be considered on the renewal premium based on adverse or recurring claims reported under the expiring policy in the following slabs-

| No of Claims | Claims Ratio | % Loading Applicable |
|--------------|--------------|----------------------|
| >= 1 | Up to 800% | Up to 50% |
| >= 1 | Above 800% | Up to 100% |

The Company reserves its rights to vary the premium from time to time subject to approval of IRDA.

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 installment premiums – before the beginning of each such period when the premium instalment is due.

19. Continuity

For Roll Over Cases (inward migration from other Insurers) Continuity benefits will be available only with respect to accumulation of earned cumulative bonus. Such benefits shall be offered to all Insured/Insured Persons who have maintained a Personal Accident Policy on a standalone basis (not under a group cover) which is in force (or within the Grace Period) at the time of proposing for this Policy and corresponds to the Policy Option i.e Individual or Family Package Cover.

Where the product is offered to the customers of a specific institution, with which the insurer 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.

20. Notice

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

21. Grievance Redressal Procedure

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, 6th 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>>

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, 6th 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>>

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

| Ombudsman Offices | |
|---|---|
| Areas of Jurisdiction | Addresses of the Ombudsman Offices |
| State of Gujarat and Union Territories of Dadra & Nagar Haveli and Daman and Diu. | AHMEDABAD 2nd Floor, Ambica House, Nr. C U Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD-380014 Tel: 27546150, Fax: 079-27546142 Email: insombalhd@rdiffmail.com |

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| States of Madhya Pradesh and Chattisgarh. | BHOPAL 1st Floor, 117, Zone II (Above D M Motors Pvt. Ltd.), Maharana Pratap Nagar, BHOPAL-462 011 Tel: 0755 - 2769200, Fax: 0755-2578103 Email:insombmp@satyam.net.in |
| State of Orissa. | BHUBANESWAR 62, Forst Park, BHUBANESWAR-751 009. Tel: 2535220, Fax: 0674-2531607 Email:susantamishra@yahoo.com, ioobbsr@vsnl.net |
| States of Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir and Union territory of Chandigarh. | CHANDIGARH S.C.O No.101,102 & 103, 2nd Floor, Batra Building, Sector 17 D, CHANDIGARH-160 017 Tel: 0172- 2706196 EPBX:0172-2706468 Fax: 0172-2708274 |
| State of Tamil Nadu and Union Territories - Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry). | CHENNAI Fatima Akhtar Court , 4th Floor, 453 (Old 312) Anna Salai, Teynampet, CHENNAI-600 018 Tel: 24333678, 24333668, 24335284 Fax: 044-24333664 Email:insombud@md4.vsnl.net.in |
| States of Delhi and Rajasthan. | DELHI 2/2 A, Universal Insurance Bldg, Asaf Ali Road, NEW DELHI-110 002 Tel: 23239611, Fax: 011-23230858 Email: insombudsmandel@netcracker.com |
| States of Andhra Pradesh, Karnataka and Union Territory of Yanam - a part of the Union Territory of Pondicherry. | HYDERABAD 6-2-46, Yeturu Towers, Lane Opp. Saleem Function Palace, A C Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 Tel: 55574325, Fax:040-23376599 Email:insombud@hd2.vsnl.net.in |
| State of Kerela and Union Territory of (a) Lakshadweep (b) Mahe-a part of Union Territory of Pondicherry. | KOCHI 2nd Floor, CC 27/2603 Pulinat Bldg, Opp. Cochin Shipyard, M G Road, ERNAKULAM-682 015 Tel: 2373334, 2350959, Fax:0484-2373336 Email:insuranceombudsmandkochi@hclinfinet.com |
| States of West Bengal, Bihar, Sikkim, Jharkhand and Union Territories of Andaman and Nicobar Islands. | KOLKATTA North British Building 29, N S Road, 3rd Floor, KOLKATTA-700 001 Tel: 22212666, 22212669, Fax:033-22212668 |
| States of Uttar Pradesh and Uttaranchal. | LUCKNOW Jeevan Bhavan, Phase 2, 6th floor, Nawal Kishore Road, Hazaratganj, LUCKNOW-226001 Tel: 0522-2201188, 2231330, 2231331 Fax:0522-2231310 E-mail: ioblko@sancharnet.in |
| States of Maharashtra and Goa. | 3rd Floor, Jeevan Seva Annexe (above MTNL), S V Road, Santacruz (W), Mumbai-400 054 Tel: 26106889, EPBX:022-26106889 Fax:022-26106052, 26106980 Email:ombudsman.i@hclinfinet.com |
| States of Assam, Meghalaya, Manipur, | GUWAHATI |

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| Mizoram, Arunachal Pradesh, Nagaland and Tripura. | Aquarius Bhaskar Nagar, R G Baruah Road, GUWAHATI 781 021 Tel: 2413525 EPBX:0361-2415430 Fax: 0361-2414051 |
| Address and contact number of Governing Body of Insurance Council | Secretary General Governing Body of Insurance Council 5 th Floor, Royal Insurance Building, 14 Jamsedji Tata Road, Churchgate, Mumbai 400020 022-22817515 Email: inscoun@vsnl.net |

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