Liberty General Insurance

UIN: LIBHLGP21499V032021

LIBERTY SECURE FUTURE CONNECT GROUP POLICY WORDINGS

Liberty General Insurance Limited ("the Company, We, Our, or Us"), having received a Proposal from the Proposer, along with declaration(s), reports and such other documents as may be required, upon receipt of such proposal and upon occurrence of the Insured event(s) agree to pay the compensation having become payable under Part 2 of this Policy, i.e. that the Sum Insured/ appropriate benefit (s), subject however to the terms, conditions, provisos, exclusions contained herein or endorsed or otherwise expressed herein.

Part 1 : Common Definitions

1. **Accident** means sudden, unforeseen and involuntary event caused by external, visible and violent means.

2. **Activities of Daily Living** means,
   i. Washing: the ability to wash in the bath or shower (including getting into and out of the shower) or wash satisfactorily by other means and maintain an adequate level of cleanliness and personal hygiene;
   ii. Dressing: the ability to put on, take off, secure and unfasten all garments and, as appropriate, any braces, artificial limbs or other surgical appliances;
   iii. Transferring: The ability to move from a lying position in a bed to a sitting position in an upright chair or wheel chair and vice versa;
   iv. Toileting: the ability to use the lavatory or otherwise manage bowel and bladder functions so as to maintain a satisfactory level of personal hygiene;
   v. Feeding: the ability to feed oneself, food from a plate or bowl to the mouth once food has been prepared and made available.
   vi. Mobility: The ability to move indoors from room to room on level surfaces at the normal place of residence

3. **Age** means the completed age of the Insured Person as on his last birthday.

4. **Angioplasty**:
   I. Coronary Angioplasty is defined as percutaneous coronary intervention by way of balloon angioplasty with or without stenting for treatment of the narrowing or blockage of minimum 50 % of one or more major coronary arteries. The intervention must be determined to be medically necessary by a cardiologist and supported by a coronary angiogram (CAG).Coronary
   II. Coronary arteries herein refer to left main stem, left anterior descending, circumflex and right coronary artery.
   III. Diagnostic angiography or investigation procedures without angioplasty/stent insertion are excluded.

5. **Bank** means a banking Company which transacts the business of banking in India.

6. **Civil War** means armed opposition, whether declared or not, between two or more parties belonging to the same country where the opposing parties are of different ethnic, religious or ideological groups. Included in the definition: armed rebellion, revolution, sedition, insurrection, Coup d'état, and the consequences of Martial law.

7. **Compensation** means Sum Insured, Total Sum Insured or percentage of the Sum Insured, as appropriate.

8. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the Policy is conditional upon

9. **Congenital Anomaly** means a condition which is present since birth, and which is abnormal with reference to form, structure or position.

    a. **"Internal Congenital Anomaly"** means **congenital anomaly** which is not in the visible and accessible parts of the body

    b. **"External Congenital Anomaly" means congenital anomaly** which is in the visible and accessible parts of the body

10. **Confirmation** means Confirmation of Availability of Insurance issued by the Company to the insured confirming that the Insured is entitled to insurance coverage under this Policy.

11. **Endorsement** means written evidence of change to the Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.

12. **EMI or EMI Amount** means the fixed payment amount required to repay the principal amount of Loan and Interest by the Insured at a specified date each calendar month, as set forth in the amortization chart referred to in the Loan agreement (or any amendments thereto) between the Bank/Financial Institution and the Insured prior to the date of occurrence of the Insured Event under this Policy. For the purpose of avoidance of doubt, it is clarified that any monthly payments that are overdue and unpaid by the Insured prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured.

13. **Family** means persons connected by relations like – parents, parents in law, child/children, siblings, grandparents, uncle, aunt, nephew, niece, brother-in-law, sister-in-law.

14. **Financial Institution** shall have the same meaning assigned to the term under section 45 I of the Reserve Bank of India Act, 1934 and shall include a Non-Banking Financial Company as defined under section 45 I of the Reserve Bank of India Act, 1934.

15. **Foreign War** means armed opposition, whether declared or not between two countries

16. **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.

Liberty General Insurance

17. **"Hospital -"** means any institution established for in- patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

    a) has qualified nursing staff under its employment round the clock;
    b) has at least 10 inpatient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
    c) has qualified medical practitioner (s) in charge round the clock;
    d) has a fully equipped operation theatre of its own where surgical procedures are carried out;
    e) maintains daily records of patients and makes these accessible to the Insurance company's authorized personnel.

18. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment

    a) 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.

    b) **Chronic Condition-** is defined as a disease, illness or injury that has one or more of the following characteristics:

    i. it needs ongoing or long term monitoring through consultations, examinations, check-ups, and/or tests
    ii. it needs ongoing or long term control or relief of symptoms
    iii. it requires rehabilitations for the patient or for the patient to be specially trained to cope with it
    iv. it continues indefinitely
    v. It recurs or likely to recur.

19. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a registered Medical Practitioner

20. **Insured** means a Bank/Financial Institution, who has proposed for Insurance and on whose name the Policy is issued.

21. **Insured Event** means any event specifically mentioned as covered under this Policy.

22. **Loan** means the sum of money lent at interest or otherwise to the Insured Person/s by any Bank/Financial Institution as identified by the Loan Account Number referred to in Section I of this Policy

23. **Loss of Limbs** means the physical separation of two or more limbs, at or above the wrist or ankle level limbs as a result of injury or disease. This will include medically necessary amputation necessitated by injury or disease. The separation has to be permanent without any

chance of surgical correction. Loss of Limbs resulting directly or indirectly from self-inflicted injury, alcohol or drug abuse is excluded.

24. **Medically Necessary Treatment** is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital 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.

25. **Medical Practitioner** means 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 his license provided that this person is not a member of the Insured Person/s family.

26. **"Migration"** means, the right accorded to health insurance policyholders (including all members under family cover and members of group health insurance policy), to transfer the credit gained for pre-existing conditions and time bound exclusions, with the same insurer.

27. **Nominee** means the person(s) nominated by the Insured Person/s to receive the insurance benefits under this Policy payable on the death of the Insured Person/s.

28. **Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

29. **"Permanent Partial Disability"** means an accidental Injury caused by accident, which as a direct consequence thereof, disables any part of the limbs or organs of the body of the Insured person and which falls into one of the categories listed in the Table of Benefits.

30. **"Permanent Total Disablement"** means disablement, as the result of a Bodily Injury is confirmed as total, continuous and permanent by a Physician and entirely prevents an Insured Person/s from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life.

31. **Policy** means this document of Policy describing the terms and conditions of this contract of insurance including the Company's covering letter to the Insured if any, the Schedule attached to and forming part of this Policy, the Insured's Proposal form and any applicable endorsement attaching to and forming part thereof either at inception or during the period of insurance.

32. **Policyholder** means the entity or person named as such in the Schedule.

33. **Policy Period** means the period commencing from Policy start date and hour as specified in the Schedule and terminating at midnight on the Policy end date as specified in of the Schedule to this Policy.

34. **Portability** means, the right accorded to individual health insurance policyholders (including all members under family cover), to transfer the credit gained for pre-existing conditions and time bound exclusions, from one insurer to another insurer.

35. **Pre-Existing** means any Condition, ailment or injury or disease:
    a. That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement or
    b. For which medical advice or treatment was recommended by, or received from a physician within 48 months prior to the effective date of the policy issued by insurer or its reinstatement.

36. **Principal Outstanding** means the principal amount of the Loan outstanding as on the date of occurrence of Insured Event less the portion of principal component included in the EMIs payable but not paid from the date of the loan agreement till the date of the Insured Event/s. For the purpose of avoidance of doubt, it is clarified that any EMIs that are overdue and unpaid to the Bank prior to the occurrence of the Insured Event will not be considered for the purpose of this Policy and shall be deemed as paid by the Insured Person/s.

37. **Professional Sports** means a sport, which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood.

38. **Proposal and Declaration Form** means any initial or subsequent declaration made by the Insured/ Insured Person/s and is deemed to be attached and forming part of this Policy.

39. **Public Authority** means any governmental, quasi-governmental organization or any statutory body or duly authorized organization with the power to enforce laws, exact obedience, and command, determine or judge.

40. **Renewal** means 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 for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.

41. **Schedule** means this schedule and parts thereof, and any other annexure(s) appended, attached and / or forming part of this Policy.

42. **Scheduled Airline** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier and is flown by authorized licensed pilot.

43. **Spouse** means an Insured Person's husband or wife who is recognized as such by the laws of the jurisdiction in which they reside**.**

44. **Sum Insured** means and denotes the amount of cover available to the Insured Person/s subject to the terms and conditions of this Policy and as stated in the Table of Benefits of the Schedule which is the maximum liability of the Company under this Policy.

45. **Survival Period** means the benefits under the Policy shall be payable only if the Insured Person/s is first diagnosed as suffering from a defined Critical Illness during the Policy Period, and the Insured Person/s survives for at least 30 days following such date of diagnosis and/or also subject to survival of the Insured Person/s for the minimum assessment periods for covered Critical Illnesses as provided under for each of the Critical Illness.

46. **Terrorism** means activities against persons, organizations or property of any nature:
    i. that involve the following or preparation for the following:
        a) use or threat of force or violence; or
        b) commission or threat of a dangerous act; or
        c) commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and
    ii. when one or both of the following applies:
        a) the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
        b) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

47. **War** means war, whether declared or not or any warlike activities, including use of the military force by any sovereign nations to achieve economic, geographic, nationalistic, political racial religious or other ends.

48. **We/Us/Our/Company** means Liberty General Insurance Limited.

49. **You/Your /Yourself/Insured Person** means the Individual(s) whose name(s) are specifically appearing in the Certificate of Insurance to this Policy and who has obtained Loan from the Bank/Financial Institution.. For the purpose of avoidance of doubt it is clarified that the heirs, executors, administrators, successors or legal representatives of the Insured Person/s may present a claim on behalf of the Insured Person/s to the Company.

Part 2 : BENEFITS UNDER THE POLICY

1.1 SECTION I: CRITICAL ILLNESS

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in this Policy, to pay the benefit Sum Insured in relation to the Insured Person/s as per the option selected and as stated under Schedule to this Policy on the occurrence of an Insured Event as stated below, under this Section.

Insured event: For the purposes of this Section and the determination of the Company's liability under it, the Insured Event in relation to the Insured Person/s, shall mean any illness, medical event or surgical procedure as specifically defined below which was first diagnosed more than 90 days after the commencement of first Policy Period and shall mean:

a) First Diagnosis of the below-mentioned Illnesses more specifically described below

1. Cancer of Specified Severity;
2. End Stage Renal Failure (Kidney Failure Requiring Regular Dialysis)
3. Benign Brain Tumor;
4. Parkinson's Disease;
5. End Stage Liver Failure;
6. Alzheimer's Disease;
7. Motor Neuron disease with permanent symptoms
8. Multiple sclerosis with persisting symptoms
9. Muscular Dystrophy
10. Systemic Lupus Erythematosis with Lupus Nephritis
11. Medullary cystic disease

b) Undergoing for the following surgical procedures for the first time, more specifically described below:

12. Major Organ / Bone Marrow Transplant;
13. Open Heart Replacement or Repair of Heart Valves;
14. Open Chest CABG ;
15. Surgery of Aorta;
16. Pneumonectomy
17. Pulmonary Artery Graft Surgery

c) Occurrence of the following medical events more specifically described below:

18. Stroke Resulting in Permanent Symptoms;
19. Permanent Paralysis of Limbs;
20. First Heart Attack of Specified Severity;
21. Coma of Specified Severity;
22. Third Degree Burns;
23. Deafness;
24. Loss of Speech.
25. Primary (Idiopathic) Pulmonary Hypertension

The Insured Event under this Section I and the conditions applicable to the same are more particularly defined below:

1. <u>Cancer of Specified Severity</u>

I. A malignant tumor characterized by the uncontrolled growth and spread of malignant cells with invasion and destruction of normal tissues. This diagnosis must be supported by histological evidence of malignancy. The term cancer includes leukemia, lymphoma and sarcoma.

II. The following are excluded –

i. All tumors which are histologically described as carcinoma in situ, benign, pre-malignant, borderline malignant, low malignant potential, neoplasm of unknown behavior, or non-invasive, including but not limited to: Carcinoma in situ of breasts, Cervical dysplasia CIN-1, CIN -2 and CIN-3.
ii. Any non-melanoma skin carcinoma unless there is evidence of metastases to lymph nodes or beyond;
iii. Malignant melanoma that has not caused invasion beyond the epidermis;

iv. All tumors of the prostate unless histologically classified as having a Gleason score greater than 6 or having progressed to at least clinical TNM classification T2N0M0
v. All Thyroid cancers histologically classified as T1N0M0 (TNM Classification) or below;
vi. Chronic lymphocytic leukaemia less than RAI stage 3
vii. Non-invasive papillary cancer of the bladder histologically described as TaN0M0 or of a lesser classification,
viii. All Gastro-Intestinal Stromal Tumors histologically classified as T1N0M0 (TNM Classification) or below and with mitotic count of less than or equal to 5/50 HPFs;
ix. All tumors in the presence of HIV infection.

2. **End Stage Renal Failure (Kidney Failure Requiring Regular Dialysis)**
End stage renal disease presenting as chronic irreversible failure of both kidneys to function, as a result of which either regular renal dialysis (hemodialysis or peritoneal dialysis) is instituted or renal transplantation is carried out. Diagnosis has to be confirmed by a specialist medical practitioner.

3. **Benign Brain Tumor**

I. Benign brain tumor is defined as a life threatening, non-cancerous tumor in the brain, cranial nerves or meninges within the skull. The presence of the underlying tumor must be confirmed by imaging studies such as CT scan or MRI.

II. This brain tumor must result in at least one of the following and must be confirmed by the relevant medical specialist.
   i. Permanent Neurological deficit with persisting clinical symptoms for a continuous period of at least 90 consecutive days or
   ii. Undergone surgical resection or radiation therapy to treat the brain tumor.

III. The following conditions are excluded:
Cysts, Granulomas, malformations in the arteries or veins of the brain, hematomas, abscesses, pituitary tumors, tumors of skull bones and tumors of the spinal cord.

4. **Parkinson's Disease**
The unequivocal diagnosis of progressive, degenerative idiopathic Parkinson's disease before age 60 years by a Neurologist.

The diagnosis must be supported by all of the following conditions:
• the disease cannot be controlled with medication;
• signs of progressive impairment; and
• inability of the Insured Person/s to perform at least 3 of the 6 activities of daily living (either with or without the use of mechanical equipment, special devices or other aids and adaptations in use for disabled persons) for a continuous period of at least 6 months.

Parkinsons disease secondary to drug and/or alcohol abuse is excluded.

5. **End Stage Liver Failure:**

I. Permanent and irreversible failure of liver function that has resulted in all three of the following:
   i. Permanent jaundice; and
   ii. Ascites; and

iii. Hepatic encephalopathy.

II. Liver failure secondary to drug or alcohol abuse is excluded.

6. **Alzheimer's Disease**
   Alzheimer's disease is a progressive degenerative Illness of the brain, characterised by diffuse atrophy throughout the cerebral cortex with distinctive histopathological changes. Deterioration or loss of intellectual capacity, as confirmed by clinical evaluation and imaging tests, arising from Alzheimer's disease, resulting in progressive significant reduction in mental and social functioning, requiring the continuous supervision of the Insured Person/s. These conditions have to be medically documented for at least 3 months. The diagnosis of the disease must be before Age 60 years, must be supported by the clinical Confirmation of a Neurologist, evidenced by typical findings in cognitive and neuroradiological tests (eg CT Scan, MRI, PET of the brain)..

   The following conditions are however not covered:
   • non-organic diseases such as neurosis and psychiatric Illnesses;
   • alcohol related brain damage; and
   • any other type of irreversible organic disorder/dementia.

7. **Motor Neuron Disease with Permanent Symptoms**
   Motor neuron disease diagnosed by a specialist medical practitioner as spinal muscular atrophy, progressive bulbar palsy, amyotrophic lateral sclerosis or primary lateral sclerosis. There must be progressive degeneration of corticospinal tracts and anterior horn cells or bulbar efferent neurons. There must be current significant and permanent functional neurological impairment with objective evidence of motor dysfunction that has persisted for a continuous period of at least 3 months.
8. **Multiple Sclerosis with persisting symptoms**
   I. The unequivocal diagnosis of Definite Multiple Sclerosis confirmed and evidenced by all of the following:
      i. investigations including typical MRI findings which unequivocally confirm the diagnosis to be multiple sclerosis and
      ii. there must be current clinical impairment of motor or sensory function, which must have persisted for a continuous period of at least 6 months.
   II. Other causes of neurological damage such as SLE and HIV are excluded.

9. **Muscular Dystrophy**

Muscular Dystrophy is a group of hereditary degenerative diseases of muscle characterised by progressive and permanent weakness and atrophy of certain muscle groups. The diagnosis of muscular dystrophy must be unequivocal and made by a Neurologist , with confirmation of at least 3 of the following 4 conditions:

1. Family history of muscular dystrophy;
2. Clinical presentation including absence of sensory disturbance, normal cerebrospinal fluid and mild tendon reflex reduction;
3. Characteristic electromyogram; or
4. Clinical suspicion confirmed by muscle biopsy.

The condition must result in the inability of the Insured Person/s to perform (whether aided or unaided) at least 3 of the 6 '*Activities of Daily Living*' for a continuous period of at least 6 months.

For the purpose of this definition, "aided" shall mean with the aid of special equipment, device and/or apparatus and not pertaining to human aid.

10. Systemic Lupus Erythematous with Lupus Nephritis

A multi-system, multifactorial, autoimmune disorder characterised by the development of auto-antibodies directed against various self-antigens. Systemic lupus erythe-matosus will be restricted to those forms of systemic lupus erythematosus which involve the kidneys (Class III to Class V lupus nephritis, established by renal biopsy, and in accordance with the World Health Organization (WHO) classification). The final diagnosis must be confirmed by a registered Medical Practitioner specialising in Rheumatology and Immunology Other forms, discoid lupus, and those forms with only haematological and joint involvement are however not covered:

The WHO lupus classification is as follows:
• Class I: Minimal change – Negative, normal urine.
• Class II: Mesangial – Moderate proteinuria, active sediment.
• Class III: Focal Segmental – Proteinuria, active sediment.
• Class IV: Diffuse – Acute nephritis with active sediment and/or nephritic syndrome.
• Class V: Membranous – Nephrotic Syndrome or severe proteinuria.

11. Medullary Cystic Disease

A progressive hereditary disease of the kidneys characterised by the presence of cysts in the medulla, tubular atrophy and interstitial fibrosis with the clinical manifestations of anaemia, polyuria and renal loss of sodium, progressing to chronic renal failure. The diagnosis must be supported by renal biopsy.

12. Major Organ/Bone Marrow Transplant

The actual undergoing of a transplant of:

- One of the following human organs: heart, lung, liver, kidney, pancreas, that resulted from irreversible end-stage failure of the relevant organ, or
- Human bone marrow using hematopoietic stem cells.

The undergoing of a transplant has to be confirmed by a specialist Medical Practitioner.

The following are excluded:

- Other stem-cell transplants
- Where only islets of langerhans are transplanted it means human to human transplant from a donor to the recipient.

13. Open Heart Replacement or Repair of Heart Valves

The actual undergoing of open-heart valve surgery is to replace or repair one or more heart valves, as a consequence of defects in, abnormalities of, or disease-affected cardiac valve(s). The diagnosis of the valve abnormality must be supported by an echocardiography and the realization of surgery has to be confirmed by a specialist medical practitioner. Catheter based techniques including but not limited to, balloon valvotomy/valvuloplasty are excluded.

14. Open Chest CABG

I. The actual undergoing of heart surgery to correct blockage or narrowing in one or more coronary artery(s), by coronary artery bypass grafting done via a sternotomy (cutting through the breast bone) or minimally invasive keyhole coronary artery bypass procedures. The diagnosis must be supported by a coronary angiography and the realization of surgery has to be confirmed by a cardiologist.

II. The following are excluded:
   i. Angioplasty and/or any other intra-arterial procedures

15. Surgery of Aorta

The actual undergoing of major surgery to repair or correct aneurysm, narrowing, obstruction or dissection of the Aorta through surgical opening of the chest or abdomen. For the purpose of this definition aorta shall mean the thoracic and abdominal aorta but not its branches.

The following conditions are excluded:
• Surgery performed using only minimally invasive or intra-arterial techniques.
• Angioplasty and all other intra-arterial, catheter based techniques, "keyhole" or laser procedures.

The diagnosis to be evidenced by any two of the following:
a) Computerized tomography (CT) scan
b) Magnetic Resonance Imaging (MRI) scan
c) Echocardigraphy (an ultrasound of the heart)
d) Angiography (Injecting X ray dye)
e) Abdominal ultrasound

16. Pneumonectomy

The undergoing of surgery on the advice of an appropriate Medical Practitioner to remove an entire lung for disease or traumatic injury suffered by the Insured Person/s.

The following conditions are excluded:
• Removal of a lobe of the lungs (lobectomy)
• Lung resection or incision

17. Pulmonary Artery Graft Surgery

The undergoing of surgery requiring median sternotomy (surgery to divide the breastbone) on the advice of a Cardiologist for disease of the pulmonary artery to excise and replace the diseased pulmonary artery with a graft.

The following conditions are excluded:
• Pulmonary artery graft surgery necessitated as a result of CABG
• Pulmonary artery graft surgery necessitated as a result of Post trauma

18. Stroke resulting in Permanent Symptoms

Any cerebrovascular incident producing permanent neurological sequelae. This includes infarction of brain tissue, thrombosis in an intracranial vessel, haemorrhage and embolisation from an extracranial source. Diagnosis has to be confirmed by a specialist medical practitioner and evidenced by typical clinical symptoms as well as typical findings in CT Scan or MRI of the brain. Evidence of permanent neurological deficit lasting for at least 3 months has to be produced.

The following are excluded:
i. Transient Ischemic Attacks (TIA)
ii. Traumatic injury of the brain
iii. Vascular disease affecting only the eye or optic nerve or vestibular functions.

19. Permanent Paralysis of Limbs

Total and irreversible loss of use of two or more limbs as a result of Injury or disease of the brain or spinal cord. A specialist Medical Practitioner must be of the opinion that the paralysis will be permanent with no hope of recovery and must be present for more than 3 months.

20. **Myocardial Infarction (First Heart Attack of Specified Severity)**

The first occurrence of heart attack or myocardial infarction, which means the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis for Myocardial Infarction should be evidenced by all of the following criteria:

i. A history of typical clinical symptoms consistent with the diagnosis of acute myocardial infarction (For e.g. typical chest pain)
ii. New characteristic electrocardiogram changes
iii. Elevation of infarction specific enzymes, Troponins or other specific biochemical markers.

The following are excluded:

i. Other acute Coronary Syndromes
ii. Any type of angina pectoris
iii. A rise in cardiac biomarkers or Troponin T or I in absence of overt ischemic heart disease OR following an intra-arterial cardiac procedure.

21. Coma of Specified Severity

I. A state of unconsciousness with no reaction or response to external stimuli or internal needs. This diagnosis must be supported by evidence of all of the following:
   i. no response to external stimuli continuously for at least 96 hours;
   ii. life support measures are necessary to sustain life; and
   iii. permanent neurological deficit which must be assessed at least 30 days after the onset of the coma.

II. The condition has to be confirmed by a specialist medical practitioner. Coma resulting directly from alcohol or drug abuse is excluded.

22. Third Degree Burns

There must be third-degree burns with scarring that cover at least 20% of the body's surface area. The diagnosis must confirm the total area involved using standardized, clinically accepted, body surface area charts covering 20% of the body surface area.

23. Deafness

Total and irreversible loss of hearing in both ears as a result of illness or accident. This diagnosis must be supported by pure tone audiogram test and certified by an Ear, Nose and Throat (ENT) specialist. Total means "the loss of hearing to the extent that the loss is greater than 90decibels across all frequencies of hearing" in both ears.

24. Loss of Speech

I. Total and irrecoverable loss of the ability to speak as a result of injury or disease to the vocal cords. The inability to speak must be established for a continuous period of 12 months. This diagnosis must be supported by medical evidence furnished by an Ear, Nose, Throat (ENT) specialist.

II. All psychiatric related causes are excluded.

25. <u>Primary (Idiopathic) Pulmonary Hypertension</u>

I. An unequivocal diagnosis of Primary (Idiopathic) Pulmonary Hypertension by a Cardiologist or specialist in respiratory medicine with evidence of right ventricular enlargement and the pulmonary artery pressure above 30 mm of Hg on Cardiac Cauterization. There must be permanent irreversible physical impairment to the degree of at least Class IV of the New York Heart Association Classification of cardiac impairment.

II. The NYHA Classification of Cardiac Impairment are as follows:
   i. Class III: Marked limitation of physical activity. Comfortable at rest, but less than ordinary activity causes symptoms.
   ii. Class IV: Unable to engage in any physical activity without discomfort. Symptoms may be present even at rest.

III. Pulmonary hypertension associated with lung disease, chronic hypoventilation, pulmonary thromboembolic disease, drugs and toxins, diseases of the left side of the heart, congenital heart disease and any secondary cause are specifically excluded.

1.1.2 CLAIMS SETTLEMENT PROCESS APPLICABLE TO SECTION I

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated to the Company within 30 (thirty) days from the date of first diagnosis of the Illness, date of surgical procedure or date of occurrence of the medical event as the case may be. However, the Company may condone the delay on merits of the claim subject to getting satisfied that the delay in notification was due to reasons beyond the control of the Insured Person/s/Nominee. The Company shall not be liable to pay any claims under this Section I unless the claim under the Policy is accompanied by the following documents:

1. Certificate from the attending Doctor of the Insured Person/s confirming, inter alia,
   i. name of the Insured person/s;
   ii. name, date of occurrence and medical details of the Insured Event
2. Confirmation that the Insured Event does not relate to any Pre-Existing Illness or any Illness or Injury which existed or any Illness that was contracted in the first 90 days of commencement of Policy Period.
3. Certificate, if applicable, from the Bank/Financial Institution stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
4. Duly completed claim form
5. Photocopy of Discharge Certificate/ Card from the hospital/ Doctor;
6. Photocopy of investigation test reports, indoor case papers;
7. Additional documents will be called for when the above listed documents do not properly corroborate admissibility of the claim under respective benefits as per the Policy terms.

1.1.3 EXCLUSIONS APPLICABLE TO SECTION I

The Company shall not be liable to make any payment directly or indirectly arising out of the following events:

a. The Company shall not be liable to make any payment under this Policy in connection with or in respect of any Insured Event, as stated in this Section, occurred or suffered before the commencement of Period of Insurance or arising within the first 90 days of the commencement of the Period of Insurance.

b. Pre-Existing Diseases - Code- Excl01
   i. Expenses related to the treatment of a pre-existing Disease (PED) and its direct complications shall be excluded until the expiry of 48 months of continuous coverage after the date of inception of the first policy with insurer.
   ii. In case of enhancement of sum insured the exclusion shall apply afresh to the extent of sum insured increase.
   iii. If the Insured Person is continuously covered without any break as defined under the portability norms of the extant IRDAI (Health Insurance) Regulations, then waiting period for the same would be reduced to the extent of prior coverage.
   iv. Coverage under the policy after the expiry of 48 months for any pre-existing disease is subject to the same being declared at the time of application and accepted by Insurer..

c. If the Insured/Insured Person/s does not submit a medical certificate from the Doctor evidencing diagnosis of Illness or Injury or occurrence of the medical event or undergoing of the medical / surgical procedure in relation to the claim of the particular Insured Person/s.

d. Any medical procedure or treatment, which is not medically necessary or not performed by a Doctor.

e. Treatment relating to birth defects and external congenital Illness or condition

f. Birth control procedures and hormone replacement therapy.

g. Change-of-Gender treatments: Code- Excl07

   Expenses related to any treatment, including surgical management, to change characteristics of the body to those of the opposite sex.

h. Cosmetic or plastic Surgery: Code- Excl08
   Expenses for cosmetic or plastic surgery or any treatment to change appearance unless for reconstruction following an Accident, Burn(s) or Cancer or as part of medically necessary treatment to remove a direct and immediate health risk to the insured. For this to be considered a medical necessity, it must be certified by the attending Medical Practitioner.

i. Treatment by a family member and self-medication or any treatment that is not scientifically recognized.

j. Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. Code- Excl12

k. Any illness which is not a part of the listed Critical Illness as mentioned under Section I of Part 2 of the Policy and/or not opted by the Insured.

1.1.4 SPECIFIC CONDITIONS APPLICABLE TO SECTION I

The cover under this Policy, for the specific Insured Person/s, shall terminate in the event of claim in respect of that Insured Person/s becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other Section of this Policy.

1.2 SECTION II: PERSONAL ACCIDENT

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, General Exclusions stated in the Policy, to pay the Sum Insured as stated under the Schedule to this Policy, on occurrence of the Insured Event as stated below:

Insured event: For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to any Insured Person/s, shall mean Injury sustained during the Policy Period which shall be the sole and direct cause of a) Death or b) Permanent Total Disablement as described hereunder.

Option A

1. Accidental Death

If an Insured Person/s suffers an accident during the Policy Period and this is the sole and direct cause of his death within 12 months of such accidental Bodily Injury sustained, then We will pay the Sum Insured as mentioned in the Policy Schedule.

2. Permanent Total Disability

If an Insured Person/s suffers an accident during the Policy Period and this is the sole and direct cause of his permanent total disability in one of the ways detailed in the table below, within 12 months of such accidental Bodily Injury sustained, then We will pay 100% of the Sum Insured.

Permanent Total Disability – Table of Benefits Loss of:
Limbs (both hands or both feet or one hand and one foot)
Loss of a limb and an eye
Complete and irrecoverable loss of sight of both eyes
Complete and irrecoverable loss of speech & hearing of both ears

3. Cost of Performance of Funeral Ceremony

In the event of We making payment for a claim for Accidental Death, We will indemnify towards

a. Expenses incurred for preparation for burial or cremation service of mortal remains
b. Our liability to make payment will be as per the amount mentioned in the Policy Schedule during the full policy period

The geographical scope of this benefit will be worldwide; however the claims shall be settled in India in Indian rupees.

1.2.2 CLAIM SETTLEMENT APPLICABLE TO SECTION II

(i) Upon the happening of any Injury giving rise or likely to give rise to a claim under this Policy, the Injury as described above shall be intimated to the Company as soon as possible but not later than 30 days from the date of its occurrence. However, the Company may condone the delay on merits of the claim subject to getting satisfied that the delay in notification was due to reasons beyond the control of the Insured/Insured Person/s/Nominee.

(ii) The Insured/Insured Person/s/Nominee shall deliver to the Company, within 30 days of the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

(iii) The Insured/Insured Person/s/Nominee shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

(iv) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based and as deemed necessary any medical or other agent of the Company shall be allowed to examine the Insured Person/s on the occasion of any alleged Injury.

The Company shall not be liable to pay any claims under this Section II unless the claim under the Policy is accompanied by the following documents:

1. Duly completed claim form;
2. Doctor's Report;
3. First Information Report and Final Police report, wherever necessary;
4. Photocopy of Death Summary from the Hospital
5. Photocopy of the Death certificate, wherever applicable;
6. Investigation Reports like Laboratory test, X-rays and reports essential of confirmation of the Injury etc.;
7. Disability certificate from a Doctor or hospital confirming the extent and nature of disability;
8. Post mortem report, if the same was conducted;
9. Copy of FIR / MLC / Panchanama Report along with Post Mortem Report
10. Photocopy of Medical Case History / Summary
11. Bills and receipt towards expenses relevant to funeral ceremony
12. Certificate from the Insured / Nominee (in case of death) stating the amortization schedule, the EMI Amount, Principal Outstanding, etc.
13. Proof of travel in listed Public Carrier where the Insured Person/s has opted Option B coverage as mentioned under 'Optional Covers'.3 Selection of Option B of Personal Accident Cover.
14. Additional documents will be called for when the above listed documents do not properly corroborate admissibility of the claim under respective benefits as per the Policy terms.

1.2.3 EXCLUSIONS APPLICABLE TO SECTION II

The Company shall not be liable under this Section for:

(i) Payment under more than one of the categories specified (Death or Permanent Total Disablement) in the benefit payable in respect of the Insured Person/s.

(ii) Payment of Compensation in respect of Insured Event which occurs whilst the Insured Person/s is operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft, or Scheduled Airlines or is engaging in aviation or ballooning, or whilst the Insured person/s is mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airline anywhere in the world;

(iii) Hazardous or Adventure sports: Code- Excl09
Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

(iv) Payment of Compensation in respect of death or Permanent Total Disablement arising from or resulting directly or indirectly from any Illness to the Insured Person/s.

(v) No sum shall be payable under this Section in case of any Permanent Total Disability for which medical care, treatment, or advice was recommended by or received from a Doctor or from which the Insured Person/s suffered or which was present before the commencement of the Policy Period.

(vi) We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

1.2.4 SPECIAL CONDITIONS APPLICABLE TO SECTION II

The cover under this Policy, for the specific Insured Person/s, shall terminate in the event of claim in respect of that Insured Person/s becoming admissible and accepted by the Company under this Section. In consequence thereof no benefit shall be payable under any other Section of this Policy.

1.3 SECTION III: INVOLUNTARY LOSS OF JOB

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section and the terms, conditions, general exclusions stated in the Policy, to pay once during the Policy Period on occurrence of the Insured Event as stated below under this Section, in relation to the Insured Person/s, 3 EMI Amount(s) falling due in respect of the Loan (Loan account number as stated in Schedule to this Policy) after the commencement of the Insured Event till the reinstatement of employment with the same employer or new employer or expiry of Policy Period, whichever is earlier, subject to a maximum of Sum Insured as stated under Schedule to this Policy for the Insured Person/s mentioned in the Policy. However, if the Sum Insured opted is less than the Loan Amount, then the EMI payable will be in proportion to the Sum insured opted and will not be the actual EMI corresponding to the Loan amount. In any case, the EMI

payable cannot exceed the actual EMI. 'Involuntary Loss of Job' cover is payable once during the policy period and is available only for salaried person employed in India.

Insured event: For the purposes of this Section and the determination of the Company's liability under it, Insured Event in relation to any Insured Person/s, shall mean termination from employment of the Insured Person/s or his dismissal, temporary suspension or retrenchment from employment imposed on him by the employer during the Policy Period as per the employer's rules/regulations or executed / implemented by the employer in compliance of any laws for the time being in force or any directives by any Public Authority.

1.3.1 CLAIM SETTLEMENT APPLICABLE TO SECTION III

In the event of a claim arising out of an Insured Event covered under this Section, the Insured Event as described above shall be intimated by the Insured/Insured Person/s to the Company within thirty (30) days from the date of termination from employment of the Insured Person/s or his dismissal, temporary suspension or retrenchment from employment as the case may be and the Insured Person/s shall arrange for submission of the following documents to the Company:

1. Duly completed claim form;
2. Certificate if applicable from the Bank stating the amortization schedule, the EMI Amounts, Principal Outstanding, etc.
3. Certificate from the employer of the Insured Person/s confirming the termination, dismissal temporary suspension or retrenchment from employment of the Insured person/s furnishing the date of termination, dismissal, temporary suspension or retrenchment from employment of the Insured Person/s with the reasons for the same. In case of temporary suspension the period of suspension should also be mentioned in such certificate.
4. Any other document as may be required by the Company.

However, the Company may condone the delay on merits of the claim subject to getting satisfied that the delay in notification was due to reasons beyond the control of the Insured/Insured Person/s/Nominee.

1.3.2 EXCLUSIONS APPLICABLE TO SECTION III

1. The Company shall not be liable to make any payment under this Section in the event of termination, dismissal, temporary suspension or retrenchment from employment of the Insured Person/s being attributed to any dishonesty or fraud or poor performance on the part of the Insured Person/s or his willful violation of any rules of the employer or laws for the time being in force or any disciplinary action against the Insured person/s by the employer.

2. The Company shall not be liable to make any payment under this Policy in connection with or in respect of:
    a) Self-employed persons;
    b) Any claim relating to unemployment from a job which is casual, temporary, seasonal or contractual in nature or any claim relating to an employee not on the direct rolls of the employer;
    c) Any voluntary unemployment;
    d) Unemployment at the time of inception of the Policy Period or arising within the first 90 days of inception of the Policy Period.

3. Any unemployment from a job under which no salary or any remuneration is provided to the Insured person/s.

4. Any suspension from employment on account of any pending enquiry being conducted by the employer/ Public Authority.

5. Any unemployment due to resignation, retirement whether voluntary or otherwise.

6. Any unemployment due to non-confirmation of employment after or during such period under which the Insured Person/s was under probation.

1.3.3 SPECIFIC CONDITIONS APPLICABLE TO SECTION III

1. A claim under this section shall become admissible provided the period of termination, dismissal, temporary suspension or retrenchment from employment of the Insured Person/s shall not be less 30 consecutive days ("Retrenchment Period").

2. The benefit under Section III is available for salaried employees and for employment in India Only

3. The cover as described under this Section, for specific Insured Person/s, shall terminate in the event one claim in respect of that Insured Person/s becoming admissible and accepted by the Company under this Section and the Company admitting liability against Section III for the Insured Person/s.

Optional Covers:

The Insured Person/s can choose to avail of the following optional cover (s) under this Policy:

1. **30 days survival period under Critical Illness cover:**

The Policy is extended to apply 30 days survival period under Section I of Part 2 of the Policy. We as Insurer will make payment towards Critical Illness only if the Insured Person/s survives for 30 days upon diagnosis or occurrence of the opted Critical Illness under the Policy.

2. **Deletion of 'Involuntary Loss of Job' cover:**

Section III of Part 2 of the Policy relating to this coverage stands deleted for the Insured Person/s.

3. Selection of Option B of Personal Accident cover:

It is agreed and declared that Option B under Section II of Part 2 of the Policy would cover 100% of CSI as available under Option A + 100% of CSI in case of Accidental death or Permanent Total Disability whilst the Insured Person/s is travelling as a fare paying passenger in any of the listed public carriers like Bus, ferry, hovercraft, ship, taxi, train, tram, underground train, commercial helicopter or Scheduled Airline as described in the Schedule to this Policy.

"Public Carrier" means shared passenger transportation service which is available for use by the general public and which operates on a scheduled timetable

4. Permanent Partial Disability cover under Personal Accident cover:

If an Insured Person/s suffers an accident during the Policy Period and this is the sole and direct cause of his Permanent Partial Disability in one of the ways detailed in the table below, within 12 months of such accidental Bodily Injury sustained, then We will pay a percentage of the Sum Insured as mentioned in the table below:

Permanent Partial Disability – Table of Benefits	
Loss of	**% of CSI**
Each arm at the shoulder joint	70%
Each arm to a point above elbow joint	65%
Each arm below elbow joint	60%
Each hand at the wrist	55%
Each thumb	20%
Each index finger	10%
Each other finger	5%
Each leg above center of the femur	70%
Each leg up to a point below the femur	65%
Each leg to a point below the knee	50%
Each leg up to the center of tibia	45%
Each foot at the ankle.	40%
Each big toe	5%
Each other toe	2%
Each eye	50%
Hearing in each ear	30%
Sense of smell	10%
Sense of taste	5%
Any other Permanent Partial Disability	Percentage as assessed by Registered medical practitioner

The compensation under more than one event as stated above, for same period of disability shall not exceed the Capital Sum Insured stated under this cover.

In case of multiple claims under Permanent Partial Disability arising due to multiple events during the Policy period, the total claim payable amount shall not exceed the Capital Sum Insured stated under this cover.

5. **Child Education Benefit:**

If the Insured Person/s suffers an Accident during the Policy Period for which a valid claim has been admitted under Section II of Part 2 of the Policy for Accidental Death or Permanent Total Disability, We as Insurer will make payment towards child education benefit of the Insured Person(s) dependent child /children to the extent of the Sum Insured mentioned against this benefit as specified in the Schedule to this Policy.

In case of one child, the benefit payable would be the maximum Sum Insured specified under this option and in the case of more than one child, the benefit will be equally divided subject to 2 dependent children being provided the stated benefit.
"Dependent Child" refers to a child (natural or legally adopted) below 25 years of age, who financially dependent on the Insured Person/s and does not have his/her independent source of income.

The benefit chosen should be in the range of INR 25,000 to INR 500,000 in multiples of INR 25,000.This benefit can be opted under Section II of Part 2 Personal Accident.

The Policy covers individual members who are applicant/co-applicants of the loan. In case where both wife and husband are the joint applicants of loan, the cover will be given to each insured member as specified in the Policy Schedule.

Claim Procedure
In the event of a claim under 'Child Education Benefit', the following documents are required:

- Proof of number of dependent child /children substantiated by proof of identity documents
- Age proof of the dependent child /children

6. Deletion of 'Personal Accident' cover
Section II of Part 2 of the Policy relating to Personal Accident coverage stands deleted for the Insured Person/s. This option can be selected only if Section I of Part 2 of the Policy 'Critical Illness' is opted.

7. Deletion of 'Critical Illness' cover
Section I of Part 2 of the Policy relating to Critical Illness coverage stands deleted for the Insured Person/s. This option can be selected only if Section II of Part 2 of the Policy 'Personal Accident' is opted.

Part 3: GENERAL EXCLUSIONS APPLICABLE TO THE POLICY:

The Company shall not be liable for any loss or damage under this Policy:

1. Breach of law: Code- Excl10
   Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

2. Due to, or 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 detainment of all Heads of State and citizens of whatever nation and of all kinds and acts of Terrorism, Riots, Strike, Malicious Acts etc.

3. Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission.

4. Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

5. Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof. Code- Excl12

6. Arising out of or as a result of any act of self-destruction or self-inflicted Injury, attempted suicide or suicide.

7. Sterility and Infertility: Code- Excl17
   Expenses related to sterility and infertility. This includes:
   i. Any type of contraception, sterilization
   ii. Assisted Reproduction services including artificial insemination and advanced reproductive technologies such as IVF, ZIFT, GIFT, ICSI
   iii. Gestational Surrogacy
   iv. Reversal of sterilization

8. Maternity: Code Excl18
   a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;
   b. Expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

9. Arising out of or resulting directly or indirectly while serving in any branch of the Military or Armed Forces of any country during War or warlike operations.

10. Arising out of or resulting directly or indirectly caused by, resulting from or in connection with any act of terrorism/sabotage regardless of any other cause or event contributing concurrently or in any other sequence to the loss. The Policy also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of Terrorism/sabotage.

11. Due to Any Claim of the Insured Person/s while driving any vehicle without a valid Driving License.

Part 4 : GENERAL CONDITIONS APPLICABLE TO THE SECTION I, II and III

1. Disclosure of Information

The Policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.

Explanation: Material Facts for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable to take informed decision in the context of underwriting the risk.

2. Nomination:

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. For Claim settlement under reimbursement, the Company will pay the policyholder. In the event of death of the policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the Policyholder whose discharge shall be treated as full and final discharge of its liability under the Policy.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4.Entire Contract

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an Endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever, any term of this Policy or waive any of its provisions.

5.No Constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptable of any premium.

6.Records to be maintained

The Insured/Insured Person/s shall keep an accurate record of any material change in the risk during the currency of the policy, containing all relevant particulars and shall allow the Company to inspect such record. The Insured/Insured Person/s shall within one month after the expiry of each period of insurance furnish such information as the Company may require.

7.Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy but the receipt of the Insured Person/s or his legal personal representative shall in all cases be an effectual discharge to the Company.

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 agrees to adhere to and comply with all terms and conditions involving 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 as approved by the Authority. Any terms and conditions for electronic transactions shall be within the approved Policy Terms and Conditions.

10. Right to Inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured/Insured Person/s be permitted at all reasonable times to examine into the circumstances of such loss. The Insured/ Insured Person/s shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy. The Insured/Insured Person/s shall provide reasonable support to the Company in this regard.

11. Fraud

If any claim made by the insured person, 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 person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.

Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule, who shall be jointly and severally liable for such repayment.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent, with intent to deceive the insurer or to induce the insurer to issue a insurance Policy:—

(a) the suggestion, as a fact of that which is not true and which the Insured Person does not believe to be true;

(b) the active concealment of a fact by the Insured Person having knowledge or belief of the fact;

(c) any other act fitted to deceive; and

(d) any such act or omission as the law specially declares to be fraudulent

The company shall not repudiate the policy on the ground of fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer.

12. Currency for Payment

All claims shall be payable in India and in Indian Rupees only.

13. Payments

The Company shall be duly discharged of its obligations under this Policy and the Insured Person/s shall hold the Company harmless, upon making the payment of the claim to the Insured Person/s / his assignee or the Bank/Financial Institution or his Nominee/ legal heirs as the case may be.

14. Material Change / Change of Occupation

The Insured/ Insured Person/s shall immediately notify the Company in writing by way of the Alterations of risk format of any material change in the risk or change in business or occupation

during the currency of the Policy and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly.
The above notification is not mandatory when only the employer changes but the nature of occupation does not change.

15.Condition Precedent to Admission of Liability

The due observance and fulfilment of the terms and conditions of the policy, by the insured person, shall be a condition precedent to any liability of the Company to make any payment for claim(s) arising under the policy.

16. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by the Insured and the Company to be subject to Indian Law. Each party agrees to submit such dispute to a Court of competent jurisdiction and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

17. Arbitration Clause

If any dispute or difference shall arise as to the quantum to be paid by the Policy, (liability being otherwise admitted) such difference shall independently of all other questions, be referred to the decision of a sole arbitrator to be appointed in writing by the parties here to or if they cannot agree upon a single arbitrator within thirty days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act 1996, as amended by Arbitration and Conciliation (Amendment) Act, 2015 (No. 3 of 2016).

It is clearly agreed and understood that no difference or dispute shall be preferable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of the policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the policy that award by such arbitrator/arbitrators of the amount of expenses shall be first obtained

18. Cancellation

Cancellation by Insurer

The Company may cancel the Policy at any time on grounds of mis-representation, non-disclosure of material facts , fraud by the Insured Person, by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of mis-representation ,non-disclosure of material facts or fraud.

Cancellation by Insured

The Insured may cancel this Policy by giving 15days' written notice, and in such an event, the Company shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below.

Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the Insured person under the Policy.

In respect of long term Policy (Policy issued for a period more than one year), or in the event of full prepayment of the Loan by the Insured Person/s, the Company shall from the date of receipt of notice/prepayment, cancel the Policy as per the rates mentioned below.

Policy Period (in Years)	2	3	4	5
Return Premium Factors				
Years of cancellation	% Return of Premium			
1	50%	67%	75%	80%
2	-	33%	50%	60%
3	-	-	25%	40%
4	-	-	-	20%
5	-	-	-	-

In respect of Policy issued for a period of one year, or in the event of full prepayment of the Loan by the Insured Person/s, the Company shall from the date of receipt of notice/prepayment, cancel the Policy as per the rates mentioned below:

Cancellation date up to (X months) from Policy Period Start Date	**Refund of Premium payable during 1 year of policy commencement**
Up to 1 month	75.00%
Up to 3 months	50.00%
Up to 6 months	25.00%
Up to 12 months	0.00%

In event of part prepayment of the Loan, no refunds of premium shall be made under this Policy. No refunds of premium will be made under the Policy during the last year of the Policy Period.

Upon making any refund of premium under this Policy in accordance with the terms and conditions hereof in respect of the Insured Person, the cover provided through Certificate of Insurance. in respect of that Insured Person shall forthwith terminate and the Company shall not be liable hereunder.

19. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

i. The Company shall endeavour to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
ii. Renewal shall not be denied on the ground that the insured had made a claim or claims in the preceding policy years
iii. Request for renewal along with requisite premium shall be received by the Company before the end of the Policy Period.
iv. At the end of the Policy Period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of

benefits without Break in Policy. Coverage is not available during the grace period.

v. No loading shall apply on renewals based on individual claims experience.

Waiting period with respect to pre-existing diseases and time bound exclusions shall be taken into account as follows:-

		Waiting period to be served with new insurer in number of days/years upon Portability		
Sl No	No of years of continuous insurance cover with previous insurer(s)	30 days waiting period	2 years waiting period	4 years waiting period for PED
1	1 Year	NIL	1 Year	3 Years
2	2 Years	NIL	NIL	2 Years
3	3 Years	NIL	NIL	1 Year
4	4 Years	NIL	NIL	NIL

20. Possibility of Revision of Terms of the Policy Including the Premium Rates

The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are affected.

21. Migration:

The Insured Person will have the option to migrate the Policy to other health insurance products/plans offered by the company by applying for Migration of the policy atleast 30 days before the policy renewal date as per the IRDA Guidelines on Migration. If such person is presently covered and has been continuously covered without any lapse under any health insurance product/plan offered by the company, the insured person will get the accrued continuity benefits in waiting periods as per IRDA Guidelines on Migration.
For Detailed Guidelines on Migration, kindly refer the link https://www.libertyinsurance.in/

22. Portability

The Insured Person will have the option to port the Policy to other insurers by applying to such insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed insured person will get the accrued continuity benefit in waiting periods as per IRDA guidelines on portability.
For Detailed Guidelines on Portability, kindly refer the link https://www.libertyinsurance.in/

23. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to the Insured at the address as specified in the Schedule to this Policy.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.
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.

24. Moratorium Period:
After completion of eight continuous years under this policy no look back would be applied. This period of eight years is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of eight continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no claim under this policy shall be contestable except for proven fraud and permanent exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments as per the policy.

25. Withdrawal of Product
In the likelihood of this product being withdrawn in future, the company will intimate the insured person about the same 90 days prior to expiry of the policy.
Insured person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued benefits such as waiver of waiting period As per IRDAI guidelines, provided the policy has been maintained without break.

26. Complete Discharge
Any payment to the Insured Person or his/ her nominees or his/ her legal representative or to the Hospital/Nursing Home or Assignee, as the case may be, for any benefit under the Policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim

27. Entry Age
Minimum entry Age– 18 Years
Maximum entry Age – 65 Years

28. 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/s shall undertake the following:

The claim has to be intimated to any of the Company's offices or through agents in writing.
The following information should be furnished by the Insured/Insured Person/s while intimating a claim:

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

The claim documents to be dispatched at below address:

Liberty General Insurance Limited,

The Capitol, 2nd and 3rd Floor,
New D.P.Road, Near Ashoka Hotel,
Vishal Nagar, Pimple Nilakh,
Pune- 411027, Maharashtra.
Alternatively, claim documents can also be sent to your nearest branch.

29. Claim Settlement (provision for Penal Interest)

i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle the claim within 45 days from the date of receipt of last necessary document.
iv. In case of delay beyond stipulated 45 days the company shall be liable to pay interest at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

Explanation: "bank rate" shall mean the rate fixed by Reserve Bank of Indian (RBI) at the beginning of the financial year in which the claim falls due.

30. Grievance Redressal Procedure

Grievance–In case of any grievance relating to servicing the Policy, the Insured Person may contact the Company through

Website: www.libertyinsurance.in
Toll free:1800166584
Email: care@libertyinsurance.in
Courier: 10th floor, Tower A, Peninsula Business Park, Lower Parel, Mumbai- 400013

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at gro@libertyinsurance.in

For grievance redressal mechanism and details of grievance office of the Company, kindly refer the link - https://www.libertyinsurance.in/customer-support/grievance-redressal

Grievance may also be lodged at IRDAI Integrated Grievance Management System - https://igms.irda.gov.in/

Insurance Ombudsman –If the insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A

Liberty General Insurance

Insurance is the subject matter of solicitation

Annexure A

The contact details of the **Insurance Ombudsman** offices are as below –

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2nd floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@ecoi.co.in
Karnataka	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@ecoi.co.in..
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@ecoi.co.in
Odisha	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@ecoi.co.in
Punjab, Haryana, Himachal Pradesh, Jammu and Kashmir, UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468
	Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@ecoi.co.in .
Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@ecoi.co.in
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@ecoi.co.in
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Pan bazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@ecoi.co.in
Andhra Pradesh, Telangana and UT of Yanam – a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@ecoi.co.in
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005.l.: 0141 -

	2740363 Email: Bimalokpal.jaipur@ecoi.co.in
Kerala , UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@ecoi.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, Kolkata - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@ecoi.co.in
Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6th Floor, JeevanBhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@ecoi.co.in

oa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@ecoi.co.in
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514251 / 2514253 Email: bimalokpal.noida@ecoi.co.in
Bihar, Jharkhand.	Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Email: bimalokpal.patna@ecoi.co.in
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020 - 32341320 Email: bimalokpal.pune@ecoi.co.in