

Liberty Group Personal Accident Policy Policy Wordings

A : Conditions precedent to the contract

Liberty General Insurance Limited (hereinafter called the “Company”) will provide insurance cover to the Person/person(s) (hereinafter called the “Insured”) upon acceptance of the **Proposal** made, subject to the terms and conditions of the Policy and agreed premium paid within such time, before commencement of the risk under the proposal or within such period, as may be prescribed under the provisions of the Insurance Act, 1938, for the policy period stated in the **Schedule** or during any further period for which the Company may accept payment for the renewal or extension of this Policy. This Policy records the agreement between the Company (We) and the Insured (You), and sets out the terms of insurance and obligations of each party. The information furnished by the Insured (You) in the proposal form and the declaration signed by Insured (You) forms the basis of this contract. The coverages under this Policy, including the extension coverages, if any, has to be applied at the group level and member of the group does not have the liberty to choose the coverage other than available to the other members of the group.

The Policy, the Schedule and any Extension shall be read together and any word or expression to which a specific meaning has been attached in any part of this Policy or of Schedule shall bear such meaning whenever it may appear.

Part I: Definitions

The words or expressions defined below have specific meanings ascribed to them wherever they appear in this Policy. For purposes of this Policy, please note that references to the singular or masculine include references to the plural or to the female respectively.

I - Standard Definitions

1. **"Accident"** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **"Condition Precedent"** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon
3. **"Deductible"** means a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
4. **"Disclosure to Information Norm"** - 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 for and other connected documents to enable it to make informed decision in the context of underwriting the risk.)

5. **“Emergency Care”** Emergency care means management for an illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term of the insured person's health.
6. **“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.
7. **“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.
8. **“Hospitalization”** means admission in a Hospital for a minimum period of 24 In-patient Care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
9. **“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 Medical Practitioner
10. **“Inpatient Care”** means treatment for which the insured person has to stay in a Hospital for more than 24 Hours for a covered event.
11. **“Medical Expenses”** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

12. **“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.
13. **“Medically Necessary Treatment”** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
 - i) is required for the medical management of the illness or injury suffered by the insured;
 - ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
 - iii) must have been prescribed by a medical practitioner;
 - iv) must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
14. **“Notification of Claim”** means the process of intimating a claim to the insurer through any of the recognized modes of communication.
15. **“Outpatient treatment (OPD)”** means the one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
16. **“Pre-existing Disease”** means any condition, ailment, 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 the insurer or its reinstatement.
17. **“Reasonable and Customary 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.
18. **“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.
19. **“Subrogation”** means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

II - Specific Definitions

1. **“Capital Sum Insured”** means the sum as specified in the Schedule to this Policy against the name of Insured / Insured Person, which sum represents the Company's maximum liability for any or all claims under the Accident benefit(s) during the Policy period against the respective benefit(s).
2. **“Complete discharge”** means any payment made to the insured person or his/her nominee or his/her representative or assignee as the case may be, for any benefit under the policy shall be a valid discharge.
3. **“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.
4. **“Entry age”** means the age of the Insured Person at the time of Commencement of the Policy.
5. **“EMI or EMI Amount”** means the fixed payment amount required to repay the principal amount of Loan and Interest by the Insured Person 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 Person 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 Person 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.
6. **"Family"** means the Insured Person, his/her lawful spouse, his/her legitimate children, dependent parents and parent-in-laws.
7. **“Insured / You”** means the employer or legally constituted group named in the Schedule who has concluded this Policy with Us.
8. **“Insured Event”** means an event, loss or damage anywhere in the world for which the Insured Person is entitled to benefit/s under the Policy.
9. **“Insured Person/s”** means the person(s) named in the Schedule to the Policy, who is/are Resident Indian/s and for whom the insurance is also proposed and appropriate premium paid.
10. **“Nominee”** means the person named in the proposal or schedule to whom the benefit under the policy is nominated by the insured person.
11. **“Occupation”** means Occupation of the Insured/Insured Person/s as mentioned in the Schedule to this Policy.
12. **“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.

13. **“Permanent Total Disability”** means an accidental Injury caused by accident, which has a direct consequence thereof totally disables and prevents the Insured Person from attending to any business or occupation of any and every kind or if he/she has no business or occupation, from attending to his/her usual and normal duties that last for a continuous period of twelve calendar months from the date of the accident, with no hopes of improvement at the end of that period and which falls into one of the categories listed in the Table of Benefits.
In case of physical severance of Limbs, waiting period of 12 months shall not be applicable and the claim would be payable immediately subject to admission of claim as per the Policy terms and conditions and submission of all necessary documents / information and any other additional information required for the settlement of the claim.
14. **“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.
15. **“Policy period”** means the period between the inception date and the expiry date as specified in the Schedule to this Policy or the cancellation of this insurance, whichever is earlier.
16. **“Schedule”** means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured, the period, Coverage and the limits to which benefits under the Policy are subject to.
17. **“Table of Benefits”** means the Table of Benefits specified under the Accident Benefits section of this Policy.
18. **“Temporary Total Disability”** means an accidental Injury caused by accident, which as a direct consequence thereof totally disables and prevents the Insured Person from attending to any business or occupation.
19. **“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.
20. **“We, Our, Us”** means the Company, Liberty General Insurance Limited.
21. **“You, Your”** means the Person/s named as Insured in the Policy Schedule

Part II : Coverages

Accident Benefit(s)

The Policy shall provide compensation to the Insured Person, his or her nominee or legal representatives, as the case may be, the sum or sums as set forth in the **Tables of Benefits** below, subject to the **Capital Sum Insured** being the maximum liability of the Company towards injury,



solely and directly from accident and resulting in death or disability within 12 (twelve) calendar months of occurrence of such injury. The compensation under more than one benefit for same period of disability shall not exceed the **Capital Sum Insured**.

Table of Benefits:

1. Accidental Death (AD)

(a) Death Due to Accident

If an Insured Person suffers an Accident during the Policy Period and this is the sole and direct cause of his death within twelve calendar months from the date of the Accident, then We will pay the Capital Sum Insured as mentioned in the Policy Schedule and the benefit and relevant extensions shall cease to exist.

(b) Disappearance Cover

We will only pay the Capital Sum Insured, when the nominee or the legal heir provides a legally binding indemnity bond or any other document as required by Us which guarantees, that, if at any time, after the payment of the Accidental death benefit, it is discovered that the Insured Person is still alive, all payments shall be repaid in full to Us.

(c) Drowning Cover

We shall be liable to be pay under this benefit the Capital Sum Insured, if the Insured Member's full body cannot be located within a period of consecutive twelve (12) months, on account of Drowning during the Policy Period, where it is reasonable to believe that such Insured Member has died as a result of drowning.

We will only pay, when the nominee or the legal heir provides a legally binding indemnity bond or any other document as required by Us which guarantees, that, if at any time, after the payment of the Accidental death benefit, it is discovered that the Insured Person is still alive, all payments shall be repaid in full to Us.

* The total liability for payment of compensation for an insured person under Accident benefit(s)/ Disappearance Cover/ Drowning Cover in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

1. The Company will pay, the Sum Insured less any other amount paid/payable under: Permanent Total Disability and Permanent Partial Disability and Temporary Total Disability section of this Policy.
2. Once a Claim has been accepted and 100% Sum Insured has been paid then this Coverage shall immediately and automatically cease in respect of that Insured Person.

2. Permanent Total Disability (PTD)

If an Insured Person suffers from an accidental injury during the Policy Period and within twelve calendar months from the date of Accident, which is the sole and direct cause of his Permanent

Total Disability in one of the ways detailed in the table below, We will pay the percentage of the Capital Sum Insured shown in the table

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

| Permanent Total Disability – Table of Benefits | |
|------------------------------------------------------------------|----------|
| Loss of | % of CSI |
| Limbs (both hands or both feet or one hand and one foot) | 100% |
| Loss of a Limb and an eye | 100% |
| Complete and irrecoverable loss of sight of both eye | 100% |
| Complete and irrecoverable loss of speech & hearing of both ears | 100% |

- a. In this benefit
- i. Limb means a hand at or above the wrist or a foot above the ankle.
 - ii. Loss of Limb means physical separation of a limb above the wrist or ankle respectively

In case of physical severance of Limbs, waiting period of 12 months shall not be applicable and the claim would be payable immediately subject to admission of claim as per the Policy terms and conditions and submission of all necessary documents / information and any other additional information required for the settlement of the claim.

3. Permanent Partial Disability (PPD)

If an Insured Person suffers from an accidental injury during the Policy Period and within twelve calendar months from the date of the Accident this is the sole and direct cause of his Permanent Partial Disability in one of the ways detailed in the table below, then We will pay the percentage of the Capital Sum Insured shown in the table.

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

| 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.

4. Temporary Total Disability (TTD)

If an Insured Person suffers an accidental injury during the Policy Period which is the sole and direct cause of a Temporary Total Disability which completely prevents him/her from performing each and every duty pertaining to his/her employment or occupation of any description whatsoever, then We will pay a weekly benefit, provided that:

- The temporary total disability is certified by the treating Doctor, and
- Our maximum liability to make payment will be limited to the amount per week as opted and mentioned in the policy schedule against this benefit and disability period not exceeding 104 weeks from the date of accident as stated in the Schedule of this Policy towards this benefit.

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

Part III : General Exclusions

PROVIDED ALWAYS THAT the Company shall not be liable under this Policy for –

1. Death or disability resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or from pregnancy excluding ectopic pregnancy.
2. Any injury or disablement arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
3. Expenses related to any treatment necessitated due to participation 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.
4. Any claim for death or disablement (whether of a permanent nature or of a temporary nature), hospitalisation of the insured person, directly or indirectly due to War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
5. Any claim arising out of Insured Person(s) serving in any branch of the Military or Armed Forces of any country during war or warlike operations.
6. Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of Insured Person
 - a. from intentional self-injury unless in self-defense or to save life, suicide or attempted suicide;
 - b. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication.
 - c. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world.
[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;]
 - d. arising or resulting from the Insured Person committing any breach of law with criminal intent.
7. Any loss whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or Air Charter Company.
Fare paying passenger includes person travelling through some concession or benefit in terms of valid boarding pass / voucher
8. Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.

- b. Nuclear weapons material
 - c. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - d. Nuclear, chemical and biological terrorism
9. 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.

Part IV: General Terms & Conditions

Standard General Terms and Conditions

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 by the policyholder.

(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 it to take informed decision in the context of underwriting the risk)

2. Condition Precedent to Admission of Liability

The terms and conditions of the policy must be fulfilled by the insured person for the Company to make payment for claim(s) arising under the policy.

3. Complete Discharge

Any payment to the policyholder, insured person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, 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.

4. Multiple Policies

- i. In case of multiple policies taken by an insured person during a period from one or more insurers to indemnify treatment costs, the insured person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. Insured person having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.

- iii. If the amount to be claimed exceeds the sum insured under a single policy, the insured person shall have the right to choose insurer from whom he/she wants to claim the balance amount.
- iv. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.

5. Cancellation

- (i) The policyholder may cancel this policy by giving 15 days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

| Length of time Policy in force | Refund of Premium (% of Annual Premium) |
|--------------------------------|-----------------------------------------|
| Up to 1 month | 75% |
| Up to 3 months | 50% |
| Up to 6 months | 25% |
| Up to 9 months | Nil |
| Up to 12 months | Nil |

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.

- (ii) The Company may cancel the Policy at any time on grounds of misrepresentation, 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 misrepresentation, non-disclosure of material facts or fraud.

6. 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 and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the Company.

For the purpose of this clause, the expression "fraud" means any or all of the following acts committed by the Insured Person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an 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 claim and/or forfeit the policy benefits 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 misstatement of or suppression of material fact are within the knowledge of the insurer.

7. Premium Payment in Installments

If the insured person has opted for payment of premium on an installment basis i.e. Half Yearly, Quarterly or Monthly as mentioned in the policy schedule / certificate of insurance, the following conditions shall apply (notwithstanding any terms contrary elsewhere in the policy).

- i. Grace Period of 15 days would be given to pay the instalment premium due for the policy.
- ii. During such grace period, coverage will not be available from the due date of instalment premium till the date of receipt of premium by Company.
- iii. The insured person will get the accrued continuity benefit in respect of the “Waiting Periods” in the event of payment of premium within the stipulated grace Period.
- iv. No interest will be charged If the instalment premium is not paid on due date.
- v. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- vi. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.
- vii. The company has the right to recover and deduct all the pending installments from the claim amount due under the policy.
- viii. In case the claim amount is less than the balance premium installment, no claim will be payable till the balance premium installment is recovered.

| Installment Frequency | Inception Premium | 2nd Installment | 3rd Installment | 4th Installment |
|-----------------------|-------------------|-----------------|-----------------|-----------------|
| Four | 40% | 20% | 20% | 20% |
| Three | 40% | 30% | 30% | NA |
| Two | 60% | 40% | NA | NA |
| Annual | 100% | NA | NA | NA |

NOTE: IT IS NOT OBLIGATORY ON THE PART OF THE INSURERS TO GIVE ANY NOTICE TO THE INSURED FOR PAYMENT OF PREMIUM INSTALMENT.

8. 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 effected.

9. 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. 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.

10. Renewal of Policy

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

- i. The Company shall endeavor 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 person 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

11. Withdrawal of Policy

- (i) 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.

12. 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 or reject 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.

Bank rate shall mean the rate fixed by Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.

13. Redressal of Grievance

Grievance—In case of any grievance, 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

Senior Citizens can email us at: seniorcitizen@libertyinsurance.in

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>.

If 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 as per Insurance Ombudsman Rules 2021. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A

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

Specific Terms and Clauses

1. Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

2. Material Change / Change of Occupation

The Insured/ Insured Person shall immediately notify the Company in writing 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.

3. Assignment

You can assign this policy under intimation to Us. Assignment of a policy shall be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time.

- a) An assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an **endorsement** upon the policy itself or by a separate instrument, signed in either case by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.
- b) An insurer may, accept the assignment, or decline to act upon any **endorsement** made under sub-section (1), where it has sufficient reason to believe that such assignment is not bona fide or is not in the interest of the Insured Person or in public interest or is for the purpose of trading of insurance policy.
- c) The insurer shall, before refusing to act upon the **endorsement**, record in writing the reasons for such refusal and communicate the same to the Insured Person not later than thirty days from the date of the Insured Person giving notice of such assignment.
- d) Any person aggrieved by the decision of an insurer to decline to act upon such assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.
- e) Subject to the provisions in sub-section (2), the assignment shall be complete and effectual upon the execution of such **endorsement** or instrument duly attested but except, where the assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the assignment and either the said **endorsement** or instrument itself or a copy thereof certified to be correct by both assignor and assignee or their duly authorised agents have been delivered to the insurer: Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.
- f) The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under the assignment as between persons interested in the policy; and where there is more than one instrument of assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered: Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.
- g) Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such assignment together with the date thereof and the name of the assignee and

shall, on the request of the person by whom the notice was given, or of the assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.

- h) Subject to the terms and conditions of the assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognize the assignee named in the notice as the absolute assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the assignor was subject at the date of the assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the assignor or making him a party to such proceedings. Explanation. Except where the **endorsement** referred to in sub-section (1) expressly indicates that the assignment is conditional in terms of subsection (10) hereunder, every assignment shall be deemed to be an absolute assignment and the assignee shall be deemed to be the absolute assignee.
- i) Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that —
 - i. the proceeds under the policy shall become payable to the Insured Person or the nominee or nominees in the event of either the assignee predeceasing the insured Person; or
 - ii. the Insured Person surviving the term of the policy, shall be valid: Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.
- j) In the case of the partial assignment of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment and such insured person shall not be entitled to further assign the residual amount payable under the same policy.

4. **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.

5. **Currency for Payment**

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

6. **Subrogation**

In the event of payment under this Policy, the Company shall be subrogated to all the Insured /Insured Person's rights of recovery thereof against any person or organization, and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured /Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the

Company shall be or would become entitled or subrogated. This clause applies only to coverage under the indemnity section of the policy and does not apply to benefit sections.

7. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation, and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to be subject to the executive jurisdiction of the appropriate Courts in Mumbai and to comply with all requirements as necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

8. Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this 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 thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of 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 the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent amendment thereto.

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

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained. The seat of Arbitration shall be Mumbai.

9. Notice

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

C: Conditions when a Claim arises

1. Notification of Claim

It is a condition precedent to our liability hereunder that written notice of claim must be given by the Insured Person/Nominee/Legal Heir, as applicable, to the Company within 15 days after an actual or potential loss begins or as soon as is reasonably possible and, in any event, not later than 30 days after an actual or potential loss begins.

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/Nominee.

2. Time for Filing Claim Documents

Completed Claim Forms and written evidence of loss must be furnished to us within 30 days after the date of such accident. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured/Insured Person/Nominee can satisfy the company that it was not reasonably possible for the Insured/Insured Person/Nominee to give proof / documents within such time.

The above time limit will not apply to claims pending action or arbitration.

3. 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 Person/Nominee/Legal Heir, as applicable, shall undertake the following:

The claim has to be intimated to the Company directly or through the group administrator.

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

- a) Insured Person/Claimant's contact numbers
- b) Policy Number/COI number
- c) Location, Date and Time of Loss
- d) Whether Police authorities has been informed (in case of Road/Rail Accident claim)
- e) Name of the Insured Person(s) named in the Policy schedule/Certificate of Insurance, availing treatment,
- f) Nature of injury,
- g) Name and address of the attending Medical Practitioner/Hospital
- h) Date and time of event if applicable
- i) Date of admission

Claims processing and settlement will be as per Protection of Policy Holder's Interest, Regulation 2017 as amended from time to time.

Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical Officer or other representative of the Company shall be allowed to examine the Insured/Insured Person on the occasion of any alleged injury or disability when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.

Documents to be submitted are as below.

List of documents required:

A. Accidental Death

1. Duly filled and signed claim form.
2. FIR / MLC from police authorities.
3. Driving License of the Insured Person in case death or injury because of Road Traffic accident and the Insured Person was driving the vehicle involved.

4. Death Certificate issued by competent Authorities.
5. Death Summary from the Hospital Authorities if death is confirmed by the Hospital.
6. Post Mortem Report if conducted (Viscera report may asked in case chemical analysis preserved)
7. Inquest / Panchnama Report.
8. Letter from HR stating the attendance closure to the incident in case if employee for Group policies.
9. Indemnity Bond / Succession Certificate/ Legal Heir Certificate.
10. Latest Photograph of the beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done.
11. Photo ID proof of the beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done.
12. Address proof of the beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done.
13. NEFT mandate form filled by beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done
14. Outstanding Loan Statement

B. PTD/PPD Claim Check List:

- a. Duly filled and signed claim form
- b. FIR / Medico Legal Case (MLC) report from police authorities.
- c. Driving License of the Insured Person in case of injury because of Road Traffic accident and the Insured Person was driving the vehicle involved.
- d. Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability.
- e. Hospital / Nursing Home Medical Records.
- f. Radiological / X Ray report relevant to the disability.
- g. Photographs of the insured showing affected area.
- h. Photo ID proof of the deceased / Insured Person in whose name the payment is to be done.
- i. Address proof of the deceased / Insured Person in whose name the payment is to be done.
- j. NEFT mandate form filled by deceased / Insured Person in whose name the payment is to be done.
- k. Disability Certificate from Civil Surgeon in PPD & PTD Claim.

C. TTD Claim Check List

1. Duly filled and signed claim form
2. FIR / MLC from police authorities.
3. Driving License of the Insured Person in case of injury because of Road Traffic accident and the Insured Person was driving the vehicle involved.
4. Medical fitness certificate from the Treating consultant indicating duration of rest medically advised
5. Hospital / Nursing Home Medical Records.
6. Radiological / X Ray report relevant to the disability.
7. Leave certificate from HR (for salaried people) if employee for Group policies.

8. Salary certificate / income proof if employee for Group policies.
9. Photo ID proof of the deceased / Insured Person in whose name the payment is to be done.
10. Address proof of the deceased / Insured Person in whose name the payment is to be done.
11. NEFT mandate form filled by deceased / Insured Person in whose name the payment is to be done.

We may call for additional documents/ information as relevant and necessary for processing of the claim.

The Insured / Insured Person /Claimant shall forward to the Company forthwith every written notice or information of any verbal notice of claim and shall send to the Company any writ, summons or other legal process issued or commenced against the Insured / Insured Person/ Claimant and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

No person other than the Insured /Insured Person(s) and/ or nominees named in the proposal and/ or Legal Hair can claim or sue us under this Policy.

In the event of the original documents being provided to any other Insurance Company or to a reimbursement provider, the Company shall accept properly verified photocopies of such documents attested by such other Insurance Company/ reimbursement provider.

All sums payable hereunder shall be payable in the case of -

- i) death or permanent total disability, only after deleting by an endorsement the name of the Insured/ Insured Person in respect of whom such sum shall become payable without any refund of premium;
- ii) permanent partial disability, only after reduction of Capital Sum Insured, by an endorsement, by the amount admissible under the claim in respect of the Insured Person in respect of whom such sum shall become payable; and
- iii) temporary total disability upon termination of such disability.

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 |
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| Gujarat, Dadra & Nagar Haveli, Daman and Diu. | Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.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@cioins.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@cioins.co.in |
| Orissa | Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in |
| Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & 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@cioins.co.in |
| Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry). | 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@cioins.co.in |
| Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh. | Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in |
| Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. | Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, |

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| | Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in |
| Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry. | 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 - 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in |
| Rajasthan | Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: bimalokpal.jaipur@cioins.co.in |
| Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry. | OFFICE OF THE INSURANCE OMBUDSMAN LIC OF INDIA, 10TH FLOOR, 'JEEVAN PRAKASH', DIVISIONAL OFFICE M G ROAD, ERNAKULAM KOCHI – 682011 Tel.: - 0484-2358759/2359338 Fax:- 0484-2359336 Email: bimalokpal.ernakulam@cioins.co.in |
| West Bengal, Sikkim, Andaman & Nicobar Islands. | 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@cioins.co.in |
| Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar. | Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in |
| Goa, 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.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in |
| State of Uttaranchal and the following Districts of Uttar Pradesh: | Office of the Insurance Ombudsman, Bhagwan Sahai Palace |

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| <p>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.</p> | <p>4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p> |
| <p>Bihar, Jharkhand.</p> | <p>Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in</p> |
| <p>Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.</p> | <p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in</p> |