

POLICY WORDING

YOUR POLICY IN DETAIL



Edelweiss Group Janata Personal Accident Policy

Policy Wordings

A. Policy Schedule

B. PREAMBLE

This Policy is a contract of insurance issued by Edelweiss General Insurance Company LTD (hereinafter called the 'Company') to the proposer mentioned in the schedule (hereinafter called the 'Insured') to cover the person(s) named in the schedule (hereinafter called the 'Insured Persons'). The policy is based on the statements and declaration provided in the proposal Form by the proposer and is subject to receipt of the requisite premium.

C. DEFINITIONS

The terms defined below and at other junctures in the Policy have the meanings ascribed to them wherever they appear in this Policy and, where, the context so requires, references to the singular include references to the plural; references to the male includes the female and third gender and references to any statutory enactment includes subsequent changes to the same.

C.(I) Standard Definitions

- (i) **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- (ii) **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.
- (iii) **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 Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and the said act Or complies with all minimum criteria as under:
 - i. has qualified nursing staff under its employment round the clock;
 - ii. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
 - iii. has qualified medical practitioner(s) in charge round the clock;
 - iv. has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel;
- (iv) **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
 - i. Acute condition - 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
 - ii. Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
 - a. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
 - b. it needs ongoing or long-term control or relief of symptoms
 - c. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
 - d. it continues indefinitely
 - e. it recurs or is likely to recur
- (v) **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.
- (vi) **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- (vii) **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.

(viii) **Medical Practitioner** means a person who is qualified to practice medicine or is a physician, surgeon or an anaesthetist and has a valid license issued by the appropriate authority for the same or 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 its scope and jurisdiction of license.

(ix) **Cumulative Bonus (No Claim Bonus)** means any increase or addition in the Sum Insured granted by the insurer without an associated increase in premium.

(x) **Notification of claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

(xi) **Pre-Existing Disease** 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 the insurer or its reinstatement

(xii) **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.

Sepecific Definitionns

(i) **Age** means age of the Insured person on last birthday as on date of commencement of the Policy.

(ii) **Insured Person** means person(s) named in the schedule of the Policy.

(iii) **Notification of Claim** means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication.

(iv) **Policy** means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured person, what is excluded from the cover and the terms & conditions on which the Policy is issued to the Insured person.

(v) **Policy period** means the period between the commencement date and expiry date specified in the policy schedule/certificate of insurance and includes both the commencement date as well as the expiry date..

(vi) **Policy Schedule** means the Policy Schedule attached to and forming part of Policy

(vii) **Sum Insured** means the pre-defined limit specified in the Policy Schedule. Sum Insured and Cumulative Bonus represents the maximum, total and cumulative liability for any and all claims made under the Policy, in respect of that Insured Person.

(viii) **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a hospital or day care centre by a medical practitioner.

(ix) **Third Party Administrator (TPA)** means a Company registered with the Authority, and engaged by an insurer, for a fee or by whatever name called and as may be mentioned in the health services agreement, for providing health services.

(x) **Terrorism or act of Terrorism** means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

(xi) **We, Our, Ours, Us** means the Edelweiss General Insurance Limited.

(xii) **You, Your, Yourself, Policyholder, Insured, Insured member(s), Insured Person(s)** means the Individual Group Members who will be treated as Insured beneficiary both Named and Unnamed as described in the Policy Schedule/Certificate of Insurance.

D. Benefits Under the Policy.

If the Insured person shall sustain any Bodily Injury resulting solely and directly from Accident, then We shall pay to the Insured / nominee / assignee (as applicable) the sum hereinafter set forth:

a. **Death:** We will pay 100% of the Sum Insured as stated in the Policy schedule/ Certificate of Insurance in the event of Accidental Bodily Injury causing the Insured's death within 12 months of the Accidental Bodily Injury being sustained.

b. Additional Benefit under Death Cover Disappearance: We shall be liable to be pay under this benefit, if the Insured Member's full body cannot be located within a period of consecutive twelve (12) months, following a forced landing, stranding, sinking, or wrecking of a Common Carrier in which such Insured Member was known to have been travelling as a fare paying passenger or in any event arising as a result of Act of God Perils during the Policy Period, where it is reasonable to believe that such Insured Member has died as a result of an Accidental Injury.

c. Permanent Total Disability: In the event of Accidental Bodily Injury causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, We will pay 100% of the Sum Insured as stated in the table below.

| | Table of Benefits | Percentage of Sum Insured Payable |
|---|---|-----------------------------------|
| 1 | Loss of sight of both eyes | 100% |
| 2 | Loss of, by physical separation of two entire hands or two entire foot | 100% |
| 3 | Loss of one entire hand and one entire foot | 100% |
| 4 | Loss of sight of one eye and such of loss of one entire hand or one entire foot | 100% |
| 5 | Complete loss of hearing of both ears and complete loss of speech | 100% |
| 6 | Complete loss of hearing of both ears and loss of one limb/loss of sight of one eye | 100% |
| 7 | Complete loss of speech and loss of one limb/loss of sight of one eye | 100% |

l) In this Benefit: a) Limb means a hand at or above the wrist or a foot above the ankle; b) Loss of Limb means: i. the physical separation of a Limb above the wrist or ankle respectively, or ii. the total loss of functional use of a Limb for at least 365 days from the date of onset of such disability, where such cases would be accepted, basis of certification from Independent medical advisor from Govt hospital/ civil surgeon. c) Includes cover for paralysis, including paraplegia and quadriplegia with loss of functional use of Limbs. d) Once a claim has been accepted and paid under this Benefit, the cover under this Benefit shall immediately and automatically cease to be effective in respect of that Insured Person. Our maximum liability will be limited to the Sum Insured mentioned in the Policy Schedule within the basic sum insured of the Policy. Any payment made under this benefit shall be deducted from any Accidental Death and/or Permanent Partial Disability , if opted for under this Policy, which ultimately becomes payable under this Policy as a result of the Accident.

d. Permanent Partial Disability: In the event of Accidental Bodily Injury causing the total and irrecoverable loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot, We will pay Percentage of the Sum Insured stated in the below table

It is also hereby further expressly agreed and declared that upon payment of claim under the benefit, the Total Sum Insured shall stand reduced by the amount paid under the said claim.

| Permanent Partial Disability | |
|--|-----|
| Sight of One Eye | 50% |
| One hand or One foot | 50% |
| Loss of toes-all | 20% |
| Loss of Toes Great - both phalanges | 5% |
| Loss of Toes Great - one phalanges | 2% |
| Loss of Toes Other than great, if more than one toe lost, each | 1% |
| Loss of hearing-both ears | 50% |
| Loss of hearing –one ear | 15% |
| Loss of Speech | 50% |
| Loss of four fingers and thumb of one hand | 40% |
| Loss of four fingers | 35% |
| Loss of thumb-both phalanges | 25% |
| Loss of thumb – one phalanx | 10% |
| Loss of index finger-three phalanges | 10% |
| • Two Phalanges | 8% |
| • one Phalanx | 4% |

| | |
|---------------------------------------|----|
| Loss of middle finger-three phalanges | 6% |
| • Two Phalanges | 4% |
| • One phalanx | 2% |
| Loss of ring finger-three phalanges | 5% |
| • Two phalanges | 4% |
| • One Phalanx | 2% |
| Loss of Little finger-three phalanges | 4% |
| • Two phalanges | 3% |
| • One phalanges | 2% |
| Loss of Metacarpals First or second | 3% |
| • Third , fourth or fifth | 2% |

In this Benefit: a) Loss means: i) the physical separation of a body part, or ii) the total loss of functional use of a body part or organ, where such cases would be accepted, basis of certification from Independent medical practitioners from Govt hospital/ civil surgeon. b) If an Insured Person suffers a Loss not mentioned in the table above, then We will assess the degree of disablement with independent medical practitioners and determine the amount of payment to be made. c) If a Claim in respect of a whole member (any organ, organ system or a limb) also encompasses some or all of its parts, our liability to make payment will be limited to the member only and not any of its parts or constituents. d) Any claim made under this benefit will not terminate the Policy. e) If more than one Loss results from any one Accident, only one amount, the largest, will be paid. Our maximum liability will be limited to the Sum Insured mentioned in the Policy Schedule within the basic sum insured of the Policy. Any payment made under this benefit shall be deducted from any Accidental Death and/or Permanent Total Disability, if opted for under this Policy, which ultimately becomes payable under this Policy as a result of the Accident. In case of Floater policies claim would be paid on the basis of Sum Insured as mentioned in policy schedule if any of the member suffers a loss as per the covers opted.

E. EXCLUSIONS (applicable to all sections of the policy)

The Company shall not be liable to make any payments under this policy in respect of:

i. Standard Exclusions

i. Investigation & Evaluation (Code- Excl04)

- a) Expenses related to any admission primarily for diagnostics and evaluation purposes.
- b) Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment.
- ii. Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure (Code- Excl14)

ii. Specific Exclusions

(i) 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.

(ii) 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.

- (iii) Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of Insured Person 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) 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
- (v) Any loss arising out of the Insured Person's actual or attempted commission of or willful participation in an illegal act or any violation or attempted violation of the law.
- (vi) Defence Operation - We will not pay any claim under this Policy, whilst You are involved in naval, military, air force operation.
- (vii) Legal Liability - Any Legal Liability due to any errors or omission or representation or consequences of any action taken on the part of any Hospital or Medical Practitioner.
- (viii) Pre-Existing Condition- Any accidental bodily injury or disablement arising out of or contributed by or traceable to any disability existing on the date of issue of this Policy.
- (ix) Expenses incurred for treatment of accidental injuries which does not warrant hospitalization
- (x) Any expenses incurred on Domiciliary Hospitalization and OPD treatment

F. General Terms and Conditions

i. Standard General terms and Conditions

F(i) 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)

F(ii) 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 any payment for claim(s) arising under the policy.

F(iii) 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.

F(iv) Multiple policies (Applicable to covers which offer fixed benefits)

In case of multiple policies which provide fixed benefits, on the occurrence of the Insured event in accordance with the terms and conditions of the policies, the insurer shall make the claim payments independent of payments received under other similar policies.

F(v) 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. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

F(vi) Cancellation

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.

Refund Grid for Annual Policies and Short period policies:

| Percentage of Policy period | Refund of Premium (% of Annual Premium) |
|--------------------------------|---|
| Up to 10% of policy period | 75% |
| Up to 25% of policy period | 50% |
| Up to 50% of policy period | 25% |
| More than 50% of policy period | 0% |

• Refund Grid for Policies with Term longer than 1 year: -

| Loan period | 2 | 3 | 4 | 5+ |
|-----------------------|--|-----|-----|-----|
| Policy period | 2 | 3 | 4 | 5 |
| Year of cancellations | Refund of Premium (% of Total Premium) | | | |
| 1 | 25% | 45% | 57% | 65% |
| 2 | Nil | 11% | 26% | 37% |
| 3 | - | Nil | 6% | 17% |
| 4 | - | - | Nil | 4% |
| 5 | - | - | - | 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.

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.

F(vii) Nomination:

The insured person 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.

F(viii) Renewal of the 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. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iii. 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.
- iv. No loading shall apply on renewals based on individual claims experience.

F (xix). Possibility of revision of the premium rates:

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

F(x). Premium Payment in Instalments

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in the policy Schedule, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the policy)

- v. Grace Period of 15 days would be given to pay the instalment premium due for the policy.
- vi. 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.
- 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.

F(xiii.) Grievance Mechanism

In case of any grievance the insured person may contact the company through

- Website: www.edelweissinsurance.com, Link:<https://www.edelweissinsurance.com/documents/20143/1081704/Service+Parameters+and+Grievance+Mechanism+15-04-21.pdf/114fd592-ad87-457a-d8c6-2e6cc6b9fd91?t=1618577820419>
- Toll free: 1800120216216 / 180012000
- E-mail: grievance@edelweissinsurance.com
- Courier: 5th Floor, Tower 3, Kohinoor City Mall, Kohinoor City, Kiro Road, Kurla (West), Mumbai 400 070:

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 1800120216216 and grievance@edelweissinsurance.com.

For updated details of grievance officer, kindly refer the link.....

<https://www.edelweissinsurance.com/documents/20143/1081704/Service+Parameters+and+Grievance+Mechanism+15-04-21.pdf/114fd592-ad87-457a-d8c6-2e6cc6b9fd91?t=1618577820419>

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 2017.

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

In case of any Grievance of the Complainant sent in a written communication to the Company at any of the touch points as mentioned, shall be addressed within 14 days of the receipt of the complaint

- For easy and faster response, please feel free to contact us on
Call us at: 180012000 (Toll Free) or 02242312000 (Call charges applicable)
Email us at: support@edelweissinsurance.com
- Please feel free to contact our Grievance Cell on
Call us at: 1800120216216
Email: grievance@edelweissinsurance.com

Contact Details for Senior Citizens:

o Contact number: 02242312001

o Email ID: senior.citizen@edelweissinsurance.com

Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kiro Road, Kurla West, Mumbai 400070

• The Grievance Redressal Officer

Email: grievanceofficer@edelweissinsurance.com

Call us at: 022 4931 4422

Address: Edelweiss General Insurance Company Limited, Kohinoor City Mall, Tower 3, Kiro Road, Kurla West, Mumbai 400070

If you are not satisfied with the response or do not receive a response from the Company, within 14 days of your complaint, you may approach the Grievance Cell of the Insurance Regulatory and Development Authority of India ('IRDAI') on the following contact details:

IRDAI Grievance Call Centre (IGCC) TOLL FREE NO: 155255

Email ID: complaints@irda.gov.in

Register online at: <http://www.igms.irda.gov.in/>

Address for communication for complaints by fax/paper:

Consumer Affairs Department

Insurance Regulatory and Development Authority of India

Sy. No. 115/1, Financial District, Nanakramguda, Gachibowli, Hyderabad – 500032

In case you are not satisfied with the response provided by the company or no response is received, you may approach the Insurance Ombudsman in your region for the resolution post 30 days from the date of registration of the complaint.

Details of the Insurance Ombudsman Offices are available on the link http://www.policyholder.gov.in/Addresses_of_Ombudsmen.aspx

The Complainant may approach the Office of the Insurance Ombudsman established by the Central Government of India as per Rule 13 and Rule 14 of the Insurance Ombudsman Rules, 2017 ('Ombudsman Rules').

The following complaints can be lodged with the Insurance Ombudsman:

1. Any partial or total repudiation of claims by an insurer;
2. Any dispute in regard to premium paid or payable in terms of the policy;
3. Any dispute on the legal construction of the policies in so far as such disputes relate to claims;
4. Delay in settlement of claims;
5. Non-issue of any insurance document to customers after receipt of premium.

Manner in which complaint is to be made Rule 14 of the Ombudsman Rules:-

1. Any person who has a grievance against the Company, may himself or through his legal heirs make a complaint in writing to the Ombudsman within whose jurisdiction the branch or office of the Company complained against is located.
2. The complaint shall be in writing duly signed by the complainant or through his legal heirs and shall state clearly the name and address of the complainant, the name of the branch or office of the insurer against which the complaint is made, the fact giving rise to the complaint.
3. No complaint to the Ombudsman shall lie unless:
 - the complainant had before making a complaint to the Ombudsman, made a written representation to the Company/insurer named in the complaint and either insurer had rejected the complaint or the complainant had not received any reply within a period of one month after the insurer concerned received his representation or the complainant is not satisfied with the reply given to him by the insurer;
 - the complaint is made not later than one year after the insurer had rejected the representation or sent his final reply on the representation of the complainant; and
 - the complaint is not on the same subject matter for which any proceedings before any court or Consumer Forum or arbitrator is pending or was so earlier.

Insurance Ombudsman –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.



Ombudsman and Addresses

Mentioned below are contact details of Ombudsman:

| Office Details | Jurisdiction of Office Union Territory, District |
|--|--|
| AHMEDABAD 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 | Gujarat, Dadra & Nagar Haveli, Daman and Diu |
| BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in | Karnataka |
| BHOPAL 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 | Madhya Pradesh, Chattisgarh |
| BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar-751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in | Orissa |
| 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 | Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of Jammu & Kashmir, Ladakh & Chandigarh. |
| CHENNAI 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 | Tamil Nadu, Tamil Nadu PuducherryTown and Karaikal (which are part of Puducherry). |
| DELHI 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 | Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh. |
| GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in | Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura. |
| HYDERABAD 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 | Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry. |



| Office Details | Jurisdiction of Office Union Territory, District |
|---|--|
| <p>JAIPUR 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</p> | Rajasthan |
| <p>ERNAKULAM 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@cioins.co.in</p> | Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry. |
| <p>KOLKATA 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</p> | West Bengal, Sikkim, Andaman & Nicobar Islands. |
| <p>LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Naval Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in</p> | 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. |
| <p>MUMBAI 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@cioins.co.in</p> | Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane. |
| <p>NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in</p> | 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. |
| <p>PATNA Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in</p> | Bihar, Jharkhand. |
| <p>PUNE 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> | Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region. |

ii. Specific Terms and Clauses

F(i) Policy Disputes:

Any dispute concerning the interpretation of the terms, 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.

F(ii) Arbitration:

i. 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).

ii. 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.

iii. 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.

F(iii). Material Change

The Insured Person shall immediately notify the Company in writing of any change in his business or occupation or physical defect or infirmity with which he has become affected since the payment of last preceding premium.

F(iv). Automatic Termination of Insurance

This policy shall automatically terminate upon the Insured Person's death or payment of 100% Sum Insured. However, the cover shall continue for the remaining Insured Persons till the end of Policy Period. The other insured persons may also apply to renew the policy. In case, the other insured person is minor, the policy shall be renewed only through any one of his/her natural guardian or guardian appointed by court. All relevant particulars in respect of such person (including his/her relationship with the insured person) must be submitted to the company along with the application.

F(v). Notice & Communication

iv. Any notice, direction, instruction or any other communication related to the Policy should be made in writing.

v. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule.

vi. The Company shall communicate to the Insured at the address or through any other electronic mode mentioned in the schedule.

F(vi) Territorial Limit

The coverage is worldwide

G. Other Terms and Conditions

1) Claim Related Information

For any claim related query, intimation of claim and submission of claim related documents, insured person may contact the company /TPA through:

i. Website : www.edelweissinsurance.com

ii. Toll Free : 1800 12000

iii. E-mail: support@edelweissinsurance.com

iv. Courier :

Edelweiss General Insurance Company Limited, Health Claims Desk, Kohinoor City, Tower-3, 5th Floor, Wing- B, Kirod road, Kurla East, Mumbai-400070

2) Claim Related Procedure

(i) Notification of claim:

- i. Intimation about an event or occurrence that may give rise to a claim under this policy must be given within 30 days of its happening.
- ii. Claims for insurance benefits must be submitted to the Company not later than one (1) month after the completion of the treatment or after transportation of the mortal remains/ burial in the event of Death.
- iii. If any treatment for which a claim may be made is to be taken and that treatment requires Hospitalisation in an Emergency, the company shall be informed within 24 hours of the admission of the insured person in Hospital.

Note: The Company will examine and relax the time limit mentioned herein above depending upon the merits of the case.

(ii) Documents to be submitted:

- a. Basic documents required for All claims
 - i. Duly completed claim form
 - ii. Photo Identity Proof of the insured person / nominee
 - iii. Discharge summary along with complete set of treatment papers wherever applicable
 - iv. NEFT details i.e. cancelled copy of cheque.
 - v. Copy of FIR/ Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station
 - vi. Copy of Medico Legal Certificate (wherever it is required as per the circumstance of the Accident) duly attested by the concerned Hospital
 - vii. Any other relevant document required by the Company for assessment of the claim

- b. Documents required in case of Death covered under section
 - i. Death certificate;
 - ii. Post Mortem Report (if conducted);
 - iii. Identity proof of Nominee or Original Succession Certificate/Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased.
 - iv. Discharge summary along with complete set of treatment papers wherever applicable
 - v. NEFT details i.e. cancelled copy of cheque
 - vi. Any other relevant document required by the Company for assessment of the claim

- c. Documents required in case of Permanent Total Disablement (PTD) / Permanent Partial Disablement (PPD), covered under Sections 4.1(b) and 4.1(c)
 - i. Duly completed claim form
 - ii. Photo Identity Proof of the insured person / nominee
 - iii. Discharge summary along with complete set of treatment papers wherever applicable
 - iv. NEFT details i.e. cancelled copy of cheque.
 - v. Copy of FIR/ Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station
 - vi. Copy of Medico Legal Certificate (wherever it is required as per the circumstance of the Accident) duly attested by the concerned Hospital
 - vii. Any other relevant document required by the Company for assessment of the claim

3. Claim Settlement

- iii. 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.
 - iv. In case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
 - v. 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.
 - vi. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder 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 the Reserve Bank of India (RBI) at the beginning of the Financial Year in which claim has fallen due)

4. Payment of Claim

All claims under the policy shall be payable in Indian currency only

H. Eligibility

| | |
|-----------------------|---|
| Name | Edelweiss Group Janata Personal Accident Policy |
| Product Type | Individual |
| Category of Cover | Accident |
| Sum insured | On Individual basis – SI shall apply to each individual member |
| Relationships Covered | Self, Spouse, Dependent Children , Parents, Parents-in-law, Siblings |
| Minimum Age | 5 Years |
| Maximum Age | 80 Years |
| Policy Period | 1 year. Can be extended up to five years for subject to maximum loan period. Short period policy (i.e. less than one year) can also be issued for specified events. |
| Cover Ceasing Age | No |
| Base covers | i. Death ii. Additional Benefit under Death Cover Disappearance iii. Permanent total disablement iv. Permanent partial disablement |

I. Discounts

Group Discount

| No of Persons Insured Under the Group Policy | Group Discounts % Upto |
|--|------------------------|
| Up to 25 Persons | 0% |
| 26 Persons -1000 Persons | 1% to 30% |
| 1001 Persons – 5000 Persons | 31% to 40% |
| Above 5000 Persons | 41% to 50% |

Single Payment Discount

Applicable for Policies more than 1 Year:

2 Year Policy Term : 2.5%

3 Year Policy Term : 5%

4 Year Policy Term : 7.5%

5 Year Policy Term : 10%

| Sr. No. | Discount Type | Discount Percentage |
|---------|---|---------------------|
| 1 | Online Discount- A discount of 15% on total premium will be given Applicable only if taken from Edelweiss website | |
| 2 | Family discount- A discount of 5% on total premium will be given if two or more family members are covered under the same policy under the individual policy option. | |
| 3 | Edelweiss group employee discount- A 5% discount on the premium if he/she is an employee of Edelweiss Group. | |
| 4 | Renewal Discount- A discount of 5% will be given on each continuous renewal of policy irrespective of whether insured has made claim in past | |

| Sr. No. | Discount Type | Discount Percentage |
|---------|--|---------------------|
| 5 | Loyalty discount- A discount of 5% will be given to insured who is having any active policy with Edelweiss General Insurance Company | |
| 6 | <p>Edelweiss Customer discount- A discount of 5% will be given to insured who is having an active product of any Edelweiss Group entity.</p> <p>A discount of 5% shall be given to any proposer who has a valid and existing Unique Customer Identification Number as issued by the Edelweiss Group. Edelweiss Customer discount shall only be given to the proposer when (a) the person is verified customer of the Edelweiss Group as defined on the date when the proposal is made and (b) it is sold through direct sales mode only and not through the intermediaries</p> <p>Note: The maximum discount per policy from 3 to 6 will be capped at 10%.</p> | |

Edelweiss General Insurance Company Limited, Corporate Office: 5th Floor, Tower 3, Kohinoor City Mall, Kohinoor City, Kirod Road, Kurla (West), Mumbai- 400 070, Registered Office: Edelweiss House, Off CST Road, Kalina, Mumbai-400 098, IRDAI Regn. No.: 159, CIN: U66000MH2016PLC273758, Reach us on: 1800 12000 (Toll-Free), 022 42312000 (Call charges applicable) Email: support@edelweissinsurance.com, Website: www.edelweissinsurance.com, Issuing/Corporate Office: +91 22 4272 2200, Grievance Redressal Officer: +91 22 4931 4422, Dedicated Toll-Free Number for Grievance: 1800 120 216216. Trade logo displayed above belongs to Edelweiss Financial Services Limited and is used by Edelweiss General Insurance Company Limited under license.