



**JANATA PERSONAL ACCIDENT INSURANCE POLICY (GROUP)**

**IRDA/NL-HLT/NIA/P-P/V.I/56/14-15**

Whereas the Insured named in the schedule hereto (here in after called – “THE INSURED”) has applied to the New India Assurance Company Limited (here in after called “THE COMPANY”) for the insurance here in after set forth in respect of the personal as per schedule attached hereto (here in after called the insured person/s) and has paid to the Company the premium here in stated for the Insurance of the risks here in after specified, occurring during the period stated in the schedule.

**Now the policy witnesseth** that subject to the Terms, Provisions, Exclusions, Definitions and conditions herein expressed or contained or hereon endorsed the Company will indemnify the insured as hereinafter mentioned.

If the Insured shall sustain any Bodily Injury resulting solely and directly from Accident caused by outward, violent and visible means, then the Company shall pay to the Insured the sum or sums hereinafter set forth that is to say:

- a. If such injury shall within one Calendar Year of its occurrence be the sole and direct cause of the death of the Insured person, the Capital Sum Insured in the Schedule hereto.
- b. If such injury shall within one Calendar Year of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of both eyes, or total and irrecoverable loss of use of hands or two feet or one hand and one foot, or for such loss of sight one eye and such loss of use of one hand, one foot, the Capital Sum Insured in the schedule hereto.
- c. If such injury shall within one Calendar Year of its occurrence a be the sole and direct cause of the total and irrecoverable loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot, fifty percent (50%) of the capital sum insured in the schedule hereto.
- d. If such injury shall as a direct consequence thereof immediately, permanently, totally, and absolutely disable the/an insured person from engaging in being occupied with or giving attention to paid employment or occupation of any description of whatsoever, the capital sum insured stated in the schedule hereto.

**Disclaimer Clause:** It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject of a suit in a court of law then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable hereunder.



## **DEFINITIONS:**

1. **An accident** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Capital Sum Insured or CSI** means the maximum amount of Accident Benefit to which an Insured/Insured Person is eligible, as specified in the Schedule.
3. **Condition Precedent** shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
4. **Commencement Date/Inception Date** means the commencement date of this Policy as specified in the Schedule.
5. **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.
6. **A Medical practitioner** is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license, provided that this person is not the Insured/Insured Person or a member of his/her family.
7. **Surgery or Surgical Procedure** means manual and/or operative procedure(s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital/Nursing Home or Day Care Centre by a *Medical Practitioner*.
8. **Proposer** means the person authorized by the group to propose for insurance on behalf of the members of the group.
9. **Insured** means the Group Owner named in the Schedule who has finalized the terms on behalf of the Insured Persons and in whose name the Policy is issued.
10. **Insured Person** means the person named in the Schedule to this Policy, having a place of residence in India and who is/are covered under this Policy, for whom the insurance is proposed and the appropriate premium paid.
11. **Disease** means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Medical Practitioner to that effect.
12. **Disclosure to information norm:** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
13. **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. Coverage is not available for the period for which no premium is received.
14. **Policy Period:** means the period between the inception date and the expiry date of the Policy as specified in the Schedule to this Policy or the date of cancellation of this



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Policy, whichever is earlier.

15. **Policy** includes the Proposal Form and any declarations made along with the Schedule and any Endorsement.
16. **Permanent Total Disablement or PTD:** means bodily injury, which permanently totally and absolutely prevents Insured/Insured Person from engaging in any kind of occupation whatsoever.
17. **Schedule** means the Schedule attached to and forming part of this Policy mentioning your details, the Sum Insured, the Period and the limits to which benefits under the Policy are subject to, including any annexure and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.
18. **Table or Table of Benefits** means the Table of Benefits specified under the Accident Benefit section of this Policy.
19. **Notification Of Claim:** Notification of claim is the process of notifying a claim to the insurer as well as the address/telephone number to which it should be notified.
20. **Renewal** defines the terms on which the contract of Insurance can be renewed on mutual consent with a provision of Grace Period for treating the renewal continuous.
21. **Cancellation:** Cancellation defines the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.

**Policy Period:**

The Policy in respect of Group Janata Personal Accident Insurance should be issued for a maximum period of One Year. After payment of claim amount of 100% Sum Insured, the policy would get terminated with immediate effect.

**Group Discount:**

The applicable group discount is as under:

Number of Persons	Discounts%
101 to 1,000	5
1,001 to 10,000	7.5
10,001 to 50,000	10
50,001 to 1,00,000	12.5
1,00,001 to 2,00,000	15
2,00,001 to 5,00,000	20
5,00,001 to 10,00,000	25
Above 10,00,000	30

Group insurance policy should be issued only in respect of the named Groups as defined by IRDA. For the purpose of availing of Group Discount and other benefits the proposed "Group" should fall clearly under any one of the following categories:

- Employer-employee relationship including dependents of the employee.



- Pre identified segments/groups where the premium is to be paid by the State/Central Governments.
- Members of a registered co-operative society.
- Members of Registered Service Clubs.
- Holders of credit cards of Banks/Diners/Master/Visa.
- Holders of Deposit Certificates issued by Banks/NBFC's.
- Shareholders of Banks/Public Limited Companies.
- In case of proposals relating to any further category different from the seven notified categories, they may be decided upon Technical Dept., Head Office.
- No Group Discount can be offered on the 'anticipated' group size. Group Discount is to be considered and worked out only on the actual number of members registered in the 'Group' at the time of taking out the policy.
- Under no circumstances claims under such policies can be paid to anyone other than the individual insured.

Wherever group policies for higher Sum Insured are needed, the same shall be covered under Personal accident policy.

### CONDITIONS

1. Upon the happening of any event which may give rise to a claim under this Policy, the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the Insured should, within one calendar month after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claims. The Company shall settle claims, including its rejection, within 30 days of the receipt of the last 'necessary' document.
2. Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the person of the Insured on the occasion of any alleged injury or disablement when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to make a post-mortem examination of the body of the Insured, and such evidence as the Company may from time to time require (Including a post-mortem examination, if necessary), shall be furnished within the space of fourteen days after demand in writing, and in the event of a claim in respect of loss of sight, the Insured shall undergo at the Company' expenses such operation or treatment as the Company may reasonably deem desirable.
3. **Penal Interest:** No sum payable under this policy shall carry interest. In case of any extra ordinary delay on the part of insurer, such claims shall be paid by the insurer as specified in IRDA(Protection of Policyholders' Interest) Regulations 2002 dated 26/04/2002.
4. The Company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device, whether by the insured person or any person on behalf of the



insured person.

5. **Termination Clause** :The Company may at any time, cancel this Policy, on grounds of Mis-representation, Fraud, Non-disclosure of Material Facts as sought to be declared on the proposal form or non-co-operation of the Insured, by giving 15 days notice in writing by Registered Post. Notice to the Insured/Insured Person will be sent at his/her last known address. The Company shall not be liable to repay the premium for the unexpired term.

The Insured/Insured Person may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales:

Period on Risk	Rate of Premium to be charged
Upto One-Month	1/4 <sup>th</sup> of the annual rate
Upto Three Months	1/2 of the annual rate
Upto Six Months	3/4 <sup>th</sup> of the annual rate
Exceeding Six Months	Full Annual rate

However in case of claim payment of 100% Capital Sum Insured, the policy would get automatically terminated with effect from the date of the claim and there would be no refund of premium.

6. **Arbitration:**

If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the provision of the Indian Arbitration & Conciliation Act, 1996, as amended from time to time and for the time being in force, it is clearly agreed and understood.

7. **Renewal Clause :**

The Company sends Renewal Notice as a matter of courtesy. If the insured does not receive the renewal notice, it will not amount to any deficiency of service.

The Company shall not be responsible or liable for non-renewal of the policy due to non receipt/delayed receipt of Renewal Notice or due to any other reason whatsoever.

Decision to accept or reject the coverage of any person at renewal of the insurance shall rest solely with the Company. The Company may at its discretion, revise the premium rates and/or the terms and conditions of the policy every year upon renewal thereof. The renewal of this policy is not automatic. Premium due must be paid to the Company before the due date.

8. **Assignment:**

No assignment of Policies shall be allowed irrespective of whether the coverage provided under such policies are indemnity based or benefit based.



**Withdrawal of Product:** There is no possibility for withdrawal of Product. If withdrawn, similar product shall be provided to the insured.

**GENERAL EXCLUSIONS:**

Provided always that the Company shall not be liable under this policy for

1. Compensation under more than the foregoing sub-clauses a., b., c. & d. in respect of the same injury or disablement of the/an Insured Person.
2. Any payment in excess of sum insured under the policy during any one period of insurance for any one Insured Person.
3. Payment of compensation in respect of Injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this policy.
4. Payment of compensation in respect of death, disablement of the Insured from (a) intentional self injury, suicide or attempted suicide (b) whilst under the influence of intoxicating liquor or drug (c) Directly or indirectly caused by insanity, (d) Arising or resulting from the insured committing any breach of the law with criminal intent.
5. Payment of Compensation in respect of Death, Disablement of the Insured Person, due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all kings, princes and people of whatsoever nation, condition or quality.
6. Payment of Compensation in respect of Death of/or Disablement of the Insured Person directly or indirectly caused by or contributed to by or arising from or traceable to ionizing radiations or contamination by radioactivity from any source whatsoever or from nuclear weapons material.

**CLAIMS PROCEDURE:**

1. Immediate notice to be given to the Policy issuing office.
2. Claim Form to be submitted with medical certificate and bills.
3. For death Claim Nominees should submit:
  - a) Death Certificate
  - b) Original Policy
  - c) Claim Form
  - d) Postmortem Report
  - e) Police Report, if complaint is lodged.
4. Claims of person presumed to be dead due to drowning, may be settled after two years of the submission of the following documents:
  - a) Police report and final investigation report.



- b) Report of findings by Customs/Port Authorities.
  - c) Affidavit duly notarized.
5. Subject to above, claims of persons of fishing vessels which is missing or a total loss will be presumed dead and claim settled accordingly.

Provided also that the due observation and fulfillment of the terms and conditions of this policy (which conditions and endorsements hereon are to be read as part of this policy) shall so far as they relate to anything to be done or not to be done by the insured person specified in the Schedule here to be a condition precedent to any liability of the Company under this policy.

The Company shall within a period of 30 days on receipt of final completed set of documents/investigation reports(if applicable) offer settlement of the claim. In the event that the Company decides to reject a claim made under this policy, the Company shall do so within a period of 30 days of the receipt of the final completed set of documents/investigation reports(if applicable), in accordance with the provisions of Protection of Policyholders' Interest Regulations 2002.

Company shall pay interest in cases of delay in settlement of claims, as per Reg.9(6) of IRDA (Protection of Policy Holder's Interests) Regulations 2002.

**Grievance Redressal Procedure:**

In the event of the policyholder having any grievance relating to the insurance, he/she may contact Grievance Cells at Policy issuing Office, Regional Office, and Head Office of the Company.

In case the insured/Insured Person is not satisfied with the decision/resolution, insured/insured person may be entitled to approach office of the Office of the Insurance Ombudsman under the jurisdiction of which the Policy Issuing Office fall.

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

**IRDA REGULATIONS:**

This policy is subject to Regulations of IRDA (Protection of Policyholders' Interest) Regulations, 2002 as amended from time to time.

**PROHIBITION OF REBATES**

The following is a copy of section 41 of the insurance Act. 1938.

1. No person shall allow, or offer to allow. either directly or indirectly as an inducement to any person to take out or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebates of premium shown on the policy, nor shall any person talking out or renewing or continuing a policy accept any rebate, except such rebate. as may be allowed in accordance with the published prospectus or table of the insurer provided that acceptance by an insurance agent of commission in connection with a policy of Life insurance taken out by himself on his own life shall not be demand



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to be acceptance of a rebate of premium within the meaning of the sub-section if at the time of such acceptance the insurance Agent satisfies the prescribed conditions establishing that he is bonafide Insurance Agent employed by the Insurer.

2. Any person making default in compiling with the provision of this section shall be punishable with fine which may extend to five hundred rupees.

**For THE NEW INDIA ASSURANCE COMPANY LIMITED**

**DULY CONSTITUTED ATTORNEY(S)**