



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

Regd. Office: IFFCO Sadan, C-1, Distt. Centre, Saket, New Delhi-110017

ADDRESS OF
POLICY ISSUING
OFFICE

ITGI/JPA/03

Janata Personal Accident Policy - Policy wording

WHEREAS the Insured named in the Schedule has made or caused to be made to Iffco Tokio General Insurance Co. Ltd. (hereinafter called "the Company") a written proposal warranting the truth of the statement contained therein, which is the basis of this contract and is deemed to be incorporated herein and has paid to the Company the premium hereon stated for the insurance of the risks hereinafter specified occurring during the period of insurance stated in the Schedule.

DEFINITION OF WORDS:

1. **Proposal**
It means any signed proposal by filling up the questionnaires and declarations written statements and any information in addition thereto supplied to us by you.
2. **Policy**
It means the policy booklet, the Schedule and any applicable endorsement or memoranda. The policy contains details of the extent of cover available to insured person (s), what is excluded from the cover and the conditions on which the policy is issued.
3. **Schedule**
It means latest Schedule issued by us as part of the policy. It provides details of the insured person(s), which are in force and the level of cover Insured Person(s) have.
4. **Capital Sum Insured**
It means the monetary amount shown against Insured Person.
5. **We/Our/Us**
It means **IFFCO-TOKIO GENERAL INSURANCE COMPANY LIMITED.**
6. **You/Your**
It means the person(s) named as Insured in the Schedule.
7. **Insured Person**
It means the person(s) named as Insured person(s) in the Schedule lodged with us by you.



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8. **Period of Insurance**
It means the duration of this policy as shown in the Schedule.
9. **Injury**
It 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. **Accident**
It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
11. **Loss Of Limbs**
It shall mean physical separation of one or both hands or feet or permanent and total loss of use of one or both hands or feet.
12. **Permanent Total Disablement**
The bodily injury, which as its direct consequence immediately and/or in foreseeable future, will permanently, totally and absolutely prevent Insured Person from engaging in any kind of occupation.
13. **Medical Practitioner**
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.
14. **Reasonable and Customary Charges**
It 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 injury involved.
15. **Notification of Claim**
It means the process of notifying a claim to us or to TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
16. **Disclosure to information norm**
This means the Policy shall be void and all premium paid hereon shall be forfeited to us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
17. **Renewal**
It means the terms on which the contract of insurance can be renewed on mutual consent.



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NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon, 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 external, violent and visible means, then the Company shall pay to the Insured the sum hereinafter:

- (a) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the death of the Insured, the Capital Sum Insured stated in the Schedule. The amount payable under this clause shall be paid to the Assignee shown in the Schedule.
- (b) If such injury shall within six calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of both eyes or total and irrecoverable loss of use of two hands or two feet, or of one hand and one foot, the Capital Sum Insured stated in the Schedule hereto.
- (c) If such injury shall within six calendar months of its occurrence 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 one hand or one foot, fifty per cent (50%) of the Capital Sum Insured stated in the Schedule.
- (d) If such injury shall within six calendar months of its occurrence be the sole and direct cause of permanently totally and absolutely disabling the Insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, the Capital Sum Insured stated in the Schedule.

SPECIAL EXCEPTIONS

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

- (1) Compensation under more than one of the Sub-clauses (a),(b),(c) or (d) stated above in respect of the same injury or disablement
- (2) Payment of compensation in respect of death, 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.
- (3) Payment of compensation in respect of death, injury or disablement of the Insured from (a) Intentional self injury, suicide or attempted suicide. (b) Whilst under the influence of intoxicating liquor or drug. (c) Whilst racing on wheels, hunting, big game shooting, mountaineering or whilst engaging in winter sports, skiing and ice hockey. (d) Directly or indirectly caused by insanity. (e) Arising or resulting from the Insured committing any breach of law with criminal Intent. (f) Pregnancy or childbirth. (g) Venereal disease or insanity. (h) Contracting any illness directly or indirectly arising from or attributable to HIV and/or any HIV related illness including AIDS and / or /any mutant derivative or variation of HIV or AIDS.



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- (4) Payment of compensation in respect of death, injury or disablement of the Insured 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, insurrection, mutiny, military or usurped power seizure, capture, arrests and restraints.
- (5) Payment of compensation in respect of death of or bodily injury to the Insured directly or indirectly caused by or contributed to by or arising from or traceable to ionising radiation or contamination by radioactivity from any source whatsoever or from nuclear weapons material

CONDITIONS

Provided also that the due observance and fulfillment of the terms and conditions of this Policy detailed below (which are to be read as part of this Policy) shall so far as they relate to anything to be done or not done by the Insured be a condition precedent to any liability of the Company under this Policy.

1. **Changes in Circumstances:** you must inform us, as soon as reasonably possible of any change in information you have provided to us about Insured person(s) which may affect the Insurance cover provided e.g. duty, business, occupation and obtain from us an endorsement to this effect.
2. **Claim Procedure and Requirements:** An event, which might become a claim under the policy, must be reported to us as soon as possible. In case of death, written notice also of death must, unless reasonable cause is shown, be given before interment/ cremation and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limbs, written notice thereof must also be given within one calendar month after such loss of sight or amputation. A written statement of the claim will be required and a claim form will be provided.
You or Your personal representative must give immediate written notice but within 14(fourteen) days of occurrence of injury, disease.
All certificates, information and evidence from a Medical Attendant or otherwise required by us shall be furnished by you, your personal representative/assignee in the manner and form as we may prescribe. In such claims your legal representative, Nominee, beneficiary will allow OUR representative to carry out examination and ascertain details if and when we may reasonably require and in the event of death get the post-mortem examination done in respect of body of Insured Person(s). In the event of claim in respect of loss of sight and loss of speech, the Insured person(s) shall undergo at your expenses such operations or treatment as we may reasonably deem desirable.
3. **Fraud:** If a claim is fraudulent in any respect or supported by any fraudulent statement or device with or without your knowledge, all benefit(s) under this Policy shall be forfeited.



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4. **Renewal:** Renewal shall not be refused unless justified on grounds of fraud, moral hazard or misrepresentation or non-cooperation by the insured, provided, however, that you apply for renewal and remit the requisite premium before the expiry of this policy.
5. **Cancellation:**
 - a) We may cancel the policy on grounds of fraud, moral hazard or misrepresentation or non-cooperation by you by sending 30(thirty) days notice by registered post to your last known address. You will then be entitled to, except in case of fraud or illegality on your part, a pro-rata refund of premium for unexpired period of this policy in respect of such insured person(s) in respect for whom no claim has arisen.
 - b) You may cancel the policy by sending written notice to us under registered post. We will then allow a refund on following scale, except for those insured person(s) for whom claim has been preferred on us under the current policy:

Period of cover up to	Refund of annual premium rate (%)
1(one) month	75% (seventy five percent)
3(three) months	50% (fifty percent)
6(six) months	25% (twenty five percent)
Exceeding six months	Nil

6. **Notice of Charge :** We will not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealings with or relating to this policy. Your receipt or receipt of insured person shall in all cases be an effective discharge to us.
7. **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of the sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 (thirty) 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 two such arbitrators and arbitration shall be conducted under and in accordance with the provisions of the arbitration and conciliation act, 1996. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if we have disputed or not accepted liability under or in respect of this policy. It is understood, however, that the insured shall have the right at all times during currency of the policy to communicate only, with the leading or issuing office in all matters pertaining to this insurance.
8. **Disclaimer Clause:** If we shall disclaim our liability in any claim and such claim shall not have been made subject matter of suit in a court of law within 12(twelve) months from date of disclaimer, then the claim shall for all purpose be deemed to have been abandoned and shall not thereafter be recoverable under this policy.



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9. No sum payable under this policy shall carry any interest/ penalty.
10. The geographical scope of this policy will be worldwide, however the claims shall be settled in India in Indian rupees. The provisions of this policy shall be governed by the laws of India for the time being in force. The parties hereto unconditionally submit to the jurisdiction of the courts in India.
11. **Grievance or Complaint:** You may register a grievance or complaint by visiting our website www.itgi.co.in you may also contact the branches from where you have bought the policy or grievance officer who can be reached at our corporate office.
12. **Reasonable Precaution and Care of Property:** You/Insured Person shall take all reasonable precautions to prevent injury or damage in order to minimize claims.
13. **Notice:** You will give every notice and communication in writing to OUR office through which this insurance is affected.
14. **Mis-description:** The Policy shall be void and all premium paid by you to us be forfeited in the event of misrepresentation or concealment of any material information.
15. **Disclosure to information norm:** This means the Policy shall be void and all premium paid hereon shall be forfeited to us, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
16. **Withdrawal & Alteration of Policy Conditions:** The policy terms and conditions may undergo alteration as per the IRDA Regulation. However the same shall be duly notified to you at least three months prior to the date when such alteration or revision comes into effect by registered post at your last declared correspondence address. The timeliness for revision in terms and rates shall be as per the IRDA Regulation.
A product may be withdrawn with the prior approval of the Authority and information of withdrawal shall be given to you in advance as per the IRDA guidelines with details of options provided by us. If we do not receive your response on the intimation of withdrawal, the existing product shall be withdrawn on the renewal date and you shall have to take a new policy available with us, subject to terms & conditions.
17. **Sum Insured Enhancement:** In case of increase in Capital Sum Insured more than 10% (ten percent) of last year capital Sum Insured at the time of renewal, subject to underwriter's discretion.
18. **Payment of premium:** The premium payable shall be paid in advance before commencement of risk. No receipt for premium shall be valid except on our official form signed by our duly authorized official. In similar way, no waiver of any terms, provision, conditions and endorsements of this policy shall be valid unless made in writing and signed by our authorized official.



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19. **Protection of Policy Holder's Interest:** in the event of a claim, if the same is found admissible under the policy, we shall make an offer of settlement or convey the rejection of the claim within 30(thirty) days of receipt of all relevant documents and investigation/assessment report (if required). In case the claim is admitted, the claim proceeds shall be paid within 7(seven) days of your acceptance of our offer. In case of delay in payment, we shall be liable to pay interest at a rate which is 2.0% (two percent) above the bank rate prevalent at the beginning of financial year in which the claim is received by us.
20. **Free Lookup Period:** You will be allowed a period of at least 15 (fifteen) days from the date of receipt of the policy to review the terms and conditions of the policy and to return the same if not acceptable stating the reasons therein for doing so.

If you have not made any claim during the free look period, then you shall be entitled to :

- I. A refund of the premium paid less any expenses incurred by us
- II. Where the risk has already commenced and the option of return of the policy is exercised by you, a deduction towards the proportionate risk premium for period on cover less any expenses incurred by us
- III. Where only a part of the risk has commenced, such proportionate risk premium commensurate with the risk covered during such period less any expenses incurred by us on medical examination of the insured persons and the stamp duty charges