

Janatha Personal Accident Insurance Policy (Individual)

Unique Identification No. : IRDA/NL-HLT/SHAI/P-P/V.I/137/13-14

WHEREAS the insured named in the schedule below has made or caused to be made to STAR HEALTH AND ALLIED INSURANCE COMPANY LIMITED (herein after called "the company") a written proposal as per the schedule hereto (warranting the truth of the statements contained therein) which is the basis of this contract and is deemed to be incorporated herein stated for insurance of the risks hereinafter specified occurring during the period stated in the schedule.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereof the company will indemnify the insured as hereinafter mentioned.

1. DEFINITION :

In this Policy, the following words and expressions shall have the following meanings, as set forth, unless the context otherwise requires:

Accident / Accidental – a sudden, unforeseen and involuntary event caused by external, visible and violent means.

Condition Precedent means the policy term or condition upon which the insurer's liability under the policy is conditional upon.

Capital sum insured: means the sum insured as specified in the Schedule to this Policy

Disclosure to information norms means the policy shall be void and all premium paid hereon shall forfeited to the Company, in the event of misrepresentation, mis description or non disclosure of any material fact

Grace Period means the specified period of time immediately following premium due date during which the payment can be made to renew or continue the policy in force without loss of continuity benefits such as waiting period and coverage of pre-existing diseases. Coverage is not available for the period for which no premium is received

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.

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 hereinafter set forth that is to say.

- a) If such injury shall with in Twelve calendar months of its occurrence to be sole and direct cause of the death of the insured the Capital Sum Insured stated in the schedule the amount payable under the clause shall be paid to the Nominee shown in the schedule.
- b) If such injury shall within Twelve 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 to one hand and one foot or for such loss of sight of one eye and one hand the Capital Sum Insured stated in the schedule hereto.
- c) If such injury shall within Twelve calendar months of its occurrence to be sole and direct cause of the total and irrecoverable loss of sight of one eye or total irrecoverable loss of use of a hand or a foot fifty percent of the Capital Sum Insured stated in the schedule hereto.
- d) If such injury shall as a direct consequence thereof immediately permanently totally and absolutely disable 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.

2. PROVISOS

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

1. Compensation under more than one of the sub-clause (a), (b), (c) or (d) in respect of same injury or disablement
2. Any payment in excess of sum insured under the policy during any one year of insurance.
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 injury or disablement of the insured from
 - a. (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 engaged in winter sports skiing & ice hockey (d) directly or indirectly caused by insanity (e) arising or resulting from the insured committing any breach of the law with criminal intent.

5. Payment of compensation in respect of death, injury or disablement of the insured from,
 - a. 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, arrest, restraints and detentions of all kings, princes and people of what nation, condition or quality whatsoever.
6. Nuclear, chemical and biological terrorism
7. Payment of compensation in respect of death or bodily injury to the insured directly or indirectly caused by or contributed to by or arising from or traceable to ionizing radiation or contamination by radioactivity from any source whatsoever, or from nuclear weapons material.
 - a. Provided also that the due observance and fulfillment of the terms and conditions of this policy which conditions and all 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 be a condition precedent to any liability of the company under this policy.

3. CONDITIONS :

1. Proof satisfactory to the company shall be furnished of all matters upon which a claim is based. Any medical officer or other agent of the and / or authorized by 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 required (including a post-mortem examination) shall be furnished within the span of fourteen days after demand in writing, provided that in the case of a claim by death or permanent total disablement all sums payable only on the delivery of this policy
2. No sum payable under this policy shall carry interest.
3. 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 or by any person behalf of the insured.
4. The company may at time by notice in writing cancel this policy. Provided that the company shall in that case return to the insured the last paid premium less a pro-rata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted addressed to the insured at the address last registered in the company books and shall be deemed to have been received by the insured at the time when the same would be delivered in the ordinary course of post.
5. **Renewal:** The policy will be renewed except on grounds of misrepresentation/fraud committed, non-disclosure of material facts as declared in the proposal form.

A grace period of 30 days from the date of expiry of the policy is available for renewal. If renewal is made within this 30 days period the continuity of benefits will be allowed. However the actual period of cover will start only from the date of payment of premium. In other words no protection is available between the policy expiry date and the date of payment of premium for renewal.

Every renewal premium (which shall be paid and accepted in respect of this policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the Company under the insurer. However in respect Permanent Partial Disability claims the Company would exclude such disability on renewal in respect of such relevant person. Where a claim for Permanent Total Disability has been paid the renewal will be restricted to Death only cover.

In the event of this policy being withdrawn / modified with revised terms and/or premium with the prior approval of the Competent Authority, the insured will be intimated three months in advance and accommodated in any other equivalent health insurance policy offered by the Company, if requested for by the Insured Person, at the relevant point of time.

6. **Free Look Period:** A free look period of 15 days from the date of receipt of the policy is available to the insured to review the terms and conditions of the policy. In case the insured is not satisfied with the terms and conditions, the insured may seek cancellation of the policy and in such an event the Company shall allow refund of premium paid after adjusting the cost of pre-medical screening, stamp duty charges and proportionate risk premium for the period concerned provided no claim has been made until such cancellation.

Free look cancellation is not applicable at the time of renewal of the policy

7. 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 to the dispute/difference, 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. 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 hereinbefore 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.

It is also 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 three years from the date of such disclaimer have been made the subject matter of a suit in a Court of Law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

8. **Important Note:** The attention of the policy holder is drawn to our website www.starhealth.in for Antifraud policy of the company for necessary compliance by all stake holders
9. **Policy Dispute:** Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein I understood and agreed to by both the Insured and the Company to be subject to Indian Law.
10. **Notice:** Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile/email to Star Health and Allied Insurance Company Limited, No 1 New Tank Street, Vallurvar Kottam High Road Nungabakkam Chennai 600034 Fax 04428319100 Toll Free Fax No. 1800 425 5522 E-Mail info@starhealth.in

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

11. **Customer Service** If at any time the Insured Person requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.
12. **Grievances** In case the Insured Person is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

Grievance Department, Star Health and Allied Insurance Company Limited, No 1, New Tank Street, Valluvar Kottam High Road, Nungambakkam, Chennai-600034. **or** Call 044-28288821 during normal business hours. **or** Send e-mail to "grievances@starhealth.in":

In the event of the following grievances:

- a.any partial or total repudiation of claims by the Company
- b.any dispute in regard to premium paid or payable in terms of the policy;
- c.any dispute on the legal construction of the policies in so far as such disputes relate to claims;
- d.delay in settlement of claims;
- e.non-issuance of any insurance document to customer after receipt of the premium,

the Insured Person may approach the **Insurance Ombudsman** at the address given below, within whose jurisdiction the branch or office of Star Health and Allied Insurance Company Limited are located.

List of Ombudsman

Contact Details	Areas of Jurisdiction
Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Nr. C.U. Shah College, Ashram Road, AHMEDABAD-380 014 . Tel.:- 079-27546840 Fax : 079-27546142 Email ins.omb@rediffmail.com	Gujarat Union Territory of Dadra & Nagar Haveli Daman and Diu
Office of the Insurance Ombudsman, Janak Vihar Complex, 2 nd Floor, 6, Malviya Nagar, Opp. Airtel, Near New Market, BHOPAL(M.P.)-462 023 . Tel.:- 0755-2569201 Fax : 0755-2769203 Email bimalokpalbhopal@airtelmail.in	Madhya Pradesh & Chhattisgarh
Office of the Insurance Ombudsman, 62, Forest Park, BHUBANESHWAR-751 009 . Tel.:- 0674-2596455 Email iobbsr@dataone.in	Orissa
Office of the Insurance Ombudsman, 2nd Floor, Batra Building. S.C.O. No.101-103, Sector 17-D, CHANDIGARH-160 017 . Tel.:- 0172-2706468, Fax : 0172-2708274 Email ombchd@yahoo.co.in	Punjab , Haryana Himachal Pradesh, Jammu & Kashmir Union Territory of Chandigarh
Office of the Insurance Ombudsman, Fathima Akhtar Court, 4th Floor, 453 (old 312), Anna Salai, Teynampet, CHENNAI-600 018 Tel.:- 044-24333668 044-24333668 /5284 Fax : 044-24333664 Email chennaiinsuranceombudsman@gmail.com	Tamil Nadu Union Territory–Pondicherry Town and Karaikal (which are part of Union Territory of Pondicherry)
Insurance Ombudsman, Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI-110 002 . Tel.:- 011-23239633 011-23239633 Fax : 011-23230858 Email iobdelraj@rediffmail.com	Delhi & Rajasthan
Insurance Ombudsman, Office of the Insurance Ombudsman, "Jeevan Nivesh", 5 th Floor, Near Panbazar Overbridge, S.S. Road, GUWAHATI-781 001 (ASSAM) . Tel.:- 0361-2132204/5, Fax : 0361-2732937 Email ombudsmanghy@rediffmail.com	Assam , Meghalaya, Manipur Mizoram, Arunachal Pradesh Nagaland and Tripura
Office of the Insurance Ombudsman, 6-2-46, 1 st Floor, Moin Court, A.C. Guards, Lakdi-Ka-Pool, HYDERABAD-500 004 . Tel : 040-65504123 040-65504123 Fax: 040-23376599 Email insombudhyd@gmail.com	Andhra Pradesh Karnataka and Union Territory of Yanam a part of the Union Territory of Pondicherry
Office of the Insurance Ombudsman, 2nd Floor, CC 27/2603, Pulinat Bldg., Opp. Cochin Shipyard, M.G. Road, ERNAKULAM-682 015 . Tel : 0484-2358759 / 0484-2358759 Fax : 0484-2359336 Email iokochi@asianetindia.com	Kerala , Union Territory of (a) Lakshadweep (b) Mahe – a part of Union Territory of Pondicherry
Insurance Ombudsman, Office of the Insurance Ombudsman, 4th Floor, Hindusthan Bldg. Annexe, 4, C.R.Avenue, Kolkatta – 700 072 . Tel: 033 22124346/(40) Fax: 033 22124341 Email:iombsbpa@bsnl.in	West Bengal , Bihar Jharkhand and Union Territory of Andaman & Nicobar Islands Sikkim
Office of the Insurance Ombudsman, Jeevan Bhawan, 6 th Floor, Phase-2, Nawal Kishore Road, Hazaratganj, LUCKNOW-226 001 . Tel : 0522 -2231331 / 0522 -2231331 Fax : 0522-2231310 Email insombudsman@rediffmail.com	Uttar Pradesh and Uttaranchal
Office of the Insurance Ombudsman, S.V. Road, Santacruz(W), MUMBAI-400 054 . Tel : 022-26106928 022-26106928 Fax : 022-26106052 Email ombudsmanmumbai@gmail.com	Maharashtra , Goa