



IFFCO-TOKIO GENERAL INSURANCE CO. LTD

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

ITGI/JPA/08

Janata Personal Accident Policy – Prospectus

UIN IRDAN106P0001V01200506

Each one of us in our day to day life is exposed to risks of accidents, though exposure to some is more than the others. Besides the man made risks, the natural hazards like lightning, flood, earthquake etc. are equally responsible for accidents. Janata Personal Accident Insurance has been designed for individual or members of various groups, particularly targeted to the economically weaker section of society, since the maximum Sum Insured permissible is Rs. 1,00,000/- only.

SCOPE OF COVER

1. The Policy provides for payment of specified amount (benefit) on happening of specified contingency due to an accident. An accident may include events like:
 - Rail, road, air accident
 - Injury due to any collision / fall
 - Injury due to bursting of gas cylinder
 - Snake bite, frost bite
 - Burn injury, drowning, poisoning, etc.

This is only an illustrative list, not an exhaustive list.

If at any time during the currency of this Policy, the Insured shall sustain bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the Company shall pay to the Insured or his legal representative, as the case may be, the sum or sums as under:

SUMMARY OF BENEFITS

<u>Contingency</u>	<u>Amount of Compensation</u>
1). Death	100% Capital Sum Insured
2). Loss of two limbs two eyes, or one limb and one eye	100% Capital Sum Insured
3). Loss of one limb or one eye.	50% Capital Sum Insured
4). Permanent Total Disablement from injuries other than those named above (PTD).	100% Capital Sum Insured

EXCLUSIONS

- a) Intentional self injury, suicide or attempted suicide, venereal disease or insanity
- b) The Insured being under the influence of intoxicating liquor or drugs
- c) Death or disablement resulting from pregnancy or child birth.
- d) The Insured committing any breach of law with criminal intent



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- e) Engaging in aviation or ballooning or whilst mounting into or dismounting from or travelling in a balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
- f) Engaging in dangerous sports as listed in the Policy.
- g) Contracting any illness directly or indirectly arising from or attributable to HIV or any HIV related illness including AIDS and/or any mutant derivative or variation of HIV or AIDS.
- h) War and allied perils
- i) Nuclear perils

RATE OF PREMIUM

This class of business is non-tariff.

The standard premium shall be charged @Rs 0.60% on the individual or group Sum Insured, with Group Discount allowed depending on the group size.

Note: Unless certain exceptional circumstances prevails those in Very Heavy Risk category should not be covered and it should be done only in consultation with Corporate Office of ITGI with full details.

Corporate office to be also contacted for any reduction in premium rate for large groups.

As per special dispensation allowed by the appropriate authorities, Service Tax is not required to be levied for premium under this Policy (provision as existing at present, subject to modification in future).

FIXING OF SUM INSURED

Capital Sum Insured is fixed keeping in view the premium paying capacity or earning from all gainful employment or profession of the Insured, subject however to the limits indicated hereunder. The minimum Sum Insured per person per annum is Rs 25,000. A higher Sum Insured can be chosen in multiples of Rs 5,000 subject to a maximum of Rs.1,00,000. The maximum Sum Insured figure cannot be exceeded under any circumstances.

GROUP DISCOUNT

It is permissible to issue Group Policies for more than one person. However, Group Discounts will be granted only if the number of insured persons in the group exceeds 50

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



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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 ionizing 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. **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.
4. **Policy Term:** Policy duration will be 12 Months.
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.



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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. Automatic Termination of Insurance

The coverage for the Insured Person(s) shall automatically terminate in the case of his/ her (Insured Person) demise or exhaustion of Sum Insured. However, the cover shall continue for the remaining Insured Persons till the end of Policy Period, unless otherwise advised by the Group policy holder. 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.

Provided no claim has been made, and termination takes place on account of death of the insured person, due to reasons apart from what stands covered under the policy, pro-rata refund of premium of the deceased insured person for the balance period of the policy will be effective.

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.

9. 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.

10. **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.



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11. **Reasonable Precaution and Care of Property:** You/Insured Person shall take all reasonable precautions to prevent injury or damage in order to minimize claims.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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

Note: For details please refer to Policy