

**JANATA PERSONAL ACCIDENT INSURANCE POLICY**  
**UIN IRDAN106P0001V01200506**

**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.

**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.

- (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) 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 of the event which may give rise to a claim under the Policy, give written notice to the Company with full particulars of the claim and the medical records of the hospital.
- (2) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any representative of the Company shall be allowed to examine the person of the Insured in the event of any alleged injury or disablement as may reasonably be required on behalf of the Company. In the event of death, it is required to make a postmortem examination of the body of the Insured Person and a Post Mortem Report copy shall be furnished along with other requirements as advised by the Company in support of the claim
- (3) No sum payable under this Policy shall carry any interest.
- (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 supported by any fraudulent statement or device, whether by the Insured or by any person on behalf of the Insured.
- (5) The Company may at any time, by giving 15 days 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 to the Insured at the address last registered in the Company's 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. The Insured may cancel the policy by sending written notice to the company. The Company will then allow a refund on following scale, except for those Insured Person(s) where claim has been preferred under the current Policy.

<u>Period of Cover upto</u>	<u>Refund of Annual Premium rate(%)</u>
1Month	75%
3Month	50%
6Month	25%
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 - Should any dispute arise between the Insured and the Company on quantum or amount payable (liability being admitted by the Company), such dispute will be referred to Arbitration to be appointed in accordance with statutory provisions of the country in force at that time. Further, if /when any dispute is referable or referred to arbitration the making of an award by arbitration, shall be a condition precedent to any right of action by the Insured against the Company.
- (8) 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 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.
- (9) Renewal - The Policy may be renewed by mutual consent every year and in such event, the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof . However, the Company shall not be bound to give notice that such renewal premium is due.
- (10) Limitation - The geographical scope of this Policy will be WORLDWIDE. However the claims shall be settled in Indian Rupees only. The provisions of the 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.