



### **GROUP PERSONAL ACCIDENT POLICY**

This **POLICY** is evidence of the contract between **YOU** and **US**. The proposal form along with any written statement(s) declaration(s) of **YOURS** for purpose of this **POLICY** forms part of this contract.

This **POLICY** witnesses that in consideration of **YOUR** having paid the premium for the period stated in the schedule or for any further period for which **WE** may accept the payment for renewal of this policy. **WE** will insure the Insured Person(s) and accordingly **WE** will pay to **YOU** or **YOUR** legal personal representative(s) as the case may be in respect of events occurring during the period of insurance in the manner and to the extent set-forth in the policy including endorsements provided that all the terms, conditions, provisions, and exceptions of this policy in so far as they relate to anything to be done or complied with by **YOU** have been met.

The Schedule shall form part of this **POLICY** and the term '**POLICY**' whenever used shall be read as including the Schedule.

Any word or expression to which a specific meaning has been attached in any part of this **POLICY** or of Schedule shall bear such meaning whenever it may appear.

The **POLICY** is based on information which have been given to **US** about Insured Person(s) pertaining to risk insured under the policy and the truth of these information shall be condition precedent to **YOUR** right to recover under this **POLICY**.

#### **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**  
The person named as Insured person(s) in the Schedule lodged with US by YOU which will include YOU, YOUR family inclusive of dependent parents, blood relatives i.e. dependent brothers, sisters..
  
8. **PERIOD OF INSURANCE**  
It means the duration of this policy as shown in the Schedule.
  
9. **STANDARD TYPE OF AIRCRAFT**  
It means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine.
  
10. **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.
  
11. **Accident**  
It means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
  
12. **AIR ACCIDENT**  
It shall mean an accident while the Insured Person is on board the standard type of Aircraft and the Aircraft meets with an accident causing injury to Insured Person.
  
13. **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.
  
14. **PHYSICAL SEPARATION**  
It shall mean separation at or above the wrist and/or of the foot at or above the ankle respectively.
  
15. **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.
  
16. **TEMPORARY TOTAL DISABLEMENT**  
The bodily injury which as its direct consequence will prevent the Insured Person from engaging in all types of the occupation or any employment whatsoever for a period not exceeding 104 weeks since

the date of injury to the time, Insured Person is fit enough to resume duty or engage in any kind of occupation as certified by Medical practitioners.

**17. Dependent child**

It means a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his/her independent sources of income.

**18. 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.

**19. 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.

**20. Hospitalisation**

It means admission in a Hospital for Inpatient Care for consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24(twenty four) consecutive hours.

**21. Medical Expenses**

It means those expenses that an Insured Person has/you have necessarily and actually incurred for medical treatment on account of Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**22. Notification of Claim**

It means the process of notifying a claim to us by specifying the timelines as well as the address / telephone number to which it should be notified.

**23. 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.

**24. Renewal**

It means the terms on which the contract of insurance can be renewed on mutual consent.

**25. Alternative treatments**

It means forms of treatments other than treatment "Allopathic" or "modern medicine" and includes Ayurvedic, Unani, Sidha and Homeopathy in the Indian context.

**26. Terrorism / Terrorist Incident**

Means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered terrorist activity.

Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism

## **GENERAL CONDITIONS:**

### **1. REASONABLE PRECAUTION AND CARE OF PROPERTY**

YOU/Insured Person shall take all reasonable precautions to prevent injury, illness, disease or damage in order to minimize claims.

### **2. NOTICE**

YOU will give every notice and communication in writing to OUR office through which this insurance is affected.

### **4. MISDESCRIPTION**

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.

### **4. 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

### **5. 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.

- a) 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

### **4. 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.

### **5. 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.

**6. 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.

**7. 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.

**8. 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

9. 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 YOUR legal personal representative shall in all cases be an effective discharge to US.
10. **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.
11. **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.
12. No sum payable under this **policy** shall carry any interest/ penalty.
13. 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.
14. **Grievance or Complaint**  
You may register a grievance or complaint by visiting our website [www.itgi.co.in](http://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.
15. **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.

16. **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.
17. **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.
18. **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.

## **PROVISIONS**

### **PROVIDED THAT ALL SUMS PAYABLE HEREUNDER SHALL BE PAYABLE**

- (i) In case of claim by death or permanent total disablement i.e. Benefit 1) to Benefit 4) of Table of Benefits only after deleting by an endorsement the name of Insured Person(s) in respect of whom such sums shall become payable without any refund of premium.
- (ii) In case of claim by permanent partial disablement i.e. Benefit 5) of Table of Benefits only after reduction by an endorsement of Capital Sum Insured by the amount admissible under the claim in respect of Insured person in respect of whom such sum shall become payable.
- (iii) In case of Temporary Total Disablement Benefit i.e. 6) of Table of Benefits only upon termination of such disablement in respect of Insured person for whom the claim has been lodged.

## **GENERAL EXCLUSIONS**

WE will not pay for any compensation in respect of death, Injury or disablement of the Insured Person.

1. As consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, mutiny military or usurped power, confiscation, seizure, capture, assault, restraint, nationalization, civil commotion or loot or pillage in connection herewith.
2. Directly or indirectly caused by contributed to by or arising from:
  - (a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exclusion, combustion shall include any self sustaining process of nuclear fission.
  - (b) The radioactive, toxic, explosive or the hazardous properties of any nuclear assembly or nuclear component.

## COVERAGE

WHAT IS COVERED	WHAT IS NOT COVERED
<p>If following Bodily injury which solely and directly causes Insured Person to death or disablement within 12 months of injury as stated in Table of Benefits, WE shall pay to YOU or YOUR legal personal representative / assignee / nominee the sum or sums hereinafter set forth in Table of Benefits.</p>	<p><b>WE will not liable for</b></p> <ol style="list-style-type: none"> <li>1. Compensation under more than one of the benefits mentioned in Table of Benefits in respect of same period of disablement.</li> <li>2. Any other payment after a claim under one of the benefits 1,2,3 and 4 in Table of benefits has been admitted and becomes payable.</li> <li>3. Any payment in case of more than one claim under this section during any one period of Insurance by which OUR liability in that period would exceed sum payable under benefits(1) of this policy.</li> <li>4. Payment of compensation in respect of injury as a consequence of               <ol style="list-style-type: none"> <li>a) Committing or attempting suicide, intentional self-injury.</li> <li>b) Whilst under influence of intoxicating liquor.</li> <li>c) Drug addiction or alcoholism.</li> <li>d) Whilst engaging in Aviation or Ballooning or whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.</li> <li>e) Pregnancy or childbirth.</li> <li>f) Venereal disease or insanity.</li> <li>g) 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.</li> <li>h) Committing any breach of law with criminal intent.</li> </ol> </li> <li>5. Terrorism / Terrorist Incident of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.</li> </ol>
TABLE OF BENEFITS	PERCENTAGE OF CAPITAL SUM INSURED
1. Death	100
2. a) Loss of sight (both eyes) b) Loss of two limbs	100 100



c) Loss of one limb and one eye	100
3. a) Loss of sight of one eye	50
b) Loss of one limb	50
4. Permanent Total and absolute disablement	100
5. i) Loss of toes-all	20
ii) Great-both phalanges	5
iii) Great-one phalanx	2
iv) Other than great, if more than one toe lost each	1
i) Loss of hearing – both ears	50
ii) Loss of hearing – one ear	15
c) Loss of Speech	50
d) Loss of four fingers and thumb of one hand	40
e) Loss of four fingers	35
f) Loss of thumb	
i) Both phalanges	25
ii) One phalanx	10
g) Loss of index finger	
i) Three phalanges	10
ii) Two phalanges	8
iii) One phalanx	4
h) Loss of middle finger	
i) Three phalanges	6
ii) Two phalanges	4
iii) One phalanx	2
i) Loss of ring finger	
i) Three phalanges	5
ii) Two phalanges	4
ii) One phalanx	2
j) Loss of little finger	
i) Three phalanges	4
ii) Two phalanges	3
iii) One phalanx	2
k) Loss of Metacarpals	
i) First or second (additional)	3
ii) Third, fourth or fifth (additional)	2
l) Any other permanent partial disablement	% as assessed by Doctor
6. Temporary Total disablement benefit at the rate per week	1% of C.S.I or Rs.25,000/- whichever is lower.
<b>SPECIAL INBUILT BENEFITS UNDER THE POLICY IN ADDITION TO CAPITAL SUM INSURED</b>	
A. In the event of death of Insured Person outside his/her Home, transportation cost for carriage of dead body to Home including funeral charges is payable.	2% of Capital Sum Insured or 2,500/- (Two thousand five hundred) whichever is lower.
B. Cost of Clothing damaged in the Accident as	Rs. 1000 (one thousand) per insured person any

described above and liability is admitted by US.	one accident or actual expenses whichever is lower.
C. Ambulance charges for transportation of Insured person to Hospital following Accident which result in liability having been admitted by US as per 1 to 6 of Table of Benefits.	Rs. 1000 (one thousand) per insured person any one accident or actual expenses whichever is lower.
D. <b>Education Fund</b> In the event of death, permanent total disablement i.e. 1 to 4 of Table of Benefit of Insured Person, WE will approve compensation towards Education Fund for dependent children as below a) For one child upto the age of 23 yrs.  b) For more than one children upto the age of 23 yrs.	-10% (Ten percent) of C.S.I Subject to a maximum of Rs. 5000/- -10% (Ten percent) of C.S.I Subject to a maximum of Rs. 10000/-
E. <b>Loss of Employment</b> In the event of accident leading to loss of employment as a consequence of 2,3 and 4 of table of benefits.	- Rs. 15000 or 1% of CSI whichever is lower.