JANATA PERSONAL ACCIDENT INSURANCE POLICY

KEY INFORMATION SHEET

DISCLAIMER NOTE: The information mentioned below is illustrative and not exhaustive. The information must be read in conjunction with the policy wordings. In case of any conflict between the Key Information Sheet and the policy wordings, the terms and conditions mentioned in the policy wordings shall prevail.

S. No	Title	Description	Refer to Policy Wordings
1	Product Name	JANATA PERSONAL ACCIDENT	
2	What is covered under the Policy?	The policy covers the Insured Person (or his Nominee/ legal heir, as the case may be) for the occurrence of any Insured Event, as specifically described, under different Benefit(s) (and Extensions - if any) arising due to an Injury sustained by the Insured Person during the Policy Period but not exceeding the Sum Insured as specified under the respective Benefits (and Extensions - if any) under Policy Schedule. The cover is for 24 hours or as mentioned in Part 1 of the policy and on a worldwide basis.	Part I of the Policy
3	Coverage and Optional Add-ons	Benefits: • Accidental Death • Permanent Total Disablement	Part II of the policy Clause No. 3
4	What are the major Exclusions in the Policy	• Compensation under more than one of the categories of benefits specified in the policy wordings • Suicide, attempt to Suicide or intentionally self- inflicted injury, sexually transmitted conditions, • Being under influence of drugs, alcohol, or other intoxication or hallucinogens • Participation in actual or attempted felony, riot, civil commotion, crime misdemeanor • Committing any breach of law • Death or disablement resulting from Pregnancy or childbirth • Professional sports team in respect of specific benefit for inability to perform. Participation in any kind of motor speed contest • While engaged in aviation, or whilst mounting or dismounting from or traveling in any aircraft. (Not applicable for fare Paying Passengers) Underground mining & contractor specializing in tunneling • Naval, military or air force personnel • Radioactivity, Nuclear risks, ionizing radiation	Part I and Part II (Clause 4) of the policy
5	Payout Basis	• Reimbursement claims of covered benefits upto specified sum insured as per the scope of cover	Part II of the policy clause 4 (i, ii, iii and iv)- Claim Administration
6	Terms of Renewal	(i) The Policy can be renewed as a separate contract under the then prevailing ICICI Lombard Janata Personal Accident Insurance product or its nearest substitute (in case the product ICICI Lombard Janta Personal Accident Insurance is withdrawn by the Company) approved by IRDAI.	Part II of the policy Clause 8- Terms of renewal

		(ii) The policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non- cooperation by the insured.	
7.	Cancellation	• The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact. • Insured or the Company may cancel this Policy by giving the Company or the insured, as the case may be, 15 days written notice for the cancellation of the Policy, and then the Company shall refund premium on short term rates (if initiated by the insured) or pro rata rates (if initiated by the Company) for the unexpired Policy Period. The Company shall follow the short period scale unless otherwise mutually agreed.	Part III of the policy Clause 9- Cancellation/ Termination

PART I OF SCHEDULE

Policy No. **Issued at** **Stamp Duty**

1. Name of the Insured

2. Mailing address of the Insured

3. Period of Insurance

4. Total number of persons to be insured
   (To be picked up from the proposal form) | | | | | | | | |

5. Details of persons insured- As per annexure.

Name	Place of Employment	Sum Insured (Rs.)

Total Sum Insured

6. Premium

Basic Premium	(Rs.)	
Total Premium	(Rs.)	
Less: Discount in lieu of Agency commission	(Rs.)	
Net Premium	(Rs.)	
Total Amount	(Rs.)	

7. Intermediary Details:
   - Agency/Broker Code:
   - Agency/Broker Name:
   - Agent's/Broker's Mobile No. :
   - Agent's/Broker's Email ID:

Special conditions (if any)

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at _____ on this date

Authorised Signatory

PART II OF SCHEDULE

I. PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Sum Insured/ appropriate benefit will be paid by the Company.

II. General Definitions

The Company (ICICI Lombard General Insurance Company Limited) use certain words in this policy and Schedule, which have a specific meaning and are shown under the heading of Definitions in the policy. They have this meaning wherever they appear in the policy, including any endorsements, or Schedule. Where the context so permits, references to the singular shall also include references to the plural and references to the male gender shall also include references to the female gender, and vice versa in both cases.

A. STANDARD DEFINITIONS

1. **Accident -** means a sudden, unforeseen and involuntary event caused by external and visible and violent means.

2. **Co-payment -** means a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.

3. **Deductible** is a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies, which will apply before any benefits are payable by the insurer. A deductible does not reduce the sum insured. Deductible shall be applicable per year, per life or per event as stated in Part I of the Policy and specific deductible to be applied shall be as Part I of the Policy.

4. **Dental Treatment** - is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

5. **Disclosure to Information Norm -** The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact

6. **Emergency Care**- means management of severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person's health.

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

8. **Hospital/Nursing home** means any institution established for in- patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulations) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act OR comply with all minimum criteria as under:

(i) Has at least 10 in-patient beds, in those towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;

(ii) Has qualified nursing staff under its employment round the clock;

(iii) Has qualified medical practitioner(s) in charge round the clock;

(iv) Has a fully equipped operation theatre of its own where surgical procedures are carried out

(v) Maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.

9. **Hospital Confinement -** means confinement for a continuous uninterrupted period of at least 24 hours in a Hospital as a resident/registered bed patient on the written advice and under the regular care and attendance of Medical Practitioner

10. **Hospitalization -** Means admission in a Hospital for a minimum period of 24 consecutive 'In patient carhours' except for specified Procedures/Treatments, where such admission could be for a period of less than 24 consecutive hours.

11. **Illness -** means a sickness or disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

(i) Acute condition - is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

(ii) Chronic condition - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:

1. It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
2. It needs ongoing or long-term control or relief of symptoms
3. It requires your rehabilitation or for you to be specially trained to cope with it
4. It continues indefinitely
5. It recurs or is likely to recur.

12. **Injury -** means any accidental physical bodily harm occurring during the Policy Period, excluding illness or disease solely and directly cased by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

13. **Inpatient Care -** means treatment for which the insured person has to stay in a Hospital for more than 24 hours for a covered event.

14. **Medical Advise -** Means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up prescription

15. **Medical Expenses -** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or 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.

16. **Medically Necessary treatment**- is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

(i) is required for the medical management of the illness or injury suffered by the insured;
(ii) must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
(iii) must have been prescribed by a medical practitioner;
(iv) must confirm to the professional standards widely accepted in international medical practice or by the medical community in India.

17. **Medical Practitioner** is a person who holds a valid registration from Medical Council of any State or Medical Council of India **) Notification of claim -** Means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication

18. **OPD Treatment** - is one in which the Insured visits a clinic/hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient 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 his license. The term Medical Practitioner would include physician, specialist, anesthetist and surgeon but would exclude the insured and his/her Immediate Family.

For the purpose of this definition, "Immediate Family" would mean and include the Insured Person's spouse, children (including adopted and step children), brother(s), sister(s) and parent(s). The term "Medical Practitioner" specifically excludes persons practicing in non-allopathic fields.

19. **Reasonable and Customary Charges** - 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 illness / injury involved .

20. **Renewal -** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for Pre-existing diseases, time-bound exclusions and for all waiting periods.

21. **Subrogation -** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source

B. SPECIFIC DEFINITIONS

1) Admission means admission of the insured in a Hospital as an inpatient for the purpose of medical treatment of an Injury and/or Illness.

2) Age - means the completed years of the Insured Person on his/her last birthday as per the English calendar.

3) Break In Policy - occurs at the end of the existing policy term, when the premium due for renewal on a given policy is not paid on or before the premium renewal date or within 30 days thereof.

4) Claim - means a demand made by You or on Your behalf for payment of Medical Expenses or any other expenses or benefits, as covered under the Policy.

5) Company - means ICICI Lombard General Insurance Company Limited.

6) Condition Precedent - shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

7) Contribution – is essentially the right of the insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a ratable proportion.

8) Cover Year - means duration of twelve months beginning from the Cover Period Start Date as specified in

the Policy Schedule, and for subsequent Cover Years, it will include any successive durations of twelve months, till the Cover Period End Date, as specified in the Policy Schedule.

9) Day - means a period of 24 consecutive hours.

10) Child - means dependent child/children including adopted and step child/children of the Insured Person between Ages two (2) years and eighteen (18) years (twenty three (23) years if attending as a full time student in an accredited Institution of Higher Learning) who are unmarried,, and receive the majority of maintenance and support from the Insured Person

11) Family Member - means an Insured Person's legally wedded spouse, children, siblings, siblings-in-law, parents, mother-in-law, father-in-law, legal guardian, ward, step or adopted children, stepparents.

12) Insured Event - means any event specifically mentioned as covered under this policy.

13) Insured Person(s) - means the individuals (s) covered under the Policy whose name(s) is/are specifically appearing as such in the Policy Schedule and is/are hereinafter referred as "You"/"Your"/ "Yours"/ "Yourself"

14) Nominee - means the person(s) nominated by You to receive the benefits under this Policy payable on Your death caused by an Accident. For the purpose of avoidance of doubt it is clarified that if You are a minor, Your legal guardian shall appoint the Nominee.

15) Out-patient Means the one in which the Insured who is not hospitalized for more than 24 consecutive hours but who visits a Hospital, clinic, or associated facility for diagnosis or treatment. However any Insured undergoing any specified "Day care surgeries/Treatment" will not be considered as an Out-patient.

16) Period of Insurance means the period as specifically appearing in the Policy Schedule and commencing from the Policy Period Start Date of the first Policy taken by the insured from the company and then, running concurrent to the current Policy subject to the Insured's continuous renewal of such Policy with the company.

17) Physical Separation - means with respect to the hand, severance of limb at or above the wrists, and with respect to the foot, severance of limb at or above the ankle.

18) Policy means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the insured, what is excluded from the cover and the terms & conditions on which the Policy is issued to the insured.

19) Policy Holder means the person(s) or the entity named in the Policy Schedule who executed the Policy Schedule and is (are) responsible for payment of premium(s).

20) Policy Period means the period commencing from the Policy Period Start Date, Time and ending at the Policy Period End Date, Time of the Policy and as specifically appearing in the Policy Schedule.

21) Policy Year means a period of twelve months beginning from the Policy Period Start Date and ending on the last day of such twelve- month period. For the purpose of subsequent years, "Policy Year" shall mean a period of twelve months beginning from the end of the previous Policy Year and lapsing on the last day of such twelve-month period, till the Policy Period End Date, as specified in the Policy Schedule.

22) Policy Schedule - means the Policy Schedule attached to and forming part of the Policy.

23) Professional Sports - means a sport which would remunerate a player in excess of 50% of his or her annual income as a means of their livelihood..

24) Proposal and Declaration Form - means any initial or subsequent declaration made by the policyholder

and is deemed to be attached and which forms a part of this Policy.

25) Scheduled Airline - means any civilian aircraft operated by a civilian scheduled air carrier, holding a certificate license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft's registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and at specified times, on regular or charted flights operated by such carrier.

26) Surgery - Surgery or Surgical Procedure means manual and/or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a medical practitioner.

27) Sum Insured - means and denotes the maximum amount of cover available to the Insured Person under each section and extension (s) therein as detailed in Part I of the Policy to this Policy, subject to the terms and conditions of this Policy, which represents the Company's maximum liability for all claims in aggregate payable to such Insured Person by the Company under each of the respective section(s) and extension (s) therein.

28) Terrorism/Terrorism Activity - means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or 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 Acts. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

29) Third Party Administrator (TPA) means the services rendered by a TPA to an insurer under an agreement in connection with health insurance business but does not include the business of an insurance company or the soliciting either directly or indirectly, of health insurance business or deciding on the admissibility of a claim or its rejection.

30) War - means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

31) You / Your / Yours / Yourself - means the person(s) that We insure and is/are specifically named as Insured Person(s) in the Policy Schedule.

32) We/ Our / Ours / Us - means the ICICI Lombard General Insurance Company Limited

III Benefits Covered under the Policy

1. The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum not exceeding the Sum Insured, if any of the Insured Persons sustain any bodily injury resulting solely and directly from accident, caused by external, violent and visible means, to the extent and in the manner hereinafter provided.
2. **Benefit**

2.1 Insured Event - Death resulting from Accident The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.1 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured as mentioned against Death benefit under the Schedule to this Policy, on the occurrence of death of the Insured Person, provided such death results solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury, provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year.

2.2 Benefit: Insured Event - Permanent Total Disablement (PTD) resulting from Accident

The Company hereby agrees, subject to the terms, conditions and exclusions applicable to this Section 2.2 and the terms, conditions, general exclusions stated in the Policy, to pay such Sum Insured, in the manner indicated below or as stated in Part I of the Policy, on the occurrence of any of the following losses, provided such losses to the Insured Person are total and irrecoverable losses which result solely and directly from an Injury, within twelve months from the date of Accident resulting in such Injury. Provided that the date of occurrence of the Accident falls within the Policy Period/Policy Year:

(ii) Loss of Sight of both eyes, or Physical Separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such Loss of sight of one eye and such Physical Separation/ Loss of one entire hand or one entire foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

(iii) Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot, then the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person

(iv) The sight of one eye, or of the Physical Separation of one entire hand or one entire foot, then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

(v) Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

(vi) If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of Sum Insured as stated in the Schedule to this Policy hereto as applicable to such Insured Person.

Note: For the purpose of clauses above, actual physical separation of hand or foot means separation of hand at or above the wrist and of foot at or above the ankle.

IV. Exclusions

3. Specific Exclusions-

The Company shall not be liable under this Policy for:

1. Compensation under more than one of the categories specified in the Basis of Assessment in respect of the same period of disablement of the Insured Person.

2. Any other payment to the same person after a claim under one of the categories I & II as specified in the Basis of Assessment of Claims has been admitted and become payable.

3. Any payment in case of more than one claim in respect of such Insured Person, under this Policy during any one period of insurance by which the sum payable as per the of Basis of Assessment of Claims of this Policy to such Insured Person exceeds the maximum liability of the company as applicable to such Insured Person.

4. Payment of compensation in respect of death, injury or disablement of Insured Person

   (a) from intentional self-injury, suicide or attempted suicide;
   (b) whilst under the influence of intoxicating liquor or drugs;

(c) whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world. Standard type of aircraft 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;
(d) directly or indirectly caused by venereal disease or ;
(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 Person 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 arrests, restraints and detainment of all kinds.

6. Payment of compensation in respect of death of, or bodily injury or any disease or illness to the Insured Persons.

a) Directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel. For the purpose of this exception, combustion shall include any self-sustaining process of nuclear fission.

b) Directly or indirectly caused by or contributed to by or arising from nuclear weapon materials.

7. Death or disablement resulting directly or indirectly caused by and/or contributed to and/or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

8. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed by or traceable to any disability existing on the date of issue of this Policy.

4. Basis of Assessment of claims

(i) Basis of assessment of claim shall be:

The benefit payable to or on behalf of the Insured Person will be as per the following categories but not exceeding the Capital Sum Insured as specified in Part I of the schedule.

Categories of benefits

I Accidental Death

The Sum Insured as stated in Part I of the Schedule will be paid if the death of the Insured Person is within a period of twelve months from the date of bodily injury, and such bodily injury be the sole and direct cause of the death of the Insured Person.

II Permanent Total Disablement (PTD)

(a) If such injury shall within twelve months of its occurrence be the sole and direct cause of the total and irrecoverable loss of

(i) Sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or of such loss of sight of one eye and such loss of one entire

hand or one entire foot, then the Sum Insured stated in the Part I of the Schedule hereto as applicable to such Insured Person.

(ii) Use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

(iii) The sight of one eye, or of the actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

(iv) Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Sum Insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

Note:

For the purpose of clause (iii) and (iv) above, physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.

(b) If such injury shall as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the sum insured stated in Part I of the Schedule hereto as applicable to such Insured Person.

(ii) **Claim Documents:**

The Insured shall be required to furnish the following for or in support of a claim:

(a) Duly completed claim form
(b) Doctor's Report
(c) Police report, wherever necessary
(d) Death certificate, wherever necessary/applicable
(e) Medical Bills, wherever applicable
(i) Post-mortem Report, wherever necessary/ applicable

D) Additional Documents required for Payment of Claims:

a) If payable to **insured,** following additional documents are required for all nature of loss
i)Payee name of the insured
ii) Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)
b) If payable to **injured,** following additional documents are required for all claims other than death
(i) Payee name of the injured

(ii) No objection certificate from the insured that claim is paid in the name of injured

(iii) Account details for Electronic Funds Transfer (EFT mandate form and cancelled cheque)

(iv) AML documents (PAN card/Photo ID, Address proof, and 2 colour photographs) in case of claim amount is more than Rs. 100,000.

c) If payable to **nominee,** following additional documents for Death claims
i) Payee name of the nominee
ii) If the policy is employer employee relation based, then No Objection certificate is required from employer to process the claim in the name of nominee.

iii) Account details for Electronic funds transfer (EFT mandate form and cancelled cheque)

iv) AML documents (PAN card/Photo ID, Address proof, Relationship proof and 2 colour photographs) in case of payment to Nominee/Legal heir.

v) Legal Heir certificate/Consent letter from all nominees/legal heirs in case of more than 1 nominee/legal heir

In addition to above mentioned documents, additional supporting documents may be asked by the company or Third party administrator (TPA), on behalf of the Company, to investigate the Claim or the Company's obligation to make payment for it.
* Attestation should be from a gazette officer or notary.

5Claims Procedure:

The procedure for lodging the claim shall be as under:

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy :

(a) The Insured shall give immediate notice thereof in writing to the Company.

(b) The Insured shall deliver to the Company, within 14 days of the date on which the event shall have come to his knowledge, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

(c) The Insured shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

(d) Claim Settlement (provision for Penal Interest)
(e) The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
(f) ln the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
(g) However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document- ln such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
(h) ln case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
(i) Interest provision shall be as per IRDAI (Protection of Policyholders' Interests) Regulations, 2017 or any amendments made thereto from time to time.
(j) Condition Precedent to Admission of Liability- The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy
(k)

6Limitation period

In no case whatsoever shall the company be liable, for any expenses after the expiry of 12 months from the happening of the loss or damage, unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7 Settlement or Rejection of a claim: The settlement of claims would be done by the Company within 30 days, from the date of - receipt of last necessary documents. The claim shall be paid through Electronic Fund Transfer mode. In the case of delay in the payment of the claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.

Interest provision shall be as per IRDAI (Protection of Policyholders' Interests) Regulations, 2017 or any amendments made thereto from time to time.

7. Policy Related Terms and Conditions

(i) Upon the happening of any event, which may give rise to a claim under this Policy, written notice with full particulars must be given to the Company immediately. In case of death, written notice must be given before internment, cremation and in any case, within one calendar month after the death, unless reasonable cause is shown. In the event of loss of sight or amputation of limbs, written notice thereof must be given within one calendar month after such loss of sight or amputation.

(ii) Proof satisfactory to the Company shall be furnished of all matters upon which a claim is based. Any medical or other agent of the Company shall be allowed to examine the insured Person(s) 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 Person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, be furnished within a period of fourteen days.

(iii) In the event of a claim in respect of loss of sight, the Insured Person(s) shall undergo at the Insured's expense such operation or treatment as the Company may reasonably deem desirable. In the event the sight is not regained after such operation or treatment, and such loss of sight is of a permanent nature, compensation shall be payable as specified in the "Basis of Assessment of claims" in Part II of the Schedule of this Policy.

(iv) Position after a claim :

(a) In case of accidental death or Permanent Total Disablement (as specified in Basis of Assessment of Claims) the Company shall delete the name of the Insured Person in respect of whom such sums shall become payable from the Part I of the schedule without any refund of the premium.

(b) In case of Permanent Partial Disablement (as specified in Basis of Assessment of Claims) the Company shall reduce the capital sum insured in respect of person to whom such sum shall become payable, by the amount admissible under the claim.

(v) The Proposer shall give immediate notice to the Company of any change in any of the business or occupation of any of the Insured Persons.

The Proposer shall on tendering any premium for the renewal of this policy give notice in writing to the Company of any disease, physical defect or infirmity with which any of the Insured Person(s) have become affected since the payment of the last preceding premium.

(vi) The scope of cover shall extend on a world wide basis, and therefore the cause of action may arise in India or elsewhere.

(vii) If the Insured during the continuance of the Policy is Insured against similar Janata Personal Accident Insurance Policy with more than one insurance Company, then the maximum aggregate liability of the all insurers irrespective of the number of such policies, shall be limited to a sum of Rs. 1,00,000/- or actual sum insured whichever is less.

8 Terms of Renewal:

a) The Policy can be renewed as a separate contract under the then prevailing ICICI Lombard Janata Personal Accident product or its nearest substitute (in case the product ICICI Lombard Janata Personal Accident Insurance is withdrawn by the Company) approved by IRDA.

b) The policy shall ordinarily be renewable except on grounds of fraud, moral hazard or misrepresentation or non- cooperation by the insured.

c) The policy could be subject to certain changes in terms and conditions including change in premium rate.

d) The insurer shall provide for a mechanism to condone a delay in renewal up to 30 days from the due date of renewal without deeming such condonation as a break in policy. However coverage need not be available for such period.

PART III OF SCHEDULE

V. General Terms and Clauses

Standard terms and conditions applicable to group benefits

1. Incontestability and Duty of Disclosure

The policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, misdescription or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this policy.

2. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this policy.

3. No constructive Notice

Any of the circumstances in relation to these conditions coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

4. Notice of charge etc.

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this policy but the receipt of the Insured or his legal personal representative shall in all cases be an effectual discharge to the company.

5. Special Provisions

Any special provisions subject to which this policy has been entered into and endorsed in the policy or in any separate instrument shall be deemed to be part of this policy and shall have effect accordingly.

6. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read *mutatis mutandis* with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

7. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Group Companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use/application.

8. Fraudulent claims

If any claim made by the insured person, is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy shall be forfeited.
Any amount already paid against claims which are found fraudulent later under this policy shall be repaid by all person(s) named in the policy schedule, who shall be jointly and severally liable for such repayment. For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person or by his agent, with intent to deceive the insurer or to induce the insurer to issue a insurance Policy:—

(a) the suggestion ,as a fact of that which is not true and which the Insured Person does not believe to be true;
(b) the active concealment of a fact by the Insured Person having knowledge or belief of the fact;
(c) any other act fitted to deceive; and
(d) any such act or omission as the law specially declares to be fraudulent

The company shall not repudiate the policy on the ground of fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such mis-statement of or suppression of material fact are within the knowledge of the insurer. Onus of disproving is upon the policyholder, if alive, or beneficiaries.

9. Cancellation/termination

a. Insured or the Company may cancel this Policy by giving the Company or the insured, as the case may be, 15 days written notice for the cancellation of the Policy, and then the Company shall refund premium on short term rates (if initiated by the insured) or pro rata rates (if initiated by the Company) for the unexpired Policy Period. The Company shall follow the below short period scale unless otherwise mutually agreed.

Short Period Scales- Policy Cancellation*	
Covered Upto Days	% of Refund
7	Up to 90%
30	Up to 75%
60	Up to 65%
90	Up to 50%
120	Up to 40%
180	Up to 25%
240	Up to 15%
Exceeding 240	Up to 0%

b. Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or has been lodged or any benefit has been availed by the Insured person under the Policy.

c. The Company may cancel the Policy at any time on grounds of mis-represenation, non-disclosure of material facts , fraud by the Insured Person, by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of mis-represenation ,non-disclosure of material facts or fraud.

10. Cause of Action/ Currency for payments

No Claims shall be payable under this policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this policy. All claims shall be payable in India in Indian Rupees only.

11. Free Look Period-

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the policy.

The insured person shall be allowed free look period of fifteen days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable. lf the insured has not made any claim during the Free Look Period, the insured shall be entitled to

1) a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges or
2) where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or
3) Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period

12. Withdrawal of Policy-

ln the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy. lnsured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period. as per IRDAI guidelines, provided the policy has been maintained without a break.

13. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the jurisdiction of Courts in Indiai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

14. Arbitration clause

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.

15. Renewal notice

The policy shall ordinarily be renewable except on misrepresentation by the insured person on grounds of fraud, The Company shall endeavor to give notice for renewal. However, the Company is not under

obligation to give any notice for renewal. Renewal shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy.Coverage is not available during the grace period. No loading shall apply on renewals based on individual claims experience

16. Notices

Any notice, direction or instruction given under this policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited
ICICI Lombard House,
414, Veer Savarkar Marg,
Near Siddhi Viniyak Temple,
Prabhadevi, Mumbai 400025

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.

17. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

18. Grievances

In case of any grievance, the insured person may contact the company through
Website : www.icicilombard.com
Toll Free : 1800 2666
E-Mail: customersupport@icicilombard.com
Courier: ICICI Lombard General Insurance Company Ltd.
ICICI Lombard House,
414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,
Prabhadevi, Mumbai- 400025

lnsured person may also approach the grievance cell at any of the company's branches with the details of grievance

lf lnsured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at Manager- Service Quality,
Corporate Manager- Service Quality, National Manager- Operations &finally Director-services and Business development at the following address:

ICICI Lombard General Insurance Company Limited,
ICICI Lombard House,
414, Veer Savarkar Marg,
Near Siddhi Vinayak Temple,
Prabhadevi, Mumbai- 400025

For updated details of grievance officer, kindly refer the link.. .https://www.icicilombard.com/grievance-redressal... .

If you are not satisfied with our response or do not receive a response from us within 15 days, you may approach

the Grievance Cell of the Authority at:

Insurance Regulatory and Development Authority of India;

Grievance Call Centre (IGCC) Toll Free No: 55255 Email ID: complaints@irda.gov.in

You can also register your complaint online at http://www.igms.irda.gov.in. You can also register your complaint through fax/letter by submitting your complaint to:

Consumer Affairs Department Insurance Regulatory and Development Authority of India; 9th floor, United India Towers, Basheerbagh; Hyderabad – 500 029, Telangana; Fax No: 91- 40 – 6678 9768.

lf lnsured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of lnsurance Ombudsman of the respective area/region for redressal of grievance as per lnsurance Ombudsman Rules 2017.

The details of Insurance Ombudsman are available below:

S no.	Name of office of insurance Ombudsman	Territorial Area of jurisdiction
1	AHMEDABAD Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
2	BENGALURU Office of the Insurance Ombudsman, Jeevan Soudha Building,PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
3	BHOPAL Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh Chattisgarh.
4	BHUBANESHWAR Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429	Orissa.

	Email: bimalokpal.bhubaneswar@cioins.co.in	
5	CHANDIGARH Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@cioins.co.in	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
6	CHENNAI Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
7	DELHI Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: bimalokpal.delhi@cioins.co.in	Delhi
8	ERNAKULAM Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
9	GUWAHATI Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
10	HYDERABAD Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 – 23376599	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

	Email: bimalokpal.hyderabad@cioins.co.in	
11	JAIPUR Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: Bimalokpal.jaipur@cioins.co.in	Rajasthan.
12	KOLKATA Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
13	LUCKNOW Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur,Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
14	MUMBAI Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
15	NOIDA Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 2514252 / 2514253	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar,

	Email: bimalokpal.noida@cioins.co.in	Ghaziabad, Hardoi, Shahjahanpur
16	PATNA Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	Bihar, Jharkhand.
17	PUNE Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: bimalokpal.pune@cioins.co.in	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

The updated details of Insurance Ombudsman are available on IRDA website: www.irdaindia.org, on the website of General Insurance Council: - *www.gbic.co.in*, website of the company www.icicilombard.com or can be obtained from any of the offices of the Company.

Statutory Warning: Prohibition of Rebates (Under Section 41 of Insurance Act, 1938) as amended by the Insurance Laws (Amendment) Act, 2015.

1) No person shall allow or offer to allow, either directly or indirectly as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property, in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing or continuing a Policy accept any rebate, except

such rebate as may be allowed in accordance with the published prospectuses or tables of the Insurer.

2) Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extended to ten lakh rupees.