

JANATA PERSONAL ACCIDENT POLICY

PREAMBLE

WHEREAS the Insured named in the Schedule hereto (hereinafter called the "Insured") has made and/or caused to be made to Reliance General Insurance Company Limited (hereinafter called "the Company") a written proposal and/or declaration as stated in the Schedule hereto which together with any statements and warranties contained therein shall be the basis of this contract and is/are deemed to be incorporated herein, for the insurance hereinafter set forth in respect of persons specified in the Schedule (hereinafter called the "Insured Persons"):

OPERATIVE CLAUSE

NOW THIS POLICY WITNESSETH that in consideration of the payment made or to be made, in such manner and within such time, as may be prescribed under the provisions of the Insurance Act, 1938, and the rules made thereunder to the Company, of the premium for the period stated in the Schedule or for any further period for which the Company may accept payment for the renewal of this Policy and subject to the terms, provisions, exceptions and conditions herein expressed or contained or hereon endorsed, the Company shall, if any of the Insured Persons shall sustain any bodily injury resulting solely and directly from accident caused by external violent and visible means, pay to the Insured to the extent and manner hereinafter set forth in respect of such Insured Persons specified in the Schedule -

- a) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the death of the Insured Person, the sum insured stated in the Schedule hereto, applicable to such Insured Person;
- b) if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:
 - i) sight of both eyes, or of the actual loss by physical separation of two entire hands or two entire feet, or of 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, the sum insured stated in the Schedule hereto applicable to such Insured Person;
 - ii) use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the sum insured stated in the Schedule hereto, applicable to such Insured Person.
- c) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of:

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- i) the sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot, fifty percent (50%) of the sum insured stated in the Schedule hereto, applicable to such Insured Person;
- ii) use of a hand or a foot without physical separation, fifty percent (50%) of the sum insured stated in the Schedule hereto applicable to such Insured Person.

NOTE: For the purpose of Clauses (b) and (c) above, 'physical separation' of a hand means separation at or above the wrist and of the foot means at or above the ankle.

- d) If such injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in or 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 the Schedule hereto applicable to such Insured Person.

EXCEPTIONS

Provided that the Company shall not be liable under this Policy for -

1. Payment of compensation in respect of injury or disablement directly or indirectly arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
2. Death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by child birth or from pregnancy or in consequence thereof.
3. Compensation under more than one of the foregoing Clauses (a), (b) or (d) in respect of the same period of disablement of the Insured Person.
4. Any other payment to the same person after a claim under one of the foregoing Clauses (a), (b) or (d) has been admitted and become payable.
5. Any payment in excess of sum insured mentioned under the Policy during the policy period.
6. Payment of compensation in respect of death, injury or disablement of the Insured Person (a) from intentional self-injury, suicide or attempted suicide, (b) whilst under the influence of intoxicating liquor or drugs (c) directly or indirectly caused by insanity, (d) arising or resulting from the Insured Person committing any breach of law with criminal intent.
7. 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

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war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.

8. Payment of compensation in respect of, death of, or bodily injury or any disease or illness to the Insured Person directly or indirectly caused by or contributed to by or arising from -
 - a) ionizing radiation or contamination by radioactivity from any source whatsoever
 - b) nuclear weapons material.

Provided that due observance and fulfillment of the terms and conditions of this Policy (which conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to any thing to be done or not to be done by the Insured and/or Insured Person and the truth of the statements and answers in the said written proposal shall be a condition precedent to any liability of the Company under this Policy.

9. This Policy shall not extend to cover death or disablement resulting directly or indirectly caused by, contributed to or aggravated or prolonged by misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured.

CONDITIONS

- 1) 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. Unless reasonable cause is shown, the Insured Person/Nominee should within one calendar month after the event, which may give rise to a claim under the Policy, give written notice to the Company with full particulars of the claim.
- 2) Proof satisfactory to the Company shall be furnished of all matters upon which claim is based. Any medical or other agent of the Company shall be allowed to examine the Insured Person 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 post-mortem examination of the body of the Insured and such evidence as the Company may from time to time require (including a post-mortem examination, if necessary) shall be furnished within the space of fourteen days after demand in writing. Provided that in the case of a claim by death or permanent total disablement all sums shall be payable only on the delivery of this Policy cancelled and discharged
- 3) The Company shall not be liable to make any payment under this Policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person on behalf of the Insured.

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- 4) The Company may at any time, by notice in writing, terminate this Policy, provided that the Company shall in that case return to the Insured the then last paid premium less a prorata part thereof for the portion of the current insurance period which shall have expired. Such notice shall be deemed sufficiently given if posted and addressed 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 or the Policy may be cancelled at any time by the Insured by a notice in writing under certificate of posting or by Regd. A/D. Such notice shall be deemed to be effective from the date of despatch of the same by the Insured.

PROVIDED no claim has arisen under a Policy prior to the despatch of such notice by the Insured to the Company, the Insured shall be entitled to a return of premium less premium at Company's short period scales (Table given herebelow), for the period the Policy has been in force.

Table of Short Period Scales	
Period of Risk	Premium to be charged (% of the Annual Rate).
Up to one month	25%
Up to three months	50%
Up to six months	75%
Above six months	Full Annual Rate.

- 5) The Company shall not be bound to take 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 / Nominee shall in all cases be a full, valid and effectual discharge to the Company.
- 6) 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 thereto 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 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 the Company has disputed or not accepted liability under or in respect of this Policy.

7. The Company agrees and undertakes to pay claim subject to the maximum total sum insured under this Policy provided that Company is bound and liable to pay in

accordance with the terms and conditions of this Policy only and only if a demand or claim on the Company in writing is made within 12 (twelve) months of the occurrence of any event giving rise to a claim hereunder.



**Reliance
General Insurance
Company Limited**

Regd. Office : 3rd floor, Maker Chambers IV, Nariman Point, Mumbai - 400 021.

JANATA PERSONAL ACCIDENT INSURANCE

Proposal Form

NOTE: PLEASE ANSWER EVERY QUESTION FULLY

(The Policy does not commence until the proposal is accepted and premium paid)

Area Office Code/Service Centre Code			
Broker/Agent Name & code		Code	

Proposer's Details

1. Name of the Proposer				
2. Customer ID.				
3. Name of the person to be insured.				
4. Relationship between the Proposer and the Insured Person.				
5. Address of the Proposer	Plot No/Door No.		Building name	
	Road			
	Area			
	City		Pincode	
	State			
	Phone No.			
E-mail Id				
6. Profession, trade, business or occupation of the Proposer				

7. What is the average monthly income from : (i) Gainful employment (ii) Other sources Total	Rs.... Rs..... Rs.....
8. Date of birthDay.....Month.....Year
9. Have you suffered or do you suffer from (<i>Full particulars must be given in case the answer is 'yes' to any of the following queries</i>): (a) Any physical defect or infirmity (b) Gout/arthrititis or diabetes, paralysis, fits of any kind or any other chronic disease. (c) Any other disability	a) b) c)
10. Please indicate the sum insured	
11. Details of Other JPA policies held by you	
12. Period of Insurance	

Declaration and undertaking by the Proposer

I/We hereby declare that I/we do not suffer from any physical disability /loss/incapacity and understand that the Company shall not pay for the existing physical disablement/loss/incapacity, which is mentioned above.

I/We hereby further declare that the statements, answers and particulars made by me/us in this proposal form are correct, complete and true to the best of my/our knowledge and belief. It is hereby understood and agreed that the statements, answers and particulars provided hereinabove are the basis on which this insurance is being granted and that if, after the insurance is effected, it is found that any of the statements, answers or particulars are incorrect or untrue in any respect, the Company shall have no liability under this insurance.

I/We agree and undertake to convey to Reliance General Insurance Company Limited any additions/alterations carried out in the risk proposed for insurance after submission of the proposal form.

Date:

Place:

Signature of the Proposer.

Signature of the person to be insured.

NOMINATION

I, _____ do hereby nominate Shri
/Smt/Ms _____ (name) _____
(relation to the insured) to receive all monies payable by Reliance General Insurance
Company Limited in the event of my death and I further declare that his/her/their receipt
shall be a full, valid and effectual discharge to the Company.

Dated this _____ day of _____ 200_ at _____.

Signature of the Policyholder.

Witness:

Signature:

Name:

Address:

PROHIBITION OF REBATE

SECTION 41 OF INSURANCE ACT, 1938

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.

Any person making default in complying with the provisions of this section shall be punishable with fine, which may extend to Five Hundred Rupees.



**Reliance
General Insurance
Company Limited**

(Registered Office: 3rd Floor, Maker Chambers IV, Nariman Point, Mumbai 400 021)

Janata Personal Accident Policy

SCHEDULE

1. Agency :		Policy Number :		
2. The Company : Reliance General Insurance Company Limited.		Issuing Office :		
3. Date of proposal and Declaration:				
4. Period of Insurance From :		To Midnight of :		
(both days inclusive)				
INSURED				
5. Name :		Profession/Occupation/Nature of Business:		
Address :				
6. Sum Insured				
SCHEDULE OF PERSONS INSURED				
Sl. No.	Name of Insured Person	Age	Occupation	Sum Insured(Rs.)
(Please attach separate slip if the space is not sufficient).				
8 Premium :				
Net Premium		Rs.		
Service Tax		Rs.		
Total		Rs.		
Special Conditions if any				
IN WITNESS WHEREOF THIS POLICY HAS BEEN SIGNED AT Mumbai this..... day of 200 .				
For Reliance General Insurance Company Limited,				
Authorised Signatory				



Reliance

General Insurance Company Limited

(Reg. Office: 3rd floor, Maker Chambers IV, Nariman Point, Mumbai – 400 021)

RGICL/MI-JPA/Form 5

Janata Personal Accident Insurance

Premium Schedule

The premium payable will depend on the sum insured selected.

Sum insured (Rs.)	Premium (Rs.)
25,000	15.00
50,000	30.00
75,000	45.00
1,00,000	60.00

The Policy will be normally issued for one year. A Policy may also be obtained for a long term upto 5 years. Where the Policy is issued for a term of 5 years, a long term discount of 10% will be allowed.

Long term policies may be cancelled at the request of the insured after retaining the premium for the expired risk on annual basis (part of a year shall also be recorded as one year).

Group Discount:

A Group Policy may be issued to groups of persons, employers for their employees or by any Institution/Society/Club for their members.

A Group shall fall under any one of the following categories:

- Employer – employee relationship including dependants of employees.
- Pre-identified segments / groups where the premium is to be paid by the State / Central Government.
- Members of registered Co-operative Societies / Primary Agriculture Credit Societies.
- Members of registered Service Clubs.
- Holders of Kissan Credit Cards.
- Holders of Deposit Certificates issued by Co-operative Banks / Regional Rural Banks / other banks.

Group discount pattern -



- Discount will be allowed depending on group size as per table given below.
- No group discount will be given on anticipated group size.
- Group discount will be considered only on actual number of members constituting the group at the time of taking out the Policy.

Group Size	Discount %
101-1000	5
1001-10,000	7,5
10,001-50,000	10
50,001-1,00,000	12.5
1,00,001-2,00,000	15
2,00,001-5,00,000	20
5,00,001-10,00,000	25
Above 10,00,001	30



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JANATA PERSONAL ACCIDENT INSURANCE

CLAIM FORM

The issue of this form is not to be construed as an admission of liability:

Policy No		Claim No.	
		Date of registration	
Area Office Code/Service Centre Code			
Broker/Agent Name & code		Code	

1. Name of the Insured & Customer ID			
2. Address of the Insured	Plot No/Door No.	Building name	
	Road		
	Area		
	City	Pin code	
	State		
	Phone No.		
E-mail Id			
3. Profession or Occupation			

4. Policy Period	
5. Sum Insured	Rs.

6. a) When did the accident occur?	Date Time Place
b) Whether reported to the police	Yes / No
c) If yes, Please furnish details of FIR	FIR No: Date: Police Station:
7. a) Were you removed to hospital immediately after the accident?	Yes / No
b) If yes, Name & address of the hospital	
8. a) Have you taken any other Janata Personal Accident Policy? If yes, please state i) Name of the Company	Yes /No

ii) Address of the Company iii) Policy No. iv) Period of insurance	
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SECTION II (To be completed by hospital authorities)

1. Name and Address of the Hospital	
2. Whether admitted as in-patient /out-patient/emergency case	
3. Date of Admission	
4. Date of discharge	
5. a) Nature of injury b) Particulars of treatment	
6. Has the accident resulted into loss of hand/s or foot/feet or eye/s or permanent disability of any other type which may prevent the insured from engaging in or being occupied with or giving attention to any employment or occupation whatsoever? If yes, please give details.	
Date:	
Signature of the Competent Authority of Hospital /Nursing Home	
Name : Designation :	

SECTION III (To be completed by nominee, in the event of insured's death)

DETAILS OF NOMINEE	
a) Full Name b) Address c) Age d) Relationship with the deceased	
Date:	
Signature of the Nominee	

The following documents may please be attached:

1. Death Certificate
2. Post-Mortem Report
3. Original Policy
4. Copy of F I R

**Declaration to be signed by the Insured or by the Nominee
(in the event of death of Insured Person)**

I **HEREBY DECLARE** and warrant the truth of the foregoing particulars in every respect. I have not concealed or suppressed any facts and I agree that if I have made or shall make false or untrue statement or conceal any material information, my rights for compensation shall be forfeited.

I **ALSO HEREBY DECLARE** that I am accepting the amount of Rs. _____ in full discharge of your obligations under the policy to the insured and/or his/her legal heirs and I will hold you indemnified in the event of any claim under this policy being made against you by any other person or persons.

Date

Signature