



Janta Personal Accident Insurance -Policy Wording

JANTA PERSONAL ACCIDENT POLICY (Group)

WHEREAS the Insured/ members named in the Schedule hereto had made or caused to be made to Shriram General Insurance Co. Ltd. (hereinafter called the 'Company') a written proposal dated as stated in the Schedule hereto (warranting the truth of the statements contained therein) which is the basis of this Contract and is deemed to be incorporated herein and has paid to the Company the premium herein stated for the insurance specified hereinafter 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.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will pay the Insured/ members person as hereinafter mentioned.

- 1) If at any time during the currency of this Policy, the Insured/ members shall sustain any bodily injury resulting solely and directly from accident caused by external, violent and visible means, then the Company shall pay to the Insured/ members or his legal personal representative(s), as the case may be, the sum or sums hereinafter set forth, that is to say :
 - a) If such injury shall within twelve calendar months of its occurrence be the sole and direct cause of the accidental **death** of the Insured/ members, the Capital Sum Insured/ members (CSI) stated in the Schedule hereto.
 - 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:
 1. sight of both eyes or 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, the Capital Sum Insured/ members in the Schedule hereto.
 2. Use of two hands or two feet, or of one hand or one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot, the Capital Sum Insured/ members stated in the Schedule hereto.
 - 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
 - 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 Capital Sum Insured/ members stated in the schedule hereto :
 - ii) total and irrecoverable loss of use of hand or a foot without physical separation, fifty percent (50%) of the Capital Sum Insured/ Insured person stated in the Schedule hereto.

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

- d) If such injury shall as a direct consequence thereof, immediately, permanently and absolutely, disable the Insured/ members from engaging in any employment or occupation of any description whatsoever, then lump sum equal to hundred percent (100%) of the Capital Sum Insured/ Insured person.

ADDITIONAL BENEFITS

CARRIAGE OF DEAD BODY:

It is hereby agreed that in the event of the accidental of the Insured/ members due to accident, as defined in the Policy, outside his/her residence, the Company shall pay, in addition to the amounts payable under Sub-Clause (a), for transportation of Insured/ Insured person Person's Dead body to the place of residence, a lump sum of Rs. 500/-,.

EXCEPTIONS

PROVIDED ALWAYS THAT:

The Company shall not be liable under this Policy for:

- 1) Compensation under more than one of the foregoing Sub-Clauses in respect of the same period of disablement.
- 2) Any other payment after a claim under one of the Sub-Clauses (a), (b) or (d) has been admitted and become payable. This would not apply to payments made under medical expenses extension (if opted) and expenses for carriage of dead body.
- 3) Any payment, in case of more than one claim under the Policy, during any one period of insurance by which the maximum liability of the Company in that period would exceed the sum payable under sub-clauses (a) of this Policy. This would not apply to payments made under medical expenses extension (if opted) and expenses for carriage of dead body.
- 4) Payment of compensation in respect of accidental **death**, Injury or Disablement of the Insured/ members (a) from intentional self-injury, suicide, (b) whilst under the influence of **intoxicating liquor, alcohol or drugs** (c) whilst engaging in Aviation or Ballooning whilst mounting into, 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, (d) directly or indirectly caused by venereal disease/s, AIDS or insanity, (e) arising or resulting from the Insured/ members committing any breach of law with criminal intent.

'Standard type of Aircraft' means any aircraft duly licensed by appropriate authority to carry passengers (for hire or otherwise) 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 multi-engine.

- 5) Payment of compensation in respect of Accidental **death**, Injury or Disablement of the Insured/ 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 by all kings, princes and people of whatsoever nation, condition or quality.
- 6) Payment of Compensation in respect of accidental **death** of, or bodily injury or any disease of illness to the Insured/ members:
 - a) directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste 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 material. Provided also that the 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 anything to be done by the Insured/ members be a condition precedent to any liability of the Company under this Policy.

- 7) Pregnancy Exclusion Clause : The Insurance under this Policy shall not extend to cover 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.

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**. In case of accidental death, written notice also for the accidental death must, unless reasonable cause is shown, be so given before internment, cremation and. In any case, within one calendar month after the accidental 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 of amputation.
- 2) 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/ members 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 accidental death, to make a post-mortem examination of the body of the Insured/ Insured person. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report, if necessary, be furnished within the space of fourteen days after demand in writing and in the event of a claim in respect of loss of sight the Insured/ members' shall undergo at the Insured/ members' expense such operation or treatment as the Company may reasonably deem desirable. Provided that all sums payable hereunder shall be payable.

In case of accidental death or permanent total disablement only after deleting by an endorsement the name of the Insured/ members in respect of whom such sum shall become payable without any refund of premium.

- 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/ Insured person or by any person on behalf of the Insured/ members
- 4) This Policy will not entitle the customer for refund of premium once a claim is reported with the insurer. The claim cited in respect of benefits (1) to (4) will always be subject to the sum insured/ members stated in the Policy.
- 5) The Insured/ Insured person 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 he has become affected since the payment of last preceding premium.

This Policy may be renewed by mutual consent every year and in such event the renewal premium shall be paid to the Company on or before the date of expiry of the Policy or of the subsequent renewal thereof. The Company shall not, however, be bound to give notice that such renewal premium is due.

- 6) **CANCELLATION:** The Company may at any time, cancel this Policy, by giving 15 days notices in writing by Regd. A/D. to the Insured/ Insured Person at his last known address in which case, the Company shall return to the insured the then last paid premium less a pro-rata part thereof for the portion of the current insurance period which shall have expired. The Insured/ Insured Person may also give 15 days' notice in writing provided that there has been no claim under the Policy, to the Company, for the cancellation of this policy, in which case the Company shall retain the premium for the period this Policy has been in force at the Company's short period scales.

Policy Period Required	% of Annual Rate
Not exceeding 1 week	12.5 % of Annual Rate
Not exceeding 1 month	25 % of Annual Rate
Not exceeding 2 months	37.5 % of Annual Rate

Not exceeding 3 months	50 % of Annual Rate
Not exceeding 4 months	62.5 % of Annual Rate
Not exceeding 6 months	75 % of Annual Rate
Not exceeding 8 months	87.5 % of Annual Rate
Exceeding 8 months	Full Annual Rate

- 7) 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/ members or his legal personal representatives shall in all cases be an effective discharge to the Company.
- 8) If any dispute or difference shall arise to the quantum to be paid under the policy liability being otherwise admitted such difference shall independently all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to of 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.

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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability to the Insured/ Insured person for any claim hereunder and such claim shall not within 12 calendar months from the date of such disclaimer have been made the subject matter of a suit in a court of Law, the claim shall for all purposes be deemed to have been abandoned and shall not thereafter recoverable hereunder.

“ADD ON” COVER - MEDICAL EXPENSES (For Group Only)

In consideration of the payment of an additional premium as shown in the policy schedule it is hereby agreed and declared that notwithstanding anything in the within written policy contained to the contrary, this insurance is extended to cover the medical expenses necessarily incurred and expended in connection with any accident as specified in the Policy, for which a claim is made by the Insured/ members and admitted by the Company.

The Company shall reimburse to the Insured/ members an amount not exceeding **10% of the Capital Sum Insured or 40% of the admissible claim amount whichever is less**. Further, it is a condition precedent to the payment of such medical expenses that the medical attendant's detailed account shall be submitted to and is approved by the Company.

PROVIDED ALWAYS THAT:

- 1) This insurance shall not apply, in so far as it applies to a female to expenses incurred in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing, unless otherwise provided hereafter.
- 2) The Company shall not be liable to make any payment under this Policy in respect of :-
 - i. Disease, Injury, accidental **death** or Disablement directly or indirectly due to War, Invasion, Act of Foreign Enemy Hostilities or Warlike Operations (whether war be declared to nor) or Civil Commotion or Rebellion Military, Naval or Air Service or

- Breach of Law of Hunting, steeple-chasing, Revolution, Insurrection, Mutiny, engaging in aviation other than a passenger (fare paying or otherwise) in any licensed Standard Type of Aircraft.**
- ii. **Circumcision or Strictures or Vaccination or Inoculation or change of life or beauty treatment of any description or dental or eye treatment or Intentional self injury or insanity or dissipation or Nervous Breakdown (which expression shall cover also general debility “run down” conditions and General “overhaul”) or Venereal Disease or intemperance or the use of intoxicating drugs or liquors or any diseases, injury, accidental death or disablement directly or indirectly due to any one or more of them.**

Subject otherwise to the terms, exceptions, conditions and limitations of this Policy.

N.B. - IN THE EVENT OF DISHONOUR OF PREMIUM CHEQUE THE POLICY AUTOMATICALLY STANDS CANCELLED AS FROM INCEPTION.

Complaints / Grievance Redressal System

Shriram General Insurance Company Limited has put in place a mechanism administered by the Complaints / Grievance Co-ordinator who can be reached at the Corporate Office at the address mentioned herein below:

Contact Person: Hemant Kumar Sharma, Company Secretary

Contact Address: Shriram General Insurance Co. Ltd.
E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022

Grievance Cell No.: 1800-180-7474, 1800-300-30000

E-mail ID: md@shriramgi.com

Fax No.: 91-141-2770693

Customized grievance Settlement Machinery:

In case, the customer is not satisfied with the decision taken by the office in respect of a service, he/she can appeal against the decision in the following manner:

- a) If not satisfied with the decision taken by the dealing officer, can appeal to the Branch Manager.
- b) In case not satisfied with the reply given by the Branch Manager, matter may be brought to the notice of Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD.

You can also reach us by email or register their complaints on the website of the Company. You may please take note that in case you are not satisfied with the complaint redressal procedure or complaint /resolution from the Company, you can approach the Insurance [Ombudsman](#) located in your region. The list of Ombudsmen are as under:

Office of the Ombudsman	Name of the Ombudsmen	Contact Details	Areas of Jurisdiction

AHMEDABAD	Shri Amitabh	Insurance Ombudsman Office of the Insurance Ombudsman 2 nd floor, Ambica House Nr. C.U.Shah College 5, Navyug Colony, Ashram Road, AHMEDABAD – 380 014 Tel.079-27546150 Fax:079-27546142 E-mail: insombahd@rediffmail.com	Gujarat , UT of Dadra & Nagar Haveli, Daman and Diu
BHOPAL	Shri N.A.Khan	Insurance Ombudsman Office of the Insurance Ombudsman Janak Vihar Complex, 2 nd floor Malviya Nagar, BHOPAL Tel. 0755-2769201/02 Fax:0755-2769203 E-mail: bimalokpalbhopal@airtelbroadband.in	Madhya Pradesh & Chhattisgarh
BHUBANESHWAR	Shri S.K.Dhal	Insurance Ombudsman Office of the Insurance Ombudsman 62, Forest Park BHUBANESHWAR – 751 009 Tel.0674-2596461(Direct) Secretary No.:0674-2596455 Tele Fax - 0674-2596429 E-mail: ioobbsr@dataone.in	Orissa
CHANDIGARH	Shri K.M.Chadha	Insurance Ombudsman Office of the Insurance Ombudsman S.C.O. No.101, 102 & 103 2 nd floor, Batra Building Sector 17-D , CHANDIGARH – 160 017 Tel.: 0172-2706196 Fax: 0172-2708274 E-mail: ombchd@yahoo.co.in	Punjab , Haryana, Himachal Pradesh, Jammu & Kashmir , UT of Chandigarh
CHENNAI	Shri K.Sridhar	Insurance Ombudsman Office of the Insurance Ombudsman Fatima Akhtar Court , 4 th floor, 453 (old 312) Anna Salai, Teynampet, CHENNAI – 600 018 Tel. 044-24333678 Fax: 044-24333664	Tamil Nadu, UT– Pondicherry Town and Karaikal (which are part of UT of Pondicherry)

		E-mail: insombud@md4.vsnl.net.in	
NEW DELHI	Shri R.Beri	Insurance Ombudsman Office of the Insurance Ombudsman 2/2 A, Universal Insurance Bldg. Asaf Ali Road NEW DELHI – 110 002 Tel. 011-23239611 Fax: 011-23230858 E-mail: jobdelraj@rediffmail.com	Delhi & Rajasthan
GUWAHATI	Shri Sarat Chandra Sarma	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Nivesh, 5 th floor Nr. Panbazar Overbridge , S.S. Road GUWAHATI – 781 001 Tel. : 0361-2131307 Fax:0361-2732937 E-mail: omb_ghy@sify.com	Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
HYDERABAD	Shri P.A.Chowdary	Insurance Ombudsman Office of the Insurance Ombudsman 6-2-46 , 1 st floor, Moin Court Lane Opp. Saleem Function Palace, A.C.Guards, Lakdi-Ka-Pool HYDERABAD – 500 004 Tel. 040-23325325 Fax: 040-23376599 E-mail: hyd2_insombud@sancharnet.in	Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry
ERNAKULAM	Shri James Muricken	Insurance Ombudsman Office of the Insurance Ombudsman 2 ND Floor, CC 27/2603, Pulinat Building , Opp. Cochin Shipyard, M.G. Road , ERNAKULAM – 682 015 Tel: 0484-2358734	Kerala , UT of (a) Lakshadweep , (b) Mahe – a part of UT of Pondicherry

		Fax:0484-2359336 E-mail: iokochi@asianetglobal.com	
KOLKATA	Shri K.Rangabhashyam	Insurance Ombudsman Office of the Insurance Ombudsman North British Bldg. 29, N.S. Road , 3 rd floor, KOLKATA – 700 001 Tel.:033-22134869 Fax: 033-22134868 E-mail : iombkol@vsnl.net	West Bengal , Bihar , Jharkhand and UT of Andaman & Nicobar Islands , Sikkim
LUCKNOW	Shri M.S.Pratap	Insurance Ombudsman Office of the Insurance Ombudsman Jeevan Bhawan, Phase 2, 6 th floor, Nawal Kishore Rd. Hazratganj, LUCKNOW – 226 001 Tel.:0522-2201188 Fax: 0522-2231310 E-mail: ioblko@sancharnet.in	Uttar Pradesh and Uttaranchal
MUMBAI	Shri R.K.Vashishtha	Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Seva Annexe, 3 rd floor, S.V.Road, Santacruz(W), MUMBAI – 400 054 PBX: 022-26106928 Fax: 022-26106052 E-mail: ombudsman@vsnl.net	Maharashtra