

## INDUSIND - JANATA PERSONAL ACCIDENT POLICY (GROUP) - POLICY WORDINGS

### SECTION 1: PREAMBLE

Conditions applicable to the **Master Policy Holder**:

The **Master Policy Holder** as mentioned in the Policy Schedule/**Certificate of Insurance** to this **Policy** has

- By way of requesting to IndusInd General Insurance Company Limited (hereinafter called “the **Company**”) for issuance of the **Master Policy** under which this **Policy** has been issued, has disclosed all the relevant information required by the **Company** for deciding on the issuance of **Master Policy** and
- Paid appropriate premium and has agreed to undertake to pay subsequent premiums, if any, by their due dates
- Agreed that all **Certificates** of Insurance, wherever issued areas per the terms and conditions as agreed upon in the **Master Policy**

Conditions applicable to the **Certificate Holder**:

The Certificate Holder mentioned so in the Certificate of Insurance to this Policy has:

- By way of submitting a Proposal or declaration, consent or any other document (either directly or through Master Policyholder), applied to IndusInd General Insurance Company Limited (hereinafter called “the **Company**”) for this insurance **Policy**, and has disclosed all the relevant information required by the **Company** for deciding on the question of acceptance of this proposal and issuance of the **Policy**.
- Paid appropriate premium and has agreed to undertake to pay subsequent premiums, if any, by their due dates and
- Agreed and understood that the **Certificate of Insurance** will be governed by the terms and conditions of the **Master Policy**.

### SECTION 2: DEFINITIONS

The terms defined below have the meanings as ascribed to them below wherever they appear in this **Policy** and, where appropriate, references to the singular include references to the plural; references to the male include the female and references to any statutory enactment include subsequent changes to the same and vice versa.

#### 2.1 STANDARD DEFINITIONS

1. **Accident** means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.
2. **Bank Rate** means bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due.
3. **Complainant** means a **Policyholder** or prospect or any beneficiary of an insurance policy who has filed a **Complaint** or **Grievance** against the **Company** or a **Distribution Channel**.
4. **Complaint or Grievance** means written expression (includes communication in the form of electronic mail or other electronic scripts), of dissatisfaction by a **Complainant** with insurer, **Distribution Channels**, intermediaries, insurance intermediaries or other regulated entities about an action or lack of action about the standard of service or deficiency of service of such insurer, **Distribution Channels**, intermediaries, insurance intermediaries or other regulated entities. Explanation: An inquiry or request would not fall within the definition of the “Complaint” or “Grievance”
5. **Condition Precedent** means a **Policy** term or condition upon which the **Company's** liability under the policy is conditional upon
6. **Disclosure to information norm**: The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or nondisclosure of any material fact.
7. **Distribution Channels** means persons and entities authorized by the Authority to involve in sale and service of insurance products. For the purpose of this **Policy**, it means the **Distribution Channels** who is an Intermediary of the **Company**.
8. **Grace Period** means specified period of time immediately following the premium due date during which a payment can be made to renew or continue the Policy in force without loss of continuity benefits such as waiting period and coverage of preexisting diseases. Coverage is not available for the period for which no premium is received.

9. **Hospital** means any institution established for in-patient care and day care treatment of disease/ injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under Schedule of Section 56(1) of the said Act, OR complies with all minimum criteria as under:
  - a. Has qualified nursing staff under its employment round the clock;
  - b. Has at least ten inpatient beds, in those towns having a population of less than ten lakhs and fifteen inpatient beds in all other places;
  - c. Has qualified medical practitioner (s) in charge round the clock;
  - d. Has a fully equipped operation theatre of its own where surgical procedures are carried out
  - e. Maintains daily records of patients and shall make these accessible to the Company's authorized personnel.
10. **Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a medical practitioner.
11. **Medical Practitioner** means a person who holds a valid registration from the Medical Council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the licence.
12. **Migration** means the right accorded to health insurance **Policyholders** (including all members under family cover and members of group health insurance policy), to transfer the credit gained for **Pre-Existing conditions** and time bound exclusions, with the same insurer.
13. **Notification of Claim** means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication
14. **Renewal** means 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.

## 2.2 SPECIFIC DEFINITIONS

1. **Age** means age of the Insured person on last birthday as on date of commencement of the Policy.
2. **Certificate of Insurance** means the **certificate** issued to the **Certificate Holder /Insured** in line with the terms and conditions as agreed upon in the **Master Policy** attached to and forming part of this insurance contract mentioning details including but not limited to, details of the **Insured Persons**, coverage, sections and benefits applicable, the **Sum Insured**, the **Policy Period**, premium paid (including duties, taxes and levies thereon).
3. **Certificate Period End Date** means the Date and Time at which the coverage expires for **Insured** and as appearing in the **Certificate of Insurance**.
4. **Certificate Period Start Date** means the Date and Time at which the **Insured** is enrolled under the **Policy** is the **Certificate Period Start Date** as appearing in the **Certificate of Insurance**. It must lie within the **Master Policy Period**.
5. **Child** means Insured Person's biological or legally adopted son or daughter, whose completed age is between 3years to 25 years as on **Certificate Period Start Date**, and who is financially dependent on the **Insured Person** and does not have an independent source of income.
6. **Company** means IndusInd General Insurance Company Limited.
7. **Credit Linked Insurance Policy** means a **Policy** sold in conjunction with a credit or loan availed by the **Insured Person** from a recognised financial institution.
8. **Family** means as defined in the **Certificate of Insurance/Policy Schedule**. For the purposes of this **Policy**, it shall include the **Policyholder** and anyone or more of the family members as mentioned below:
  - a. legally wedded spouse
  - b. Dependent children (i.e. biological or adopted) upto 25 years.



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- c. Parents and Parents-in-law may also be considered to be eligible **Insured Persons** if so agreed with the **Company**, and in such case they shall also fall under the term **Family**.
9. **Group** means a **Group** formed with a minimum size of 25 persons with a commonality of purpose and is not formed with the main purpose of availing itself of insurance. There shall be a clearly evident relationship as specified by the Authority from time to time between the members of the group and the **Master Policyholder**.
  10. **Insured Person/Insured** means a person accepted by the **Company** to be **Insured** (either on named or unnamed basis) under this **Policy** and who meets and continues to meet all the eligibility requirements of the Policy and with respect to whom the premium has been received by the **Company**.
  11. **Master Policy Holder** means an entity, who facilitates selling and solicitation of this Policy and there is a clearly evident relationship between the entity and the **Insured Person** and has agreed on the coverage, premiums, terms and conditions. These preagreed terms and conditions form the **Master Policy** and shall be the basis of the coverage offered to the **Certificate Holder/ Insured**.
  12. **Master Policy Period** means the period commencing from the **Master Policy Period Start Date** and ending on the **Master Policy Period End Date** and as specifically appearing in the **Master Policy** or the date of cancellation /termination of the **Master Policy**, whichever is earlier.
  13. **Master Policy Period End Date** means the date and time on which the **Master Policy** expires, as specifically appearing in the **Master Policy**
  14. **Master Policy Period Start Date** means the date and time on which the **Master Policy** commences, as specifically appearing in the **Master Policy**.
  15. **Nominee** means the person whose name specifically appears as such in the **Certificate of Insurance/Policy** Schedule and is the person to whom the proceeds under this **Policy**, if any, shall become payable in the event of the death of the **Policyholder**. Nominee for all other Insured Person(s) shall be the **Policyholder** himself.
  16. **Policy** means these Policy wordings, the **Certificate of Insurance** 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 person, what is excluded from the cover and the terms & conditions on which the **Policy** is issued to the **Insured Person**
  17. **Policy holder** means the person who is the Proposer and whose name (in case of named policies) specifically appears in the **Policy Schedule or Certificate of Insurance** as such. The **Policyholder** can alternatively be called as **Certificate Holder**
  18. **Policy Period** means a period beginning from the **Certificate Period Start Date**, as specified in **Certificate of Insurance**; and ending on the **Certificate Period End Date** as specified in the **Certificate of Insurance** or on the date of cancellation of the **Policy**, whichever is earlier.  
For the purposes of this **Policy**, the **Policy Period** shall be one year for **Non-Credit Linked Insurance Policy**, and maximum upto 5 years for **Credit Linked Insurance Policy**. Event-based policy may be issued for less than 1 year term.
  19. **Policy Schedule** means **Policy Schedule** issued to the **Master Policyholder** as per agreed terms and conditions, attached to and forming part of this insurance contract mentioning details including but not limited to, coverage, sections and benefits applicable, the **Sum Insured/ the Policy Period** offered, premium details
  20. **Sum Insured** means the pre-defined limit specified in the Policy Schedule/**Certificate of Insurance**. **Sum Insured** represents the maximum, total and cumulative liability for any and all claims made under the **Policy**, in respect of that **Insured Person**

### SECTION 3: SCOPE OF COVER

The **Company** hereby agrees subject to the terms, conditions and exclusions contained or expressed herein, to compensate the **Insured Person/Certificate holder** as per the covers and limits specified in the **Policy Schedule/Certificate of Insurance**.

#### 3.1 Accidental Death

The **Company** shall pay the benefit equal to 100% of **Sum Insured** to the Nominee /Legal Heir/Assignee as specified in the **Policy Schedule/Certificate of Insurance**, on Death of the **Insured Person**, due to an **Injury** sustained in an **Accident** during the **Policy Period**, provided that the **Insured Person's** death occurs within 12 months from the date of the **Accident**.



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### 3.2 Permanent Total Disablement

The **Company** shall pay the benefit equal to 100% of **Sum Insured**, specified in the **Policy Schedule/Certificate of Insurance**, if an **Insured Person** suffers Permanent Total Disablement of the nature specified below, solely and directly due to an **Accident** during the **Policy Period**, provided that the Permanent Total Disablement occurs within 12 months from the date of the **Accident**.

The total and irrecoverable loss of:

- 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 or
- 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
- If such Injury shall as a direct consequence thereof, permanently, and totally, disables the Insured Person from engaging in any employment or occupation of any description whatsoever.

### 3.3 Permanent Partial Disablement

The **Company** shall pay the benefit equal to 50% of **Sum Insured**, specified in the **Policy Schedule/Certificate of Insurance**, if the **Insured Person** suffers Permanent Partial Disablement of the nature specified below solely and directly due to an **Accident** during the **Policy Period**, provided that the Permanent Partial Disablement shall occur within 12 months of the date of the **Accident**.

The total and irrecoverable loss of:

- Sight of one eye, or of the actual loss by physical separation of one entire hand or of one entire foot or
- Use of a hand or a foot without physical separation

Note: For the purpose of Benefit 3.2 and 3.3 above, 'physical separation' of a hand means separation at or above the wrist and of the foot means at or above the ankle.

## SECTION 4: EXCLUSIONS

The Company shall not be liable for payment of any claim under this benefit directly or indirectly arising out of or relating to:

### 4.1 Standard Exclusions

#### 4.1.1 Hazardous or Adventure sports (Code: Excl 09)

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

#### 4.1.2 Breach of law (Code: Excl 10)

Expenses for treatment directly arising from or consequent upon any Insured Person committing or attempting to commit a breach of law with criminal intent.

### 4.2 Specific Exclusions

#### 4.2.1 Any injury or physical condition Pre-Existing at the time of **Policy/Certificate Period Start Date**.

#### 4.2.2 Any claim for Death, Disablement of **Insured Person**

- From intentional self-injury unless in self-defense or to save life, suicide or attempted suicide.
- Whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury/accident through under influence of intoxication;
- Whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines 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;]

#### 4.2.3 Death or disablement resulting from pregnancy or childbirth.

**4.2.4** Any claim for death or disablement, directly or indirectly due to War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.

**4.2.5** Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:

- a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
- b. Nuclear weapons material
- c. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- d. Nuclear, chemical and biological terrorism

**4.2.6** Any loss arising out of the Insured Person's actual or attempted commission of or wilful participation in an illegal act or any violation or attempted violation of the law.

#### 4.2.7 Nomination

The Policyholder is required at the inception of the policy, to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made.

In the event of death of the policyholder, the Company will pay the nominee (as named in the Policy Schedule/Policy Certificate/Endorsement (if any)) and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

#### 4.2.8 Renewal of the Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

- i. The Company shall endeavour to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
- ii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iii. 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.
- iv. No loading shall apply on renewals based on individual claims experience.
- v. The cover for the Insured shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage Death or Permanent Total Disablement and no Renewal of contract will be permissible.
- vi. The insured may also avail an optional cover or opt out of the optional cover at the time of renewal.

#### 4.2.9 Possibility of Revision of Terms of the Policy Including the Premium Rates

The Company, with prior approval of IRDAI, may revise or modify the premium rates.

#### 4.2.10 Premium Payment in Instalments

If the insured person has opted for Payment of Premium on an instalment basis i.e. Half Yearly, Quarterly or Monthly, as mentioned in the policy Schedule, the following Conditions shall apply (notwithstanding any terms contrary elsewhere in the policy)

- i. Grace Period of 15 days would be given to pay the instalment premium due for the policy.
- ii. During such grace period, coverage will not be available from the due date of instalment premium till the date of receipt of premium by Company.
- iii. No interest will be charged If the instalment premium is not paid on due date.
- iv. In case of instalment premium due not received within the grace period, the policy will get cancelled.
- v. In the event of a claim, all subsequent premium instalments shall immediately become due and payable.



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- vi. The company has the right to recover and deduct all the pending instalments from the claim amount due under the policy.

#### 4.2.11 Free Look Period

The Free Look Period will be applicable on the new policy and not on renewals

- i. The insured will be allowed a period of fifteen days from date of receipt of the Policy to review the terms and conditions of the Policy, and to return the same if not acceptable.
- ii. If the insured has not made any claim during the Free Look Period, the insured shall be entitled to
  - a. 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;
  - b. Where the risk has already commenced and the option of return of the Policy is exercised by the insured, a deduction towards the proportionate risk premium for period of cover or;
  - c. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

#### 4.2.12 Withdrawal of Policy

- i. In 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.
- ii. Insured 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

#### 4.2.13 Migration

The Insured Person will have the option to migrate the Policy to other health insurance products/plans offered by the Company by applying for migration of the Policy atleast 30 days before the Policy renewal date as per IRDAI guidelines on Migration. If such person is presently covered and has been continuously covered without any lapses under any health insurance product/plan offered by the Company, the Insured Person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on migration

For Detailed Guidelines on migration, kindly refer the [www.irdai.gov.in](http://www.irdai.gov.in) (Circular-IRDA/HLT/REG/CIR/003/012020, Dated-01012020)

#### 4.2.14 Claim Settlement (provision of Penal Interest)

- i. 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.
- ii. In 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.
- iii. 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. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- iv. In 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.

#### 4.2.15 Redressal of Grievance

If the Policyholder/Insured Person have a grievance that Insured Person wish the Company to redress, Insured Person may contact the Company with the details of the Insured grievance through:

Website: [www.indusindinsurance.com](http://www.indusindinsurance.com)

Toll free: 1800-3009

Dedicated Senior Citizen helpline: 022-33834185 (paid line)



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E-mail: [services@indusindinsurance.com](mailto:services@indusindinsurance.com)

Fax: +91 22 3303 4662 Courier: Any branch office, the correspondence address, during normal business hours.

Write to us at: IndusInd General Insurance, (Correspondence Only)

Correspondence Unit, 301-302, Corporate House RNT Marg, Opp. Jhabua Tower, Indore, Madhya Pradesh, India – 45200

Insured Person may also approach the grievance cell at any of the Our branches with the details of grievance.

If the Insured Person is not satisfied with the redressal of grievance through one of the above methods, Insured may contact the grievance officer at:

Grievance Redressal Officer

The Grievance Cell,

IndusInd General Insurance Co. Limited  
No. 1-89/3/B/40 to 42/ks/301, 3rd floor,  
Krishe Block, Krishe Sapphire, Madhapur  
Hyderabad – 500 081

Grievance Redressal officer email ID:  
[headgrievances@indusindinsurance.com](mailto:headgrievances@indusindinsurance.com)

(For updated details of grievance officer, kindly refer the link.

<https://indusindinsurance.com/Insurance/About-Us/GrievanceRedressal.aspx>

If Insured is not satisfied with the redressal of grievance through above methods, Insured Person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

The contact details of the Insurance Ombudsman offices have been provided as Annexure-B

Grievance may also be lodged at IRDAI Integrated Grievance Management System <https://igms.irda.gov.in/>

## Section 5: General Terms and Clauses

### 5.1 Standard Terms and Conditions

#### 5.1.1 Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact by the policyholder.

(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

#### 5.1.2 Condition Precedent

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.

#### 5.1.3 Complete Discharge

Any payment to the **Policyholder, Insured Person** or his/ her nominees or his/ her legal representative or assignee or to the **Hospital**, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of **Claim** by the **Company** to the extent of that amount for the particular claim.

#### 5.1.4 Fraud

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** and the premium paid shall be forfeited.

Any amount already paid against claims made under this **Policy** but which are found fraudulent later shall be repaid by all recipient(s)/Policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the **Insured Person** or by his agent or the **Hospital/Doctor/any other party** acting on behalf of the **Insured Person**, with intent to deceive the insurer or to induce the insurer to issue an Insurance Policy:



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For the purpose of this clause, the expression "fraud" means any of the following acts committed by the **Insured Person** or by his agent or the **Hospital/Doctor/any other party** acting on behalf of the **Insured Person**, with intent to deceive the insurer or to induce the insurer to issue an Insurance Policy:

- i. The suggestion, as a fact of that which is not true and which the **Insured Person** does not believe to be true;
- ii. The active concealment of a fact by the **Insured Person** having knowledge or belief of the fact;
- iii. Any other act fitted to deceive; and
- iv. Any such act or omission as the law specially declares to be fraudulent.

The company shall not repudiate the claim and/or forfeit the Policy benefits 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 misstatement of or suppression of material fact are within the knowledge of the insurer.

### 5.1.5 Cancellation (other than Free Look Period)

- a. The **Master Policyholder** may cancel this **Master Policy** by giving 15 days' written notice to the **Company** and there would be no refund of premium on such cancellation request.
- b. The **Certificate holder** may cancel the **Certificate of Insurance** by giving 15 days' written notice, and in such an event, the **Company** shall refund premium on short term rates for the unexpired Policy Period as per the rates detailed below:

Refund %	
Refund of Premium (basis Policy Period)	
Timing of Cancellation	1 Yr
Up to 30 days	75.0%
31 to 90 days	50.0%
3 to 6 months	25.0%
Above 6 months	0.00%

Certificate level cancellations shall be subject to a minimum premium retention of Rs. 10 per life.

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.

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

- c. The Company may cancel the Policy at any time on grounds of misrepresentation, 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 misrepresentation, non-disclosure of material facts or fraud.

## 5.2 Specific Terms and Clauses

### 5.2.1 Material Change

The Insured Person shall immediately notify the Company in writing of any change in his business or occupation or physical defect or infirmity with which he has become affected since the payment of last preceding premium

### 5.2.2 Records to be maintained

The **Policyholder/ Insured Person** shall keep an accurate record containing all relevant medical records until final adjustment (if any) and resolution of all **Claims** under this **Policy** and shall allow the Company or its representative(s) to inspect such records. The Policyholder/ Insured Person shall furnish such information as the **Company** may require under this **Policy**

### 5.2.3 Automatic Termination of Insurance

The coverage under this **Policy** shall automatically terminate upon payment of 100% **Sum Insured** for that **Insured Person**. However, the cover shall continue for the remaining **Insured Persons** till the end of Policy Period



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#### 5.2.4 Endorsements

All endorsements are subject to acceptance by the Company

#### 5.2.5 Notice & Communication

- i. Any notice, direction, instruction or any other communication related to the Policy should be made in writing.
- ii. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Policy Schedule.
- iii. The Company shall communicate to the Insured at the address or through any other electronic mode mentioned in the schedule.

#### 5.2.6 Territorial Limit

The Company covers the Accidental Bodily Injury sustained during the Policy Period anywhere in the world (subject to the travel and other restrictions that the Indian Government may impose), but the Company will make payment within India and in Indian Rupees only.

#### 5.2.7 Limitation Period

In no case whatsoever the **Company** shall be liable for any **Claim** under this **Policy**, if the requirement of Clause 6.1 above are not complied with, unless the **Claim** is the subject of pending action; 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 the disclaimer have been made the subject matter of a suit in court of law then the **Claim** shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

#### 5.2.8 Alterations in the Policy

This Policy constitutes the complete contract of insurance. No change or alteration shall be valid or effective unless approved in writing by the **Company**, which approval shall be evidenced by a written endorsement signed and stamped by the **Company**. However, change or alteration with respect to increase/ decrease of the **Sum Insured** shall be permissible only at the time of renewal of the Policy subject to underwriting decision of the **Company**.

#### 5.2.9 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.

### SECTION 6: OTHER TERMS AND CONDITION

#### 6.1 Claims Procedure

The fulfillment of the terms and conditions of this Policy (including the realization of premium by their respective due dates) in so far as they relate to anything to be done or complied with the **Policyholder** or any **Insured Person**, including complying with the following steps, shall be the Condition Precedent to the admissibility of the **Claim**.

Upon the happening of any **Accident/Injury** that may give rise to a **Claim** under this **Policy**, then as a Condition Precedent to the admissibility of the **Claim**, the **Policyholder/Insured Person/ Legal heir** shall undertake the following:

##### 6.1.1 Notification of Claim

In the event of **Accident** or **Injury** which has resulted in a **Claim** or may result in a **Claim** covered under the **Policy**, the **Policyholder/Insured Person/ Legal heir** must notify to the **Company** either at the call center or in writing immediately. In case of Death, written notice of the Death must, unless reasonable cause is shown, be so given before interment/ cremation, and in any case, within one calendar month after the death, and in the event of loss of sight or amputation of limb(s), written notice thereof must be given within one calendar month after such loss of sight or amputation.

The following details are to be provided to the **Company** at the time of intimation of **Claim**:

- Policy Number
- Name of the **Policyholder**
- Name of the **Insured Person** in whose relation the **Claim** is being lodged
- Nature of **Accident/Injury**
- Name and Address of the attending **Medical Practitioner** and **Hospital**
- Date of **Accident**
- Any other information as requested by the **Company**

### 6.1.2 Policyholder's/Insured Person's duty at the time of Claim

- i. The **Policyholder/Insured Person** must take reasonable steps or measure to avoid or minimize the quantum of any **Claim** that may be made under this **Policy**.
- ii. Forthwith intimate/file/submit a **Claim** in accordance with Clause 6.1.1 and 6.1.3 of this section.
- iii. If so requested by the **Company**, the **Insured Person** will have to submit himself for a medical examination by the **Company's** nominated **Medical Practitioner** as often as it considers reasonable and necessary. The cost of such examination will be borne by the **Company**.
- iv. Proof satisfactory to the **Company** shall be furnished on all matters upon which a 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. On occurrence of an event which will lead to a Claim under this Policy, the Policyholder/Insured Person shall:
  - a. Allow the **Medical Practitioner** or any of the **Company's** representatives to inspect the any relevant document pertaining to the injury/ accident/ incident, medical and hospitalization records, investigate the facts and examine the Insured Person.
  - b. Assist and not hinder or prevent the **Company's** representatives in pursuance of their duties for ascertaining the admissibility of the **Claim** under the **Policy**.

If the **Policyholder/ Insured Person/** legal heir does not comply with the provisions of these conditions all benefits under this Policy shall be forfeited at the **Company's** option.

### 6.1.3 Claim Documents

Covers	List of Documents
Accidental Death	i. Duly completed claim form
	ii. Photo Identity Proof of the Insured person
	iii. Copy of FIR/ Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station
	iv. Copy of Medico Legal Certificate (wherever it is required as per the circumstance of the Accident) duly attested by the concerned Hospital
	v. Death certificate;
	vi. Post Mortem Report (if conducted);
	vii. Identity proof of Nominee or Original Succession Certificate/Original Legal Heir Certificate or any other proof to the satisfaction of the Company for the purpose of a valid discharge in case nomination is not filed by deceased.
Permanent Total Disablement and Permanent Partial Disablement	i. Duly completed claim form
	ii. Photo Identity Proof of the Insured person
	iii. Copy of FIR/ Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station
	iv. Copy of Medico Legal Certificate (wherever it is required as per the circumstance of the Accident) duly attested by the concerned Hospital
	v. Original treating Medical Practitioner's certificate describing the disableme
	vi. Original Discharge summary from the Hospital
	vii. Disability certificate issued by treating Medical Practitioner



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viii. Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable.

Note - The **Company** may call for any other documents as required by the **Company** to assess the **Claim**.

#### 6.1.4 Payment of Claim

- i. **Claims** shall not be admissible under this **Policy** unless the **Company** has been provided with the complete documentation/ information which the **Company** has requested to establish its liability for the **Claim**, its circumstances and its quantum unless the **Policyholder/ Insured Person** have complied with the obligations under this Policy.
- ii. The Sum Insured, if any, of the Insured Person shall be reduced by the amount payable/paid under the Benefit(s) and the balance Sum Insured shall be available for the unexpired Policy Period.
- iii. The **Company** will pay the **Policyholder/Insured Person** or the Nominee/ legal heir as the case may be and a discharge by them shall discharge the **Company** of all its liability under the Policy for that claim.
- iv. The **Company** will only be liable to pay for such Benefits for which the **Policyholder** has specifically claimed in the Claim Form.
- v. The maximum liability of the **Company** to pay the claims under the Policy is limited to **Sum Insured** (Under Plan B, there is single S.I for all the three covers)
- vi. All claims shall be paid in India and in Indian Rupees.

<b>Product Type</b>	Group	
<b>Basis of Payment</b>	Benefit	
<b>Sum Insured</b>	Rs 10,000 to Rs 25,00,000 (in multiples of Rs 5,000)	
<b>Policy Type</b>	Individual and Family basis Sum Insured shall apply to each individual family member	
<b>Options</b>	<b>Covers</b>	<b>Limit</b>
<b>Option-1</b>	Accidental Death	100% of Sum Insured
<b>Option-2</b>	Accidental Death	100% of Sum Insured
	Permanent Total Disablement	100% of Sum Insured
	Permanent Partial Disablement	50% of Sum Insured

\*Policyholder can opt either Option-1 or Option-2 under the Policy.

**Note:** The maximum liability of the **Company** during the lifetime of any one **Insured Person** for all the covers put together (Accidental Death, Permanent Total Disablement and Partial Disablement) shall be limited to 100% of **Sum Insured**.



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**ANNEXURE - A**

<b>OMBUDSMAN OFFICE</b>			
<b>Office of the Ombudsman</b>	<b>Address</b>	<b>Contact Details</b>	<b>Areas of Jurisdiction</b>
AHMEDABAD	Office of the Insurance Ombudsman, 2nd Floor, Ambica House, Near C.U. Shah College, 5, Navyug Colony, Ashram Road, Ahmedabad – 380 001.	Tel.: 079 - 27546150/27546139 Fax: 079 - 27546142 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu
BENGALURU	Office of Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19, Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560078.	Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in	Karnataka
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 & Chhattisgarh
BHUBANESHWAR	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009.	Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@cioins.co.in	Orissa
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, UT of Chandigarh
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, UT - Pondicherry Town and Karaikal (which are part of UT of Pondicherry)
DELHI	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002.	Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@cioins.co.in	Delhi
GUWAHATI	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar Over Bridge, S.S. Road, Guwahati – 781001 (ASSAM).	Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
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 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana and UT of Yanam - a part of UT of Pondicherry.
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



ERNAKULAM	Office of the Insurance Ombudsman, LIC OF INDIA, 10th Floor, 'Jeevan Prakash', Divisional Office, M. G. Road, Ernakulam, Kochi - 682011.	Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, UT of (a) Lakshadweep, (b) Mahe-a part of UT of Pondicherry.
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, UT of Andaman & Nicobar Islands, Sikkim
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, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balampur, Basti, Ambedkar Nagar, Sultanpur, Maharajgang, Sant Kabir Nagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharath Nagar.
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.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace, 4th Floor, Main Road, Naya Bans, Sector 15, Dist: Gautam Buddh Nagar, U.P. - 201301.	Tel.: 0120 - 2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Budha Nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiram Nagar, Saharanpur.
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.



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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.
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The updated details of Insurance Ombudsman are available on IRDA website: [www.irdai.gov.in](http://www.irdai.gov.in), on the website of General Insurance Council: [www.giccouncil.in](http://www.giccouncil.in), our website [www.indusindinsurance.com](http://www.indusindinsurance.com)



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