

Janata Personal Accident Policy (Individual) Micro Insurance Product



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Preamble

Whereas the Insured named in the Policy Schedule has made or caused to be made to Tata AIG General Insurance Company Limited (hereinafter called "the Company") a written proposal dated as per the Policy Schedule hereto of the Contract and is deemed to be incorporated herein and has paid to the Company the premium herein stated for the insurance of the risks hereinafter specified occurring during the policy period stated in the Policy Schedule.

DEFINITIONS

The Company uses certain words in this Policy and Policy Schedule, which have a specific meaning and are shown under the heading of General Definitions in the Policy. They have this meaning wherever they appear in the Policy or Policy 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.

I. Standard Definitions

1. **Accident** - means a sudden, unforeseen, and involuntary event caused by external, visible and violent means.
2. **Condition precedent** - means a policy term or condition upon which the insurer's liability under the policy is conditional upon.
3. **Grace Period** - means the specified period of time immediately following the premium due date during which a 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.
4. **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 / Physician.
5. **Illness** - means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical Treatment.
 - (a) **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.
 - (b) **Chronic Condition** - is defined as a disease, illness, or injury that has one or more of the following characteristics:
 - it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
 - it needs ongoing or long-term control or relief of symptoms
 - it requires your rehabilitation or for you to be specially trained to cope with it
 - it continues indefinitely

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- it comes back or is likely to come back.

ii. Specific Definitions

6. **Age** - means completed years as at the Effective Date.
7. **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.
8. **Cancellation (of policy)** - means the terms on which the policy contract can be terminated either by the insurer or the insured by giving sufficient notice to other which is not lower than a period of fifteen days. The terms of cancellation may differ from insurer to insurer.
9. **Eligible Children** - means named dependent children including adopted and step children of the Insured Person between the age of twelve (12) years and eighteen (18) years (twenty three (23) years if unemployed, unmarried and receive the majority of maintenance and support from the Insured Person.
10. **Hazardous** - means a situation that poses a level of threat to life & health.
11. **IRDAI** - means Insurance Regulatory Development Authority of India.
12. **Insured / Insured Person** - means the Insured Person between the age 12 years to 65 years, or eligible Spouse and/or Eligible Children detailed in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal Form for insurance has been received from the Policyholder and approved by the Company.
13. **Physician/ 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 his license.

Medical Practitioner will not be (a) an Insured Person or (b) Your Immediate Family Member or c) or anyone who is living in the same household as the Insured.
14. **Permanent** - means lasting twelve calendar months and at the expiry of that period being beyond reasonable hope of improvement and certified to that effect by a competent and qualified Physician appointed by the company.
15. **Physical Separation** - means as regards the hand actual separation at or above the wrists, and as regards the foot means actual separation at or above the ankle.
16. **Policy** - means the insurance contract, the Policy Schedule, and any attached enrollment forms, endorsements, or riders.
17. **Policy Schedule** - means the Policy Schedule attached to and forming part of the Policy.
18. **Policyholder** - means the physical person(s) or the entity named in the Policy Schedule who executed the Policy

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Schedule and is (are) responsible for payment of premiums.

19. Proposal 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.

20. 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 all waiting periods.

21. The Company - means Tata AIG General Insurance Company Limited.

Benefits covered under the policy

Now This Policy witnessed that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the Company will indemnify the Insured as hereinafter mentioned.

If the Insured shall sustain any bodily injury resulting solely and directly from Accident then the Company shall pay to the insured the sum hereinafter set forth:-

- a) If such injury shall within twelve Calendar months of its occurrence be the sole and direct cause of the death of an insured person the Capital Sum Insured in the Policy 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 the part of the body of an Insured person then the percentage of the Capital Sum Insured specified in the table of losses below.

Loss	% of Capital Sum Insured
Loss of sight of both eyes	100%
Physical Separation of 2 entire hands	100%
Physical Separation of 2 entire feet	100%
Physical Separation of 1 entire hand and 1 entire foot	100%
Loss of sight of 1 eye and Physical Separation of 1 entire hand or 1 entire foot	100%
Loss of the use of 2 hands or 2 feet	100%
Loss of the use of 1 hand and 1 foot	100%
Loss of sight of 1 eye and loss of use of 1 hand or 1 foot	100%
Loss of sight of 1 eye or Physical Separation of 1 entire hand or 1 entire foot	50%
Loss of the use of 1 hand or 1 foot without Physical Separation	50%

- c) If such injury is the immediate sole and direct cause of the permanent and absolute inability to engage in any occupation or profession due to disability, whatsoever, the capital sum insured stated in the Policy Schedule hereto.

EXCLUSION

i. Specific Exclusions

The Company shall not be liable under this Policy for:

1. Compensation under more than one of

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- the sub-clauses (a), (b), (c) in respect of same injury or disablement of the Insured Person.
2. Any payment in excess of Sum Insured under the policy during any one year of insurance, for any one Insured Person.
 3. 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.
 4. Payment of compensation in respect of death, injury or disablement of the Insured from arising or resulting from the insured committing any breach of the law with criminal intent.
 5. Any claim of Insured Person arising from:
 - a. suicide or attempted suicide
 - b. wilful self-inflicted illness or injury except injury in self-defence or to save life; or
 6. being under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication
 7. Payment of compensation in respect of death, injury or disablement of the Insured from (a) 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 detainments of all kings, princes and people of whatsoever nation, condition or quality.
 8. Payment of compensation in respect of death of /or bodily injury to the Insured directly or indirectly caused by or contributed to by or arising from or traceable to ionizing radiation or contamination by radioactivity from any source whatsoever, or from nuclear weapons material.
 9. Participation in winter sports*, skydiving/parachuting, hang gliding, bungee jumping, scuba diving, mountain climbing (where ropes or guides are customarily used), riding or driving in races or rallies using a motorized vehicle or bicycle, caving or pot-holing, hunting or equestrian activities, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), participation in any Professional Sports#, any bodily contact sport or any other hazardous or potentially dangerous sport for which insured is untrained.
- (* winter sports means snow skiing , Heli Skiing, Mountaineering & Ice Climbing, Auli skiing or sports held in the open air on snow or ice)
- (# professional sports means Athletics, Bowling, Cycling, Football, Weightlifting, Cricket or any other sport for which a person getting compensated)
- Provided also 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

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relate to anything to be done or not to be done by the Insured be a condition precedent to any liability of the Company under this Policy.

GENERAL TERMS AND CLAUSES

I. Specific Terms and Clauses

1. 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 on the occasion of any alleged injury when and so often as the same may reasonably be required on behalf of the Company and in the event of death, to arrange for a 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 conducted) shall be furnished within the space of fourteen days after demand in writing, and in the event of claim in respect of loss of sight, the Insured shall undergo at the Company's expense such operation or treatment as the Company may reasonably deem desirable.

2. **RENEWAL CONDITIONS** - While the entry age under this policy is from 12 Years to 65 Years, the Policy is renewable unless the Insured Person has acted in an improper, dishonest or fraudulent manner or any misrepresentation under or in relation to this policy or renewal of the Policy poses a moral hazard.

This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in the Policy Schedule, whichever is earlier.

The Policy may be renewed with the consent of the Company by paying the total premium in advance which premium shall be the premium rate in force at the time of renewal.

A grace period of 30 days from the premium due date is allowed where the Insured can still pay the premium and continue the policy. Coverage would not be available for the period for which no premium has been received. Post 30 days from premium due date, if the premium is not paid, the policy will lapse i.e. there will be break in policy.

The Company, however, is not bound to give notice that the Policy is due for renewal. Unless renewed as herein provided, this Policy shall terminate at the expiration of the period for which premium has been paid.

The Company may extend the renewal automatically if opted for by the Insured in the Proposal Form.

The Company will not apply any additional loading on the Insured's policy premium at renewal based on the claim experience.

Insured may enhance the sum insured only at the time of renewal of the policy. However the quantum of increase shall be subject to underwriting guidelines of the company.

Any revision / modification in the product will be done with the approval of the Insurance Regulatory and Development Authority and will be intimated to the Insured at least 3 months in advance.

Renewal premium of the Insured for this

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policy will not change unless the Company has revised the premium and obtained due approval from Authority. Premium otherwise will only change if the Insured revises the Sum Insured or tenure of the policy.

3. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by Insured or any one acting on Insured's behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the wilful act, or with the connivance of Insured's or anyone acting on Insured's behalf, then policy shall be void and all benefits under this Policy shall be forfeited.
4. The Company may cancel this Policy at any time on grounds of mis-representation, fraud, non-disclosure of material facts or non-cooperation of the insured or anyone acting on insured's behalf or on behalf of an insured Person by giving a 15 Days notice delivered, or mailed to the latest address as appearing in the records of the company, stating when such cancellation shall be effective. In the event of cancellation for mis-representation, fraud, non-disclosure of material facts, the policy shall stand cancelled ab-initio and there will be no refund of premium. In the event the policy is cancelled for non-cooperation of the insured or if Insured cancels the Policy, the premium shall be computed and retained in accordance with the Company's short rate table for the period the Policy has been in force, provided no claim has occurred up to the date of cancellation. In the event a claim

has occurred in which case there shall be no return of premium.

Short rate table for Annual Policy—

Period on risk	% Return Premium
Upto 1 month	3/4th of the annual rate
Upto 3 months	1/2 of the annual rate
Upto 6 months	1/4th of annual rate
Exceeding 6 months	Nil

Multiyear Policy:

Policy Period	1	2	3
Year Of Cancellations	% of return Premium		
1		25%	45%
2		Nil	11%
3			Nil

5. **TERRITORY:** This Policy applies to incidents anywhere in the world unless limited by the Company through endorsement or specifically restricted in the Policy.
6. **FREE LOOK PERIOD:** The Insured have a period of 15 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If there are any objections to any of the terms and conditions. Insured have the option of cancelling the Policy stating the reasons for cancellation and the premium paid would be refunded after adjusting the amounts spent on stamp duty charges and proportionate risk premium. Insured can cancel the Policy only if no claims have been made under the Policy. All the rights of Insured under this Policy will immediately stand extinguished on the free look cancellation of the Policy.

Tata AIG General Insurance Company Limited

Registered Office: Peninsula Business Park, Tower A, 15th Floor, G.K. Marg, Lower Parel, Mumbai – 400013

• **24x7 Toll Free No: 1800 266 7780 or 1800 22 9966** (For Senior Citizens)

• **Email: customersupport@tataaig.com • Website: www.tataaig.com**

• IRDA of India Registration No: 108 • CIN: U85110MH2000PLC128425 • UIN: TATPMIP23127V022223

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Free look provision is not applicable and available at the time of renewal of the Policy.

7. In the likelihood of this policy being withdrawn in future, the Company will intimate the Insured about the same 3 months prior to expiry of the policy. Insured will have the option to migrate to any Individual personal accident insurance policy available with the Company at the time of renewal.
8. **Limitation** - In no case whatsoever shall the Company be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage 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 a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

OTHER TERMS AND CONDITIONS

CLAIM PROCEDURE:

- a) **NOTICE OF CLAIM/LOSS:** Upon the happening of any event which may give rise to a claim under this policy the Insured shall forthwith give notice thereof to the Company. Unless reasonable cause is shown, the Insured should within seven days after the event which may give rise to a claim under the policy, give written notice to the Company with full particulars of the claims.
- b) **CLAIM FORMS:** The Company, upon receipt of a notice of claim, will furnish the Insured with such forms as may be required for filing proofs of loss.
- c) **TIME FOR FILING CLAIM FORMS AND EVIDENCE:** Completed claim forms and written evidence of loss must be furnished to the Company within thirty (30) Days after the date of such loss. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured can satisfy the Company that it was not reasonably possible to give proof within such time. The Company may accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
- d) **SUPPORTING DOCUMENTATION & EXAMINATION:** The Insured or someone claiming on behalf of the Insured shall provide the Company with all documentation, medical records and information which may be requested to establish the circumstances of the claim, its quantum or the Company liability for the claim within 30 days after the date of such loss. Such documentation will include but is not limited to the following:

Death Claims	Disability Claims
1. Claim form	1. Claim form
2. Original Death Certificate	2. Attending Doctor's Report
3. Original/ Attested Post Mortem Report, if conducted	3. Original Disability Certificate from the Doctor

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4. Attested copy of FIR, Spot Panchanama & Police Inquest report, where applicable.	4. Complete medical records including Investigation/ Lab reports (X-Ray, MRI etc.)
5. Complete medical records including Death Summary, in case of hospitalization	5. FIR, Police report, where applicable
6. Any other document requested by the Company in view of claim	6. Any other document requested by the Company in view of claim
7. KYC Documents	7. KYC Documents

a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

("Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

- f) PAYMENT OF CLAIM:** All claims under this Policy that are payable to the Insured or the Policyholder shall be paid in Indian currency.

e) TIME OF PAYMENT OF CLAIM:

- 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

Redressal of Grievance

In case of any grievance the Insured Person may contact through

Website: www.tataaig.com

Call us 24x7 toll free helpline 1800 266 7780 or 1800 22 9966 (Senior Citizen) Email us at customersupport@tataaig.com

Write to us at: Customer Support, Tata AIG General Insurance Company Limited

7th and 8th Floor, Romell Tech Park, Cama Industrial Estate, Western Express Highway, Goregaon(E), Mumbai, Maharashtra 400063

Visit the Servicing Branch mentioned in the policy document

The insured person may also approach the grievance cell at any of the Company's branches with details of grievance.

If Insured person is not satisfied with the redressal of grievance through one of the above methods, Insured person may contact the grievance officer at manager.customersupport@tataaig.com. For updated

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details of grievance officer, kindly refer the link IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

If Insured person is not satisfied with the redressal of grievance through above methods, the 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. Grievance may also be lodged at IRDAI Integrated Grievance Management System - <https://igms.irda.gov.in/>

SN	Centre	Address & Contact
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
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, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: bimalokpal.bengaluru@cioins.co.in
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 Email: bimalokpal.bhopal@cioins.co.in
4	Bhubaneswar	Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 / 2596455 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 Email: bimalokpal.chandigarh@cioins.co.in
6	Chennai	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Email: bimalokpal.chennai@cioins.co.in

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SN	Centre	Address & Contact
7	New 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
8	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
9	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 - 23312122 Email: bimalokpal.hyderabad@cioins.co.in
10	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
11	Ernakulam	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Email: bimalokpal.ernakulam@cioins.co.in
12	Kolkata	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Email: bimalokpal.kolkata@cioins.co.in
13	Lucknow	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Email: bimalokpal.lucknow@cioins.co.in
14	Mumbai	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/ 27/28/28/29/30/31 Email: bimalokpal.mumbai@cioins.co.in

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SN	Centre	Address & Contact
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.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in
16	Patna	Office of the Insurance Ombudsman, 2nd Floor, North wing, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: bimalokpal.patna@cioins.co.in
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

Grievance Redressal Procedure:

As per Regulation 17 of IRDA of India (Protection of Policy holders Interests) Regulation, 2017

Prohibition of Rebates - Section 41 of the Insurance Act, 1938 as amended by 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 prospectus or tables of the insurer.
2. Any person making default in complying with the provisions of this section shall be liable for penalty which may extend to ten lakh rupees.