

### JANATA PERSONAL ACCIDENT INSURANCE

#### SCOPE OF COVER

The Insurance Policy compensates the Beneficiary in case of Accidental Death or Permanent Total Disability to the Beneficiary resulting solely and directly from an Accident

#### MAIN EXCLUSIONS

The Company shall not be liable to pay any benefit in respect of any Beneficiary for any claim, caused by, arising from or attributable to any of the following unless expressly stated to the contrary in this Policy:

1. Payment of compensation in respect of injury or disablement arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
2. For Bodily Injury or Death caused or provoked intentionally by the Beneficiary.
3. For Bodily Injury or Death due to wilful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempted threat
4. For Bodily Injury or Death sustained or suffered whilst the Beneficiary is or as a result of the Beneficiary being under the influence of alcohol OR drugs or narcotics unless professionally administered by a Medical Practitioner or unless professionally prescribed by and taken in accordance with the directions of a Medical Practitioner.
5. For Bodily Injury or Death sustained whilst or as a result of participating in Adventure Sports. For Bodily Injury or Death whilst the Beneficiary is traveling by air other than as a passenger (fare paying or otherwise) on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
6. For Bodily Injury or Death sustained whilst or as a result of participating in any criminal act with criminal intent.
7. For Bodily Injury or Death resulting from pregnancy within twenty-six (26) weeks of the delivery.
8. For Bodily Injury or Death sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
9. For Bodily Injury or Death sustained whilst on service or on duty with or undergoing training with any military, militia or paramilitary organization, notwithstanding that the Bodily Injury or Death occurred whilst the Beneficiary was on leave or not in uniform.
10. Any pathological fracture.
11. Due to the Beneficiary committing any breach of the law with criminal intention.
12. INJURY or disease caused by or arising from or attributable to:
  - a. War, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the Beneficiary to the satisfaction of the Company that such loss or damage or contingency or cost or expenses of whatsoever nature are not caused by, resulting from or in connection with any war, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
  - b. Ionizing radiation or contamination by radioactivity from any source whatsoever.
  - c. Nuclear/Biological/Chemical or any kind of Weapons/Weapons material.

#### SUM INSURED

The minimum sum insured for this JPA policy would be of Rs 25,000/- and maximum of Rs 300,000/-. Income proof to be submitted for Sum Insured above Rs. 100,000/- The Sum Insured to be in multiples of Rs. 25,000/-.

#### PREMIUM

Premium can be paid in cheque or demand draft in favour of "HDFC ERGO General Insurance Company Limited".

SUM INSURED	ANNUAL RATES (Rs.)
Premium per Sum Insured of Rs.25,000	15

#### GROUP DISCOUNT

Group discount can be granted based on the size of the group. The group discount is slab-wise and increases with the size of the group

#### RENEWAL CLAUSE

This policy shall ordinarily be renewable only by mutual consent. Unless renewed as herein provided, this policy shall automatically terminate at the expiry of the period for which premium has already been paid.

#### CANCELLATION CLAUSE

- i The Policyholder may cancel this policy by giving 15days' written notice and in such an event, the Company shall refund premium for the unexpired policy period as detailed below.

Individual Policy – Long Term		
Policy Period	2	3
Year of cancellation		
1	50%	67%
2	NIL	35%
3	Not Applicable	NIL

#### PERIOD ON RISK RATE OF PREMIUM TO BE CHARGED

ANNUAL POLICY	
Length of time policy in force	Premium to be charged
Upto one month	¼ of the annual rate
Upto three months	½ of the annual rate
Upto six months	¾ of the annual rate
Exceeding six months	Full annual rate

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.

- ii. 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.

#### PORTABILITY

The Insured Person will have the option to port the Policy to other insurers by applying to such Insurer to port the entire policy along with all the members of the family, if any, at least 45 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to Portability. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed Insured Person will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

For Detailed Guidelines on Portability, kindly refer the link [https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines\\_Layout.aspx?page=PageNo3987](https://www.irdai.gov.in/ADMINCMS/cms/frmGuidelines_Layout.aspx?page=PageNo3987)

#### 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

#### 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.

#### MORATORIUM PERIOD

After completion of eight continuous years under the policy, no look back to be applied. This period of eight years is called as Moratorium Period. The moratorium would be applicable for the sums insured of the first policy and subsequently completion of 8 continuous years would be applicable from date of enhancement of sums insured only on the enhanced limits. After the expiry of Moratorium Period no health insurance claim shall be contestable except for proven fraud and permanent

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exclusions specified in the policy contract. The policies would however be subject to all limits, sub limits, co-payments, deductibles as per the policy contract

#### POSSIBILITY OF REVISION OF TERMS OF THE POLICY INCLUDING THE PREMIUM RATES

The Company, with prior approval of IRDAI, may revise or modify the terms of the Policy including the premium rates. The Insured Person shall be notified three months before the changes are effected.

#### 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.

#### 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.

This prospectus is not a contract of insurance. Please refer to the HDFC ERGO Janata Personal Accident Policy contract for complete details with regard to the terms and conditions of the Policy.

The Policy and the Schedule attached thereto shall be read together for claiming benefits under the Policy.

This product has been underwritten by HDFC ERGO General Insurance Company Limited.

#### NTI REBATING WARNING

- 1) Section 41 of Insurance Act 1938 (Prohibition of Rebates):  
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 provision of this section shall be punishable with fine which may extend to Ten Lakh Rupees.

#### DISCLAIMER

For more details on risk factors, terms and conditions, please read the sales brochure before concluding the sale