

# JANATA PERSONAL ACCIDENT-GROUP Policy Wordings

#### **PREAMBLE**

Where the insured named in the Scheduled hereto (hereinto called "The insured") has applied to Generali Central Insurance Company Limited (hereinafter called "The Company") for the insurance hereinafter set forth in respect of the person as per schedule attached hereto (hereinafter called the insured person/s) and has paid to Company the premium herein stated for the insurance of the risks hereinafter specified occurring during the period stated in the Schedule.

The Insured Person is eligible to be covered under this policy from 18 years upto the age of 70 years. Dependent children can be covered from age 2 years to 25 years.

This Policy records the agreement between the Company and the Insured and sets out the terms of insurance and the obligations of each party.

Now this policy witnesseth that subject to the Terms, Provisions, Exclusions, Definitions and Conditions herein expressed or contained or hereon endorsed that Company will indemnify insured person as herein after mentioned.

- a. If the Insured person shall sustain any bodily injury resulting solely and directly from Accident caused by outward, violent and visible means then the company shall pay to the insured the sum or sums hereinafter set forth that is to say:
- b. If such injury shall within one calendar year of its occurrence be the sole and direct cause of the death of an insured person the Capital Sum insured in Schedule hereto.
- c. If such injury shall within one calendar year of its occurrence be the sole and direct cause of the total and irrecoverable loss of both eyes, or total and irrecoverable loss of use of two hands or two feet or one hand and one foot due to physical separation from the body, or for such loss of sight of one eye and such loss of use of one hand, one foot due to physical separation from the body, the Capital Sum Insured stated in the Schedule hereto.
- d. If such injury shall within one calendar year of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or total and irrecoverable loss of use of a hand or foot due to physical separation fifty percent (50%) of the Capital Sum insured in Schedule hereto.
- e. If such injury shall as a direct consequence thereof immediately, permanently, totally and absolutely disable the/ an insured person from engaging in being occupied with or giving attention to paid employment or occupation of any description whatsoever Capital Sum Insured in the Schedule hereto.

#### **B. PROVISIONS**

Provided always that the Company should not be liable under this policy for:

- 1. Compensation under more than one of the foregoing clauses (a), (b), (c) or (d) in respect of the 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 taking of this policy.
- 4. Provided also that the observance and fulfillment of the terms & conditions of this policy (which conditions and all endorsements hereon are to be read as of this Policy) shall so far as they relate to anything to be done or not to be done by the Insured and by the/an insured person specified it the scheduled hereto be a condition precedent to any liability of the Company under this policy.



#### **C. DEFINITIONS**

#### I. Standard Definitions

- i. **Accident** means sudden, unforeseen and involuntary event caused by external, visible and violent means.
- ii. **Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.
- iii. **Day care centre** means any institution established for Day Care Treatment of Illness and / or injuries or a medical set-up within a Hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under:-
  - has qualified nursing staff under its employment
  - · has qualified Medical Practitioner/s in charge
  - has a fully equipped operation theatre of its own where surgical procedures are carried out
  - maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
- iv. Day Care Treatment refers to medical treatment, and/or surgical procedure which is:
  - (i) undertaken under General or Local Anesthesia in a Hospital/Day care centre in less than 24 hrs because of technological advancement, and
  - (ii) which would have otherwise required a Hospitalisation of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

- v. **Disclosure to information** norm means the Policy shall be void and all premium paid hereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- vi. **Hospital** means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the Schedule of Section 56(1) and 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 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient 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 makes these accessible to the insurance company's authorized personnel.
- vii. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
  - a) **Acute condition** Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person tohis or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
  - b) **Chronic condition** A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
  - 1) It needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests.
  - 2) it needs ongoing or long-term control or relief of symptoms.



- 3) it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
- 4) it continues indefinitely
- 5) it recurs or is likely to recur
- viii. **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.
- ix. IRDAI means the Insurance Regulatory and Development Authority of India
- x. **Medical Advice** means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.
- xi. **Medical expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- xii. **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. The registered practitioner should not be the insured or close family members.
- xiii. **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
- xiv. **Notification of Claim** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
- xv. **Pre-existing Disease** means any condition, ailment, injury or disease:
  - a) That is/are diagnosed by a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
  - b) For which medical advice or treatment was recommended by, or received from, a physician within 48 months prior to the effective date of the policy issued by the insurer or its reinstatement.
- xvi. **Surgery or Surgical Procedure** means manual and/ or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care center by a medical practitioner.
- xvii. **Unproven/ Experimental treatment**: Unproven/ Experimental treatment including drug experimental therapy which is not based on established medical practice in India, is treatment experimental or unproven.

# **II. Specific Definitions**

- i. Accidental Death means death due to Accident.
- ii. **Adventure sports** are activities having high level of inherent danger. These activities often involve speed, height, a high level of physical exertion, and highly specialized gear such as racing on wheels or



horseback, big game hunting, mountaineering, winter sports, skydiving, parachuting, scuba diving, riding or driving in races or rallies, mountain climbing, hunting or equestrian activities, rock climbing, pot holing, bungee jumping, skiing, ice hockey, aviation activities, ballooning, hand gliding, diving or underwater activity, river rafting, canoeing involving rapid waters, polo, yachting or boating.

- iii. **Capital Sum Assured** means the amount stated in the Schedule, which is the maximum amount, we will pay for claims made by insured persons in one policy period irrespective of the number of claims insured persons make or the number of years that You have had Personal Accident policy with Us.
- iv. **Dependent Child** refers to a child (natural or legally adopted), who is financially dependent on the primary insured or proposer and does not have his / her independent sources of income.
- v. **Hazardous Activities** mean recreational or occupational activities which pose high risk of injury.
- vi. **Insured Person** means whether in singular or plural means the person(s) who come within the description of Insured Persons stated in the Schedule, who are nominated by You from time to time and for whom premium has been paid.
- vii. Occupation of Insured Persons as shown in the Schedule or as declared to Us in the Proposal.
- viii. **Permanent Total Disablement** means disablement which entirely prevents an Insured Person from attending to any Business or Occupation of any and every kind and which lasts 12 months and at the expiry of that period is beyond hope of improvement at the end of that period.
- ix. **Policy** means the complete documents consisting of the Proposal, Policy wording, Schedule and Endorsements and attachments if any.
- x. **Policy Holder** means Organization stated in the Schedule.
- xi. **Policy Period** means the period commencing with the start date mentioned in the Schedule till the end date mentioned in the Schedule.
- xii. **Policy Year** means every annual period within the Policy Period starting with the commencement date.
- xiii. **Proposal** means the application (Proposal) form for insurance cover submitted to Us along with all information which has enabled Us in considering whether and on what terms to offer this insurance.
- xiv. **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.
- xv. **Schedule** means that portion of the Policy which sets out Your personal details, the type of insurance cover in force, the period and the sum insured. Any Annexure or Endorsement to the Schedule shall also be a part of the Schedule.
  - xvi. We, Our, Us, Insurer Generali Central Insurance Company Limited.
- xvii. You, Your, Yourself The Policyholder shown in the Schedule

#### Please note

a) Insect and mosquito bites is not included in the scope of definition of Accident.



#### D. EXCLUSIONS

We will not pay for any compensation, benefit or expenses in respect of **Accidental Death, Injury** or Disablement of the **Insured Person** as a consequence of the following

#### I. Standard Exclusions

**We** will not pay for any expenses incurred by **You** in respect of claims arising out of or howsoever related to any of the following:

## a) Hazardous or Adventure sports: Code- Excl09

Expenses related to any treatment necessitated due to participation as a professional in hazardous or adventure sports, including but not limited to scuba diving, motor racing, parachuting, hang gliding, rock or mountain climbing etc. unless specifically agreed by the Insurance Company.

#### b) Breach of law: Code- Excl10

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

#### c) Code- Excl12

Treatment for, Alcoholism, drug or substance abuse or any addictive condition and consequences thereof.

## d) Unproven Treatments: Code- Excl16

Expenses related to any unproven treatment, services and supplies for or in connection with any treatment. Unproven treatments are treatments, procedures or supplies that lack significant medical documentation to support their effectiveness.

#### II. Specific Exclusions

**We** will not pay for any expenses incurred by **You** in respect of claims arising out of or howsoever related to any of the following:

- a. Service on duty with any Armed Force
- b. Medical expenses or Surgery expenses
- c. Intentional self-injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol).
- d. Accident while under the influence of alcohol or drugs.
- e. Participation in an actual or attempted felony, riot, crime, misdemeanor or civil commotion.
- f. Whilst engaging in Aviation or Ballooning or whilst mounting into, dismounting from or travelling in any balloon or aircraft other than as passenger (fare paying or otherwise) in any duly licensed standard type of aircraft.
- g. Participating in motor racing or trial run as a driver, co-driver or passenger.
- h. Curative treatments or interventions that the Insured Person carries out or have carried out on his body.
- i. Pregnancy and childbirth, miscarriage, abortion or complications arising out of any of these.
- j. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or damage or under the order of any government or public authority.
- k. Nuclear energy, radiation.
- I. Any pre-existing disablement prior to the inception of the policy.
- m. Any expense incurred which is not exclusively medical in nature/ Unproven or Experimental treatment of any description
- n. Expenses incurred for emergency medical evacuation
- o. Any claim caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where Pre-Existing Disease has caused the



- weakening of the bone) or chronic degenerative diseases if osteoporosis or bone disease or chronic degenerative diseases diagnosed prior to the commencement date of the Policy
- p. Expenses incurred on neck belts, wrist bandages, walking sticks, abdomen belts, CPAP and any other similar external aid /devices, the use of which has been necessitated following an accident, unless specifically insured
- q. Bodily Injury caused by or arising from terrorism, except in case where the policy holder is a victim of terrorist act and not abetting terrorism

#### E. GENERAL TERMS AND CLAUSES

#### I. Standard General Terms and Clauses

#### 1. Disclosure to information norm:

context of underwriting the risk)

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

#### 2. Condition Precedent to Admission of Liability

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.

#### 3. 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 at least 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 all the accrued continuity benefits in waiting periods as per the IRDAI guidelines on migration.

For Detailed Guidelines on migration, kindly refer the link <a href="https://generalicentralinsurance.com/portability-and-migration">https://generalicentralinsurance.com/portability-and-migration</a>

# 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:

- a. the suggestion, as a fact of that which is not true and which the insured person does not believe to be true:
- b. the active concealment of a fact by the insured person having knowledge or belief of the fact;
- c. any other act fitted to deceive; and



d. 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. 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.

#### 6. Redressal of Grievance

In case of any grievance the insured person may contact the company through

Website: https://generalicentralinsurance.com

Toll Free: 1800-220-233 / 1860-500-3333 / 022-67837800

Email: GClcare@generalicentral.com

Courier: Grievance Redressal Cell, Generali Central Insurance Company Limited...

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway

Behind TCS, Thane West – 400607

Insured person may also approach the grievance cell at any of the company's branches with the 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 <a href="GCIGRO@generalicentral.com">GCIGRO@generalicentral.com</a> or call at: 7900197777For updated details of grievance officer, kindly refer the link <a href="https://www.generalicentralinsurance.com/customer-service/grievance-redressal">https://www.generalicentralinsurance.com/customer-service/grievance-redressal</a> 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. Kindly refer the annexure on Grievance Redressal Procedures.

Grievance may also be lodged at IRDAI Bima Bharosa (an Integrated Grievance Management System) - <a href="https://bimabharosa.irdai.gov.in/">https://bimabharosa.irdai.gov.in/</a>

#### II. Specific General Terms and Clauses

#### 7. Claims Procedure

- 1. If the Insured Person meets with an accidental bodily injury that may result in a claim, then
  - i. You must immediately consult a Medical Practitioner and follow the medical advice and treatment that he recommends
  - ii. You or someone claiming on your behalf must give us Notification of Claim in writing immediately and in any event within 30 days.
  - iii. You must take reasonable steps to lessen the consequences of his bodily injury.
  - iv. You or someone claiming on your behalf must promptly give us the documentation including claim form with necessary Medical Certificate and other information we ask for to investigate the claim or Our



- obligation to make payment for it.
- v. You must have yourself examined by our medical advisors if we ask for and such examination cost would be borne by us.
- vi. In case of Your death, someone claiming on your behalf must inform Us in writing immediately and send Us a copy of the necessary documents including Post Mortem report (if conducted), FIR, Death certificate, Police Panchanama or any other document that we ask for within 30 days.
- vii. In case of hardships faced by the insured or person claiming on behalf of the insured the conditions as specified under (ii) and (vi) will be waived for which the insured or anyone claiming on behalf has to justify delay with documentation.
- 2. We have agreed to issue this policy based on the occupation that you have declared to us while taking this policy. If there is change in occupation then you must tell us in writing within 30 days of the change by filling a fresh proposal form. If you do not do this, then this insurance will cease as far as you are concerned from the date that you changed your occupation.
- 3. You should send any communication meant to us in writing to Our address shown in the Schedule.
- 4. In case of a death claim under the policy the claim would be payable to the nominee whose discharge given in the Discharge form for the claim amount payable under the policy would be considered as full and final under the policy.
- 5. In case policy is issued to an employer covering their employees the claim can be payable to the Insured (Employer) to whom the group policy has been issued and the discharge given by the insured (employer) in the discharge form would be considered as full and final under the group policy.
- 6. We will send the discharge voucher with details of claim settlement.
- 7. Insured/ Nominee will send the signed discharge voucher to Insurance Company, and we will send the cheque/ do an ECS transfer in name of insured/ Nominee.

#### 8. Settlement of Claim

- 1. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
- 2. 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.
- 3. 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.
- 4. 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.
  - (Explanation: "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)
- 5. We will send any communication meant to you to your address shown in the Schedule.
- 6. Pending claims will be asked for submission of incomplete documents.
- 7. Rejected claims will be informed to the Insured Person in writing with reason for rejection.
- 8. We will make claim payment to you or the Insured Person who met with the Accident. Any payment we make in good faith in this way will be a complete and final discharge of our liability to make payment for the claim.
- 9. We will make all claim payments in Indian rupees within India only.
- 10. You or the Insured Person should not make any claim knowing it to be false or fraudulent in any way.
- 11. You or the Insured Person should also not conceal, misrepresent intentionally or otherwise any fact or



circumstance that we consider as material to acceptance of this insurance.

12. If you or the Insured Person do so then the policy shall be void and all claims or payments due under it shall be lost.

Upon acceptance of an offer of settlement as stated in sub-regulation 9(6) of the (Protection of Policyholders' Interest) Regulations, 2002 by You, We will make payment of the amount due within 7 days from the date of acceptance of the offer by the insured.

#### 9. Claim Documents

The Insured / Insured Person or his / her legal representatives as the case may be, is required to submit the following documents while lodging a claim under the Policy. The documents mentioned below are an indicative list. Additional documents may be asked, if required, for specific claims.

Photocopies of any document submitted must be attested by the Genearli Central Branch Manager/ Gazetted Officer.

- Duly Completed Claim Form signed by Insured/ Nominee along with completely filled Attending Physician's Statement
- Photocopy of Policy Schedule
- Copies of medical documents supporting the accidental injury and treatment taken related to the same
- For Physical Disabilities related with separation of limbs or complete loss of organs Copy of Disability Certificate issued by Orthopedic Surgeon mentioning the type and percentage of disability.
- Original Investigation Reports and copies of reports, X Ray films supporting the accidental injury. Post-Operative X-ray films, if any.
- Photographs of the Insured Person highlighting the injury / disability.
- Copy of FIR / MLC (if registered)/ Panchnama, wherever applicable
- Copy of Photo ID and Address Proof of Insured Member for whom Claim is lodged
- Copy of Death Summary, Treatment Papers & Investigation Reports, in case of Death Claim
- Copy of Death Certificate, in case of Death Claim
- Copy of Post Mortem / Viscera Report, in case of Death Claim
- Copy of Final Police Investigation Report, in case of Death Claim
- Photographs and Newspaper reports related to the accident, in case of Death Claim
- Original Discharge Summary of Hospital mentioning the date of admission, date of discharge, presenting complaints with duration, clinical condition, detailed line of treatment, final diagnosis and past medical and surgical history with duration, wherever applicable

#### 10. Communication

- a) You should send any communication meant to Us in writing to Our address shown in the Schedule.
- b) We will send any communication meant to You to Your address shown in the Schedule.
- c) We have agreed to issue this Policy based on the Occupation of the Insured Person that You have declared to Us while taking this Policy. If there is change in Occupation then You must tell Us in writing within 30 days of the change by filling a fresh Proposal form. If You do not do this, then this insurance will cease as far as that Insured Person is concerned from the date of change of Occupation.

#### 11. Renewal and cancellation

- a) This Policy may be renewed by mutual consent and in such event; the renewal premium, as per our renewal quote shall be paid to us on or before the date of expiry of the Policy or of the subsequent renewal thereof. The policy may be renewed on annual basis or up to a maximum term of 5 years or up to the loan period, whichever is less, in case it is credit linked
- b) The company may cancel this insurance by giving You at least 15 days written notice, and if no claim has



been made then We shall refund a pro-rata premium for the unexpired Policy Period.

c) The policy holder may cancel the policy by giving us 15 days' notice in writing. We shall refund You balance premium after retaining premium as per the short term scale for the unexpired Policy Period as shown below:

Policy Period not	% of annual rate
exceeding	
1 month	25%
3 months	40%
6 months	75%
9 months	90%
Exceeding 9 months	100%

In case the Policy Period exceeds one year, this Policy may be cancelled by the Insured Person at any time by giving at least 15 days written notice to Us. We will refund premium on a pro-rata basis by reference to the time period cover is provided, subject to a minimum retention of premium of 25%.

- d) The Policyholder shall throughout the period of insurance keep and maintain a record containing the names of all the insured persons. The Policyholder shall declare to the company any additions in the number of insured persons as and when arising during the period of insurance and shall pay the additional premium as agreed.
- e) It is hereby agreed and understood that, this insurance being a group policy availed by the Insured covering members, the benefit thereof would not be available to members who cease to be part of the group for any reason whatsoever.
- f) Such members may obtain further individual insurance directly from the Company and any claims shall be governed by the terms thereof.
- g) The premium rates or loadings for the product would not be changed without approval from Authority. However the performance of the product will be reviewed annually and further pricing will be done on experience basis.
- h) 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.
- i) 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

# 12. ADDITION AND DELETION OF MEMBERS

- 1. The new members of the Group Insurance Policy can be added at periodic intervals. However the insurance coverage for every member of the group insurance policy shall not exceed the maximum policy term.
- 2. The Company may issue multiple group insurance policies in tranches to the Group Organizer, subject to minimum group size and maximum policyterm, for providing insurance coverage to the new members on an ongoing basis.
- 3. All members of the group will be issued a Certificate of Insurance giving the details of the benefits, important conditions and exclusions.

## 13. ADJUSTMENT OF PREMIUM (CATEGORY OF PERSONS INSURED)

1. The Insured acknowledges that the premium payable hereon has been determined by reference to the Insured's estimate of the number of persons within a category of Insured, as stated in the Schedule. It is hereby agreed that during the Policy Period the Insured shall maintain a proper and contemporaneous record of the actual number of persons within such category, which record shall be available for inspection by the Company at any reasonable time.



- Within one month from the expiry of this Policy, the Insured shall provide the Company with a written record of the actual amount of actual number of persons within such category during the Policy Period and any information or supporting documentation in respect thereof that the Company may request. If the actual number of persons within such category ascertained after the expiry of this Policy shall differ from the Insured's estimate thereof, then:
  - (i) if the actual number of persons within such category exceeds the Insured's estimate of the same, the Insured shall pay to the Company anyadditional premium that the Company may determine by reference to the differential, or
  - (ii) if the actual number of persons within such category is less than the Insured's estimate of the same, the Company will reimburse the Insured by reference to the differential but subject to minimum retention of premium of 25%.

#### 14. **DISCOUNTS & LOADINGS**

# a) Long Term Discount

The Group Janata Accident policy can be issued on long term basis, up to a maximum term of 5 years or up to the loan period, whichever is less, in case the policy is a credit linked policy. The long term discount rates are as given in the table below:

Policy	Discount percentage
Period	
1 year	Nil
2 year	5%
3 year	10%
4 year	12.5%
5 year	15%

# b) Discount Percentage for favorable claim ratio (BONUS):

Low claim Ratio Discount at the following scale will be allowed on the Total premium at renewal only, depending upon the incurred claims ratio for the entire group insured under the Janata Personal Accident - Group Policy for the preceding 3 completed years excluding the year immediately preceding the date of renewal. Where the Janata Personal Accident - Group Policy has not been in force for 3 completed years, such shorter period of completed years excluding the years immediately preceding the date of renewal will be taken in to account.

Incurred Claim Ratio under	Discount as % of basic	
the Group Policy	premium	
Up to 20%	25%	
21% - 35%	15%	
36% - 50%	10%	
51% - 55%	5%	

# c) Loading Percentage for high claim ratio (MALUS):

The Total Premium payable at renewal of the group policy will be loaded at the following scale depending upon the incurred claims ratio for the entire group insured under the Janata Personal Accident - Group Policy for the preceding 3 completed years excluding the year immediately preceding the date of renewal. Where the Janata Personal Accident - Group Policy has not been in force for the 3 completed years, such shorter periods of completed years excluding the year immediately preceding the date of renewal will be taken in to account.



Incurred Claim Ratio under the	Loading as % of basic		
Group Policy	premium		
Between 80% and 100%	25%		
Between 101% and 125%	55%		
Between 126% and 150%	90%		
Between 151% and 175%	120%		
Between 176% and 200%	150%		
Over 200%	Cover to be reviewed		

#### 15. **POLICY PERIOD**

- 1. The Policy can be issued for a minimum tenure of 1 year.
- 2. The Policy can be issued for a maximum term of up to 5 years or up to the loan period, whichever is less, in case it is credit linked.

#### 16. ARBITRATION CLAUSE

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy.

Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

#### 17. COMPLIANCE WITH POLICY PROVISIONS

Failure by You or the Insured Person to comply with any of the provisions in this Policy may invalidate all claims hereunder.

#### 18. USE OF MASCULINE PRONOUN

A masculine personal pronoun as used in this Policy includes the feminine, wherever the context requires.

#### 19. TERRITORIAL LIMITS AND LAW

We cover Accidental Bodily injury sustained by the Insured Person during the Policy Period anywhere in the World (subject to the travel and other restrictions that the Indian Government may impose), but We will make payment within India and in Indian Rupees. The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with Indian Law.



Generali Central Insurance Company Limited (Formerly known as Future Generali India Insurance Company Limited) | Registered Office: Unit No. 801 & 802, 8th Floor, Tower C, Embassy 247 Park, LBS Marg, Vikhroli (West), Mumbai – 400083 | IRDAI Regn. No.: 132 | CIN: U66030MH2006PLC165287 | Website: www.generalicentralinsurance.com | Email ID: gcicare@generalicentral.com| Toll-free Phone: 1800 220 233 / 1860 500 3333/ 022 6783 7800 ISO No: GCH/HP/JPG/PWG/001



# **GRIEVANCE REDRESSAL PROCEDURE**

#### Dear Customer,

At Generali Central Insurance, we continuously strive for service excellence to give you exceptional customer experience. This helps us build trust and long-term relationship with you. We request you to read the policy document including the terms and conditions carefully. This will help you understand your plan and drive maximum benefits. We want to ensure the plan is working for you and welcome your feedback.

# What is a grievance?

"Complaint" or "Grievance" means written expression (includes communication in the form of electronic mail or voice based electronic scripts), of dissatisfaction by a complainant with respect to solicitation or sale or purchase of an insurance policy or related services by insurer and /or by distribution channel.

"Complainant" means a policyholder or prospect or any beneficiary of an insurance policy who has led a complaint or grievance against an insurer or a distribution channel.

We are always here for your help. You may use any of the following channels to reach us-

Helpline	Website	Email	Branch GRO	Complaint Form
Call us on 1800 220 233/ 1860 500 3333/022- 67837800 Senior citizens can avail priority support by choosing the senior citizen option from the helpline menu.	Click here to know more	Write to us at GClcare@generalicentral.com  Senior citizens can avail priority support by writing to care.assure@generalicentral.com	Click here to know your nearest branch.	Click here to raise complaint.

# By when will my grievance be resolved?

- You will receive grievance acknowledgement from us immediately for your complaint.
- Final resolution will be shared with you within 2 weeks of receiving your complaint.
- Your complaint will be considered as closed if we do not receive any reply from you within 8 weeks from the date of receipt of response.

# How do I escalate my complaint if I don't receive a response on time?

- You may write to our Grievance Redressal Officer at GCIGRO@generalicentral.com
- You may send a physical letter to our Grievance Redressal Cell, Head Office at the below address: GENERALI CENTRAL INSURANCE COMPANY LIMITED (Formerly known as Future Generali India Insurance Company Limited)

Lodha I – Think Techno Campus, B Wing – 2nd Floor, Pokhran Road – 2, Off Eastern Express Highway Behind TCS, Thane West – 400607



# **GRIEVANCE REDRESSAL PROCEDURE**

# What if I am not able to register my grievance?

You can comfortably raise a grievance via any of the above-mentioned avenues. If you face any challenge, you may write to the provided email IDs for help.

If you still face any challenge, you may use any of the below options to raise a complaint with the Insurance Regulatory and Development Authority of India (IRDAI).

- Call on toll-free number: 155255
- > Click here to register complaint online

# Is there any special provision for senior citizen to raise grievance?

We understand our customers and their needs. Thus, have a separate channel to address the grievances of senior citizens. The concerns will be addressed to the senior citizen's channel (care.assure@generalicentral.com) as complaints for faster attention or speedy disposal of grievance, if any.

#### **Insurance Ombudsman:**

If you are still dissatisfied with the grievance redressal, you may approach the Office of the Insurance Ombudsman located in your vicinity, provided the same is under their purview. The guidelines for taking up a complaint with the Insurance Ombudsman, are available on the website a (https://www.cioins.co.in/About) of the Insurance Ombudsman, Click here to access the list of insurance Ombudsman offices.

You can also lodge an online complaint through the website of the Council for Insurance Ombudsmen (CIO): https://www.cioins.co.in/

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