

# Janata Personal Accident

## Policy Wordings

## Preamble

The insurance cover provided under this Policy shall be subject to (a) the terms and conditions of this Policy, (b) the receipt of premium, and (c) Disclosure to information norm (including information and statements which the Policyholder/ Insured person has provided in the proposal form for all persons to be insured. Please inform Us immediately of any change in the address, nature of job, state of health, or of any other changes affecting any Insured Person.

If any claim arising as a result of an Injury that occurred during the Policy Period becomes payable, then We shall pay the Benefits in accordance with the terms, conditions and exclusions of the Policy subject to availability of Sum Insured.

## Section 1. Interpretations & Definitions

The terms defined below have the meaning ascribed to them wherever they appear in this Policy and, where appropriate, references to the singular include references to the plural, references to male include female and references to any statutory enactment include subsequent changes, replacements or amendments to the same:

**Accident:** An accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.

**Accumulation limit** means the amount stated in the Schedule which represents Our maximum liability for all claims under any and all benefits from all Insured Persons arising from the same [accident, event or occurrence or series of related accidents, events or occurrences] AND/OR [location], and if at any time the total value of unpaid claims would, if paid, result in the Accumulation Limit being exceeded (even if the Sum Insured is not) then the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that the Accumulation Limit is not exceeded.

**Act of God Perils** means and includes lightening, storm, tempest, flood, inundation, subsidence, landslide, earthquake, cyclone, tsunami, volcano and other similar calamities.

**Adventure Sport** means any sport or activity, which is potentially dangerous to the Insured Person whether he is trained in such sport or activity or not. Such sport/activity includes without limitation stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, BMX stunt/obstacle riding, bobsleighing/using skeletons, bouldering, boxing, canyoning, caving/pot holing, cave tubing, rock climbing/trekking/mountaineering, cycle racing, cyclo cross, drag racing, endurance testing, hand gliding, harness racing, skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labour, marathon running, martial arts, micro-lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, river bugging, rodeo, roller hockey, rugby, ski acrobatics, ski doo riding, ski jumping, ski racing, sky diving, small bore target shooting, speed trials/ time trials, triathlon, water ski jumping, weight lifting or wrestling any type and Professional Sports (Professional sports mean Athletics, Bowling, Cycling, Football, Weightlifting, Cricket or any other sport for which a person getting compensated).

**Age or Aged** means age as on last birthday.

**Aggregate limit** means the amount stated in the Schedule which represents Our maximum liability for any and all claims made by all Insured Persons under any and all benefits, and if at any time the total

value of unpaid claims would if paid, result in the Aggregate Limit being exceeded, the individual benefits attributable to those outstanding claims shall be reduced pro rata as necessary to ensure that the Aggregate Limit is not exceeded.

**Annexure** means the document attached and marked as Annexure to this Policy.

**Claim** means a demand made by Insured Person or nominee in accordance with the terms and conditions of the Policy for payment under any of the covers (including Extension covers) under the Policy.

**Condition Precedent** means a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

**Certificate of Insurance** means the certificate issued by Us to the insured person confirming the coverage under the Policy.

**Grace period:** means the specified period of time, immediately following the premium due date during which premium payment can be made to renew or continue a policy in force without loss of continuity benefits pertaining to waiting periods and coverage of pre-existing diseases. Coverage need not be available during the period for which no premium is received. The grace period for payment of the premium for all types of insurance policies shall be: fifteen days where premium payment mode is monthly and thirty days in all other cases.

Provided the insurers shall offer coverage during the grace period, if the premium is paid instalments during the policy period.

**Hospital:** A 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) of the said act Or complies with all minimum criteria as under:

- (i) Has qualified nursing staff under its employment round the clock;
- (ii) 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;
- (iii) has qualified medical practitioner(s) in charge round the clock;
- (iv) has a fully equipped operation theatre of its own where surgical procedures are carried out;
- (v) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel:

Only for the purposes of any claim or treatment permitted to be made or taken outside India in accordance with Section 3.16, Hospital (outside India) means an institution (including nursing homes) established outside India for indoor medical care and treatment of illness and/or injuries which has been registered and licensed as such with the appropriate local or other authorities in the relevant area, wherever applicable, and is under the constant supervision of a medical practitioner. The term Hospital shall not include a clinic, rest home, or convalescent home for the addicted, detoxification centre, sanatorium, and old age home.

**Individual Policy** means a policy named as an Individual Policy in the Policy Schedule in terms of which only one person is named in the Policy Schedule as the Insured Person.

**IRDAI** means the Insurance Regulatory and Development Authority of India.

**Injury:** Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

**Insured Person** means the person(s) named in the Policy Schedule/ Certificate of Insurance who are covered under this Policy and in respect of whom the appropriate premium has been received.

**Medical Advice:** Medical Advice means any consultation or advice from a Medical Practitioner including the issuance of any prescription or follow-up prescription.

**Medical Practitioner:** 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 setup by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of licence.

**Migration** means a facility provided to policyholders (including all members under family cover and group policies), to transfer the credits gained for pre-existing diseases and specific waiting periods from one health insurance policy to another with the same insurer.

**Network Provider:** Network Provider means hospitals enlisted by an insurer, TPA or jointly by an Insurer and TPA to provide medical services to an insured by a cashless facility.

**Nominee** is the person selected by the Policyholder/Insured Person to receive the benefit in case of Death of the Insured Person, thus giving a valid discharge to the insurer on settlement of claim under an Insurance Policy.

**Notification of Claim:** Notification of claim means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.

**Non-Network Provider:** Non-Network means any hospital, day care centre or other provider that is not part of the network.

**Permanent total disability (PTD)** means Disability, as the result of a bodily injury, which:

- Continues for a period of twelve (12) consecutive months, and
- Is confirmed as total, continuous and permanent by a physician after the twelve (12) consecutive months, and
- Entirely prevents an insured person from engaging in or giving attention to gainful occupation of any and every kind for the remainder of his/her life

**Policy** means this Policy document, any annexures thereto and the Policy Schedule including endorsements, if any.

**Policy Inception Date** means the Policy Start Date of the first Policy with Us, as specified in the Policy Schedule, and renewed with Us continuously thereafter.

**Policy Start Date** means the start date of the Policy as specified in the Policy Schedule.

**Policy Expiry Date** means the date on which the Policy expires as specified in the Policy Schedule.

**Policy Period** means the period between the Policy Start Date and the Policy Expiry Date as shown in the Policy Schedule.

**Policy Year** means a period of twelve consecutive months commencing from the Policy Start Date as specified in the Policy Schedule or any anniversary thereof.

**Policyholder** means the person named in the Policy Schedule as the policyholder and who has concluded this Policy with Us.

**Pre-Existing Disease:** Pre-Existing Disease means any condition, ailment, injury or disease:

- a) that is/ are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer; or
- b) for which medical advice or treatment was recommended by, or received from, a physician, not more than 36 months prior to the date of commencement of the policy.

**Portability** means a facility provided to the health insurance policyholders (including all members under family cover), to transfer the credits gained for, pre-existing diseases and specific waiting periods from one insurer to another insurer.

**Renewal:** 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.

**Policy Schedule** means the schedule issued by Us along with this Policy mentioning the details of the Policyholder and Insured person, period of Policy and other details. Any changes made to it shall be issued as Endorsement Schedule and shall be considered a part of this Policy.

**Sum Insured means:**

- (i) For an Individual Policy, the sum shown in the Policy Schedule/ Certificate of Insurance against an Insured Person which represents Our maximum, total and cumulative liability for any and all claims under the Policy during a Policy Period in respect of that Insured Person.
- (ii) For a Family Policy, the sum shown in the Policy Schedule/ Certificate of Insurance against each member which represents Our maximum, total and cumulative liability for any and all claims under the Policy during a Policy Period in respect of that Insured family member.

**Terrorism/Terrorist Activity** means an act, including, but not limited to, the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or Government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**TPA or Third Party Administrator** means a company registered with the Authority, and engaged by an insurer, for a fee or remuneration, by whatever name called and as may be mentioned in the agreement, for providing health services as mentioned under Third Party Administrators- Health Services Regulations 2016.

**We/Our/Us** means MAGMA General Insurance Limited.

**You/Your/Policyholder** means the employer or legally constituted group named in the Schedule who has concluded this Policy with Us.

**Break in policy** means the period of gap that occurs at the end of the existing policy term/installment premium due date, when the premium due for renewal on a given policy or installment premium due is not paid on or before the premium renewal date or grace period.

**Specific waiting period** means a period up to 36 months from the commencement of a health insurance policy during which period specified diseases/treatments (except due to an accident) are not covered.

On completion of the period, diseases/treatments shall be covered provided the policy has been continuously renewed without any break.

**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.

Explanation: An inquiry or service request would not fall within the definition of the “complaint” or “grievance”.

**Complainant** means a policyholder or prospect or nominee or assignee or any beneficiary of an insurance policy who has filed a complaint or grievance against an insurer and /or distribution channel.

**Mis-selling** includes sale or solicitation of policies by the insurer or through distribution channels, directly or indirectly by

- a. exercising undue influence, use of dominant position or otherwise, or
- b. making a false or misleading statement or misrepresenting the facts or benefits, or
- c. concealing or omitting facts, features, benefits, exclusions with respect to products, or
- d. not taking reasonable care to ensure suitability of the policy to the prospects/policyholders.

**Proposal form** means a form to be filled in by the prospect in physical or electronic form, for furnishing the information including material information, if any, as required by the insurer in respect of a risk, in order to enable the insurer to take informed decision in the context of underwriting the risk, and in the event of acceptance of the risk, to determine the rates, advantages terms and conditions of the cover to be granted.

**Prospectus** means a document either in physical or electronic format issued by the insurer to sell or promote the insurance product.

## Section 2. Benefits

### **A. Base Covers:**

The Benefits under this Policy are subject always to the Sum Insured, any subsidiary limit specified in the Policy Schedule/ Certificate of Insurance, the terms, conditions, limitations and exclusions mentioned in the Policy and eligibility as per the insurance plan opted for or as shown in the Policy Schedule/Certificate of Insurance.

Following covers are available as Base covers under the policy. One or more base covers can be opted. Following Base covers are applicable to your Policy as mentioned in Policy Schedule/ Certificate of Insurance. If more than one covers from among the following base covers are opted and if claim arises under both covers due to same accidental event then our liability will be restricted to the amount payable under one of these covers which has maximum benefit amount defined as per Policy Schedule.

#### **2.1 Accidental Death**

If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly

due to an Accident anywhere in the world, and results in death of the Insured person within 12 months of such accident, then We shall pay the Insured Person or his/her nominee as the case may be, a lump sum amount equal to the Sum Insured as specified in Policy schedule/ Certificate of Insurance against this cover.

## 2.2 Permanent total Disablement (PTD)

If at any time during the Policy Period, the Insured Person sustains an Injury resulting solely and directly due to an Accident anywhere in the world, and results in permanent total disablement (PTD), of any of the nature specified below, of the Insured person within 12 months of such accident, then We shall pay the Insured Person or his/her nominee as the case may be, the lump sum amount as per below table. The benefit amount is calculated on the Sum Insured as specified in Policy schedule/ Certificate of Insurance against this cover.

The benefit as per nature of the permanent total disablement is as specified below:

Nature of Disablement (Loss means Actual loss by physical separation or Total and irrecoverable loss of functional use)	Percentage of Limit as mentioned in Policy schedule for "Permanent Disablement Cover"
Loss of sight of both eyes	100%
Loss of two entire hands	100%
Loss of two entire feet	100%
Loss of one entire hand and one entire foot	100%
Loss of one eye and one entire hand OR Loss of one eye and one entire foot	100%
Loss of one entire hand or of one entire foot	50%
Loss of sight of one eye	50%
If such Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description	100%

For the purpose of this cover, Loss means the physical separation of body part, or, the total loss of functional use of a body organ or part provided such loss of functional use has continued for at least 12 months from the onset of such loss and is considered permanent by Medical Practitioner.

## Section 3. Permanent Exclusions

We shall not be liable to make any payment under this Policy for any claim directly or indirectly for, in connection with, caused by, arising out of, or in respect of, or howsoever attributable to the following:

1. Injury or treatment related to addictive conditions and disorders resulting from any kind of substance abuse or misuse including alcohol abuse or misuse.
2. Participation in Adventure Sports.

3. Insured person committing any breach of law with criminal intent or participation in any riots, civil commotion or felony
4. Any intentional self-injury, suicide or attempted suicide, insanity or stress
5. Condition resulting due to any disease or infection unless arising directly and solely due to accident
6. Any change of profession after inception of policy which results in increase in risk, unless declared by insured person and accepted & endorsed by Us
7. Any sexually transmitted disease
8. Related to or traceable to Pregnancy or childbirth
9. Whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any scheduled airlines in the world or in any aircraft whether privately owned or chartered or operated by scheduled airlines
10. Insured person operating or learning to operate any aircraft or performing duties as member of crew on any aircraft or scheduled airlines or any airline personnel
11. War or war like operations, Civil War, invasion, act of foreign enemies, revolution, insurrection, mutiny, terrorism, military or usurped power, seizure, capture, arrest, restraint, or detainment, confiscation, or nationalisation or requisition by or under the order of any government or public authority.
12. Any act of Nuclear, Chemical, Biological Terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. Claim due to Chemical or Biological agents
13. Radioactive, chemical, nuclear contamination or ionizing radiation
14. Any insured person's participation or involvement in any branch of naval, air force or military operations or any para military forces.
15. 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
16. Any pre-existing disability .

#### **Section 4 Claim Procedure**

Provided that due adherence/observance and fulfilment of the terms and conditions of this Policy (conditions and all endorsements hereon are to be read as part of this Policy) shall so far as they relate to anything to be done or not to be done by Policyholder and / or any Insured Person be a Condition Precedent to admission of Our liability under this Policy.

On the occurrence of an Injury that may give rise to a claim under this Policy, then as a Condition Precedent to Our liability under the Policy, the following procedure shall be complied with:

**Intimation of Claim:** If any injury is suffered or any condition happens which may give rise to Claim under

this Policy, Insured person or any one acting on his behalf shall notify Us immediately.

**Submission of claim:** The claim form along with the attending Medical Practitioner's certificate duly filled and signed in all respects with the following claim documents will be submitted to Us not later than 30 days from the date of discharge from the Hospital.

**Claim documents:**

Following is the list of documents required for claim assessment.

We will also require additional documents as per the nature of extension covers as opted.

Apart from these, We may also ask for any other documents which may be necessary to establish validity of claim on case to case basis.

• **List of Documents for Death Claim :-**

1. Duly filled PA claim form attested by Corporate Authority. (Claim form enclosed).
2. FIR Copy duly attested by Corporate Authority.
3. Death Certificate duly attested by Corporate Authority.
4. Post mortem report duly attested by Corporate Authority.
5. Hospital Documents (of all hospitals where the insured was admitted after accident) with Casualty notes, duly attested by Hospital Authority.
6. Photo ID proof of Deceased person duly attested by Corporate Authority.
7. Attested copy of Employee ID card of deceased attested by Corporate Authority.
8. Attested copy of Last 3 months attendance sheet of deceased, prior to accident, attested by Corporate Authority.
9. Attested copy of Last 3 months salary slip of deceased, prior to accident, attested by Corporate Authority.
10. Attested copy of document confirming the Nominee as per the Corporate record attested by Corporate Authority.
11. Photo ID Proof of Nominee (Aadhar Card) duly attested by Corporate Authority.
12. Address Proof of Nominee duly attested by Corporate Authority. (Copy of Telephone bill / Bank account statement / Letter from any recognized public authority/ Electricity bill / Ration card)
13. PAN card / Form 60 copy of Nominee duly attested by Corporate Authority.
14. Recent Photo of Nominee.
15. Duly Filled Bank Mandate Form (Bank Mandate Form Enclosed).
16. Original cancel cheque copy duly singed by the account holder - Nominee / Insured.
17. Copy of Pass Book of Nominee / insured confirming the Name of the account holder / Account No. / IFSC Code duly attested by Bank Authority.
18. If the claim needs to be settled in favour of Corporate, following documents are required for the same (If the claim is payable) :-
  - i. Copy of PAN card of Company duly attested by Institute authorized person.
  - ii. Copy of Memorandum and Articles of Association duly attested by Institute authorized person.

- iii. Copy of Certificate of Incorporation duly attested by Institute authorized person.
- iv. Duly Filled bank Mandate form by corporate (Bank Mandate Form Enclosed).

- **List of Documents for PTD Claim :-**

1. Duly filled original Claim Form
2. Policy copy
3. Claim Intimation
4. FIR – Attested or Original
5. Final Police Report / Original Panchnama
6. Certificate of from government hospital doctor confirming the nature and degree of disability
7. Discharge summary of the treating hospital clearly indicating the Hospital Registration No.
8. Diagnostic reports
9. Confirmation of coverage letter
10. Photograph of the injured with reflecting disablement
11. Termination letter for claim under “Loss of Employment”
12. Any other documents as and when requested by the claim settling authority

**Documents to be submitted to:**

The claim documents should be sent to:

Any of Our branch offices or corporate office

**Payment of Claim**

- No liability will be admitted, if the claim is fraudulent or supported by fraudulent means.
- The Insured Person or any person acting on behalf of the Insured Person, as the case may be, must provide at his/her expense, all the information asked by Us in relation to the claim and he/she must provide all reasonable cooperation and assistance to Us as may be required.
- If required, the Insured Person or any person acting on behalf of the Insured Person, as the case may be, must give consent to obtain medical reports from the Medical Practitioner at Our expense
- If requested by Us, the Insured Person must agree to be examined by a Medical Practitioner of Our choice and at Our expense
- All claims under this Policy shall be payable in Indian Currency.
- Claims under this Policy shall be settled or rejected, as the case may be, within 15 days.
- All claims are to be notified to Us within the timeline set out above. Where the delay in intimation is proved to be genuine and for reasons beyond the control of the Insured Person or nominee specified in the Policy Schedule or the claimant, We may condone such delay and process the claim. Please note that the waiver of the time limit for notice of claim and submission of claim is at Our discretion
- Upon acceptance of an offer of settlement by the Insured Person or the claimant, as the case may be, the payment of the amount shall be made within 15 days from the date of acceptance. In case of delay in payment, We shall be liable to pay interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by Us.

## Section 5. Standard Terms and Conditions

### 1. Observance of terms and conditions

The due adherence/observance and fulfilment of the terms, conditions and endorsements of this Policy in so far as they relate to anything to be done or complied with by Insured Person /Policyholder, shall be a Condition Precedent to Our liability to make any payment under this Policy .

### 2. Material Change

It is a Condition Precedent to the Our liability under the Policy that the Policyholder shall immediately notify Us in writing of any material change in the risk on account of change in the nature of occupation or business at his/her own expense. We may, in Our discretion, adjust the scope of cover and/or the premium payable, accordingly. The Policyholder/ Insured Person must exercise the same duty to disclose those matters to Us before the Renewal, extension, variation, endorsement or reinstatement of the Policy. The Policy terms and conditions may be altered accordingly.

### 3. Multiple Policies

In case of multiple policies which provide fixed benefits, on the occurrence of insured event in accordance with the terms & conditions of the policies, each insurer shall make the claim payment independent of payment received under similar health policies.

If two or more policies are taken by an Insured Person during the same period from one or more insurers to indemnify treatment costs, the Insured Person shall have the right to require a settlement of his/her claim in terms of any of his/her policies.

1. In all such cases the insurer who has issued the chosen policy shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
2. Claims under other policy/ies may be made after exhaustion of sum insured in the earlier chosen policy / policies. It is clarified that the Insured Person having multiple policies shall also have the right to prefer claims from other policy/policies for the amounts disallowed under the earlier chosen policy/policies, even if the sum insured is not exhausted. The insurer shall then settle the claim subject to the terms and conditions of the other policy/policies so chosen.
3. If the amount to be claimed exceeds the sum insured under a single policy after considering the Deductibles or Co-Payment, the Insured Person shall have the right to choose insurers from whom he/she wants to claim the balance amount.
4. Where the Insured Person has policies from more than one insurer to cover the same risk on indemnity basis, the Insured Person shall only be indemnified the Hospitalization costs in accordance with the terms and conditions of the chosen policy.

### 4. Alteration to the Policy

This Policy constitutes the complete contract of insurance. Subject to the provisions of applicable law,

no change or alteration will be effective or valid unless approved in writing which will be evidenced by a written endorsement signed and stamped by Us. No one except Us can change or vary this Policy.

## **5. No Constructive Notice**

Any knowledge or information of any circumstances or condition in relation to the Policyholder/Insured Person which is in Our possession and not specifically informed by the Policyholder/ Insured Person shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

## **6. Free Look Provision**

The Insured Person shall have a period of 30 days from the date of receipt of the Policy document to review the terms and conditions of this Policy. If the Insured Person has any objections to any of the terms and conditions, he/she may cancel the Policy stating the reasons for cancellation and provided that no claims have been made under the Policy, We will refund the premium paid by the Insured Person after deducting the amounts spent on any medical check-up, stamp duty charges and proportionate risk premium for the period on cover. All rights and Benefits under this Policy shall immediately stand extinguished on the free look cancellation of the Policy. The free look provision is not applicable and available at the time of Renewal of the Policy.

In case of any delay in refund, the insurer shall refund such amounts along with interest at the bank rate plus 2 percent on the refundable amount, from the date of receipt of the request for freelook cancellation till the date of refund. Such interest shall be paid suo moto by the insurer.

## **7. Cancellation/ Termination (other than Free Look cancellation)**

### **a. Cancellation by the Policyholder/ Insured Person :**

The Policyholder/ Insured Person may terminate this Policy during the Policy Period by giving Us at least 7 days prior written notice. We shall cancel the Policy and refund the premium for the balance of the Policy Period on prorate basis, provided that no claim has been made under the Policy by or on behalf of Insured Person.

### **b. Cancellation by Us:**

Without prejudice to the above, We may terminate this Policy during the Policy Period by sending 7 days prior written notice to the Policyholder's address shown in the Policy Schedule without refund of premium if:

- i. The Policyholder or any Insured Person or any person acting on behalf of either has acted in a dishonest or fraudulent manner under or in relation to this Policy;
- ii. The Policyholder or any Insured Person has not disclosed or misrepresented any true , complete and all correct facts in relation to the Policy.

We may also terminate this Policy in case of non-cooperation by Policyholder or any Insured Person. Premium for such cases shall be refunded on prorate basis.

## **8. Fraudulent claims**

If a claim is in any way found to be fraudulent, or if any false statement, or declaration is made or used in support of such a claim, or if any fraudulent means or devices are used by the Policyholder or any Insured Person or any false or incorrect Disclosure to information norm or anyone acting on the Insured Person's behalf to obtain any Benefit under this Policy, then this Policy shall be void and all claims being processed shall be forfeited for all Insured Persons and all sums paid under this Policy shall be repaid to Us by all Insured Persons who shall be jointly liable for such repayment.

## **9. Limitation of Liability**

If a claim is rejected or partially settled and is not the subject of any pending suit or other proceeding or arbitration, as the case may be, within twelve months from the date of such rejection or settlement the claim shall be deemed to have been abandoned and Our liability shall be extinguished and shall not be recoverable thereafter.

## **10. Records to be maintained**

The Policyholder or the Insured Person, as the case may be shall keep an accurate record containing all relevant medical records like in-patient records, discharge summary, diagnostic reports and disability certificate (if applicable) and shall allow Us or our representative(s) to inspect such records. The Policyholder or the Insured Person as the case may be, shall furnish such information as may be required by Us under this Policy at any time during the Policy Period or until final adjustment (if any) and resolution of all claims under this Policy.

## **11. Geographical Scope**

The geographical scope of this Policy applies to events worldwide. However, all admitted or payable claims shall be settled in India in Indian rupees only. For all admissible reimbursement claims the exchange rate on the date of payment by Insured to the treatment provider will be applicable.

## **12. Policy Disputes**

Any and all disputes or differences under or in relation to this Policy herein shall be determined by Indian law and shall be subject to the jurisdiction of the Indian Courts.

## **13. Renewal of Policy**

- a) This Policy will automatically terminate at the end of the Policy Period. This Policy is ordinarily renewable on mutual consent for life, subject to application of Renewal and realization of Renewal premium. All Renewal application should reach Us on or before the Policy Expiry Date.
- b) We may revise the Renewal premium payable under the Policy basis previous claims experience as per our filed rating approach. For any change from filed rating approach we will take Authority's approval.
- c) A Grace Period of 30 days is available at the time of renewal of this Policy with Us. Coverage is not

available for the period for which premium is not received by Us and We shall not be liable for any claims incurred during such period. The provision of Section 64VB of the Insurance Act 1938 shall be applicable.

- d) Renewal of the Policy will not ordinarily be denied other than on grounds of moral hazard, misrepresentation or fraud or non-cooperation by Insured Person /the Policyholder .
- e) Modification of cover(s) may be requested by the Policyholder at the time of Renewal of the Policy. We reserve the right to carry out underwriting subject to Our board approved underwriting policy in relation to any alterations like increase/decrease in Sum Insured, change in plan/coverage, addition/deletion of Insured Persons, or any such other change.
- f) This product may be modified or withdrawn by Us after due approval from the IRDAI in accordance with applicable law. In such a case, We shall offer and the equivalent product options available to the Insured Person at the time of Renewal of this Policy.

#### **14. Endorsements**

Insured Person/the Policyholder should request for any endorsement in writing. Any endorsement that is accepted by Us shall be effective from the date of the request as received from Insured Person /the Policyholder, or the date of receipt of premium, whichever is later.

We reserve the rights to do underwriting in case of any such endorsement requests which has a bearing on the premium and/or material risk.

#### **15. Moratorium Period:**

After completion of sixty continuous months of coverage (including portability and migration) in health insurance policy, no policy and claim shall be contestable by the insurer on grounds of non-disclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever, the sum insured is enhanced, completion of sixty continuous months would be applicable from the date of enhancement of sums insured only on the enhanced limits.

#### **16. Communications & Notices**

Any communication or notice or instruction under this Policy shall be in writing and will be sent to:

- a) To Us, at the address as specified in Policy Schedule and Certificate of Insurance
- b) The Policyholder's, at the address as specified in Policy Schedule OR to the Insured Person , at the address as specified in Certificate of Insurance
- c) No insurance agents, brokers, other person or entity is authorized to receive any notice on behalf of Us unless explicitly stated in writing by Us
- d) Notice and instructions will be deemed served 10 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

## 17. Grievance Redressal

Insured Person/the Policyholder may contact Us for any grievance (providing details of the grievance) through.:

Our website: [www.magmainsurance.com](http://www.magmainsurance.com)

Email: [customercare@magmainsurance.com](mailto:customercare@magmainsurance.com)

Call us at: 1800 3002 3202

Courier: Any of Our branch offices or corporate office during business hours

In case Insured Person/the Policyholder is not satisfied with the decision of the above office, or has not received any response within 10 days, Insured Person/the Policyholder may contact the official for resolution on:

### **Grievance Redressal Officer at the address:**

Magma General Insurance Limited.

Equinox Business Park, Tower 3, Ambedkar Nagar  
2nd Floor, Unit Number 1B & 2B, LBS Marg, Kurla (West),  
Mumbai – 400070, Maharashtra.

If Insured Person /the Policyholder is not satisfied with Our redressal, he/ she may use the Integrated Grievance management Services (IGMS). For registration in IGMS please visit IRDAI website [www.irdai.gov.in](http://www.irdai.gov.in)

If Insured Person /the Policyholder is still not satisfied, then he/she may approach the nearest Insurance Ombudsman at the addresses given in Annexure I.

## 18. Nominee

At policy start date, the Insured person can make a nomination for the purpose of payment of claims under the Policy in the event of death.

Any change of nomination shall be communicated to Us in writing and such change shall be effective only when an endorsement on the Policy is made by Us.

## 19. Complete Discharge

We will not be bound to take notice or be affected by any notice of any trust, charge, lien or other dealing with or relating to this Policy. The payment made by Us to Insured Person /the Policyholder or to the Insured Person's nominee/legal representative or to the Hospital, as the case may be, of any Medical Expenses or compensation or Benefit under the Policy shall in all cases be complete, valid and be construed as an effectual discharge in favour of Us.

**Annexure I**

Office of the Ombudsman	Contact Details	JURISDICTION
<b>AHMEDABAD</b>	Shri Collu Vikas Rao Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, AHMEDABAD – 380 001. Tel.: 079 - 25501201/02 Email: bimalokpal.ahmedabad@cioins.co.in	Gujarat, Dadra & Nagar Haveli, Daman and Diu.
<b>BENGALURU</b>	Mr Vipin Anand Insurance Ombudsman 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	Karnataka
<b>BHOPAL</b>	Shri R. M. Singh Insurance Ombudsman Office of the Insurance Ombudsman, 1st floor,"Jeevan Shikha", 60-B,Hoshangabad Road, Opp. Gayatri Mandir,Arera Hills Bhopal – 462 011. Tel.: 0755 - 2769201 / 2769202 / 2769203 Email: bimalokpal.bhopal@cioins.co.in	Madhya Pradesh and Chhattisgarh.
<b>BHUBANESWAR</b>	Shri Manoj Kumar Parida Insurance Ombudsman Office of the Insurance Ombudsman, 62, Forest park, Bhubaneswar – 751 009. Tel.: 0674 - 2596461 /2596455/2596429/2596003 Email: bimalokpal.bhubaneswar@cioins.co.in	Odisha
<b>CHANDIGARH</b>	Mr Atul Jerath Insurance Ombudsman Office Of The Insurance Ombudsman, Jeevan Deep Building SCO 20-27,	Punjab, Haryana (excluding Gurugram, Faridabad, Sonepat and Bahadurgarh), Himachal Pradesh, Union Territories of Jammu &

	Ground Floor Sector- 17 A, Chandigarh – 160 017. Tel.: 0172-2706468 Email: bimalokpal.chandigarh@cioins.co.in	Kashmir, Ladakh & Chandigarh
<b>CHENNAI</b>	Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24333678 Email: bimalokpal.chennai@cioins.co.in	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
<b>DELHI</b>	Ms Sunita Sharma Insurance Ombudsman Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 46013992/23213504/23232481 Email: bimalokpal.delhi@cioins.co.in	Delhi & following Districts of Haryana - Gurugram, Faridabad, Sonepat & Bahadurgarh
<b>GUWAHATI</b>	Shri Somnath Ghosh Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Near Pan Bazar, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 / 2631307 Email: bimalokpal.guwahati@cioins.co.in	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura
<b>HYDERABAD</b>	Shri N. Sankaran Insurance Ombudsman Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Hyundai Showroom, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 / 23376991 / 23376599 / 23328709 / 23325325 Email: bimalokpal.hyderabad@cioins.co.in	Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.
<b>JAIPUR</b>	Shri Rajiv Dutt Sharma Insurance Ombudsman Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg,	Rajasthan

	Jaipur - 302 005. Tel.: 0141- 2740363 Email: bimalokpal.jaipur@cioins.co.in	
<b>KOCHI</b>	Shri G. Radhakrishnan Insurance Ombudsman Office of the Insurance Ombudsman, 10th Floor, Jeevan Prakash, LIC Building, Opp to Maharaja's College Ground, M.G. Road, Kochi - 682 011. Tel.: 0484 - 2358759 Email: bimalokpal.ernakulam@cioins.co.in	Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry
<b>KOLKATA</b>	Ms Kiran Sahdev Insurance Ombudsman Office of the Insurance Ombudsman, Hindustan Bldg. Annex, 7th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands
<b>LUCKNOW</b>	Shri. Atul Sahai Insurance Ombudsman Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 4002082 / 3500613 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gajipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahrach, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajganj, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar
<b>MUMBAI</b>	Mr Vipin Anand Insurance Ombudsman Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annex, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 69038800/27/29/31/32/33 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region (excluding Navi Mumbai & Thane)

<b>NOIDA</b>	<p>Shri Bimbadhar Pradhan            Insurance Ombudsman            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</p>	State of Uttarakhand and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kannauj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautam Buddh nagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur
<b>PATNA</b>	<p>Ms Susmita Mukherjee            Insurance Ombudsman            Office of the Insurance Ombudsman,            2nd Floor, Lalit Bhawan,            Bailey Road,            Patna 800 001.            Tel.: 0612-2547068            Email: bimalokpal.patna@cioins.co.in</p>	Bihar, Jharkhand
<b>PUNE</b>	<p>Shri Sunil Jain            Insurance Ombudsman            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.: 020-24471175            Email: bimalokpal.pune@cioins.co.in</p>	Maharashtra, Areas of Navi Mumbai and Thane (excluding Mumbai Metropolitan Region)

For updated list visit- <https://www.cioins.co.in/Ombudsman>