

## Liberty Janata Personal Accident Policy (Group) Policy Wordings (UIN –LIBPAGP22194V022122 )

### PREAMBLE

Liberty General Insurance Company (hereinafter called the “Company”) will provide insurance cover to the Person/person(s) (hereinafter called the “Insured Person”), based on the Proposal made and agreed premium paid within such time, as may be prescribed under the provisions of the Insurance Act, 1938, for the Policy Period stated in the Schedule or during any further period for which the Company may accept payment for the renewal or extension of this Policy ,subject always to the following terms, conditions, exclusions, and limitations and the Schedule. This Policy records the agreement between the Company (We) and the Insured (You), and sets out the terms of insurance and obligations of each party.

### Part I: Definitions

The words or expressions defined below have specific meanings ascribed to them wherever they appear in this Policy. For purposes of this Policy, please note that references to the singular or masculine include references to the plural or to the female respectively.

#### Standard Definitions

1. **"Accident"** is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. “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.
3. **“Condition Precedent”** shall mean a policy term or condition upon which the Insurer’s liability under the Policy is conditional upon.
4. **“Disclosure to information Norm”** The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact..
5. **“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.
6. **“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 the Clinical Establishments ( Registration and Regulation ) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
  - a) has qualified nursing staff under its employment round the clock;
  - b) has at least 10 inpatient 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.
7. **"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.
8. **“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

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State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license provided that this person is not a member of the Insured Person's family.

9. **“Notification of Claim”** means the process of intimating a claim to the insurer or TPA through any of the recognized modes of communication.
10. **“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.

### Specific Definitions

1. **“Age”** means the completed age of the Insured Person as on his last birthday.
2. **Capital Sum Insured”** means the sum as specified in the Schedule to this Policy against the name of Insured / Insured Person, which sum represents the Company's maximum liability for any or all claims under the Accident benefit(s) during the Policy Period against the respective benefit(s).
3. **Endorsement”** means written evidence of change to the Policy including but not limited to increase or decrease in the period, extent and nature of the cover agreed by Us in writing.
4. **“Entry age”** means the age of the Insured Person at the time of commencement of the Policy.
5. **“Family”** means, the family that consists of the proposer and any one or more of the family members as mentioned below -  
Legally wedded spouse, Dependent children (i.e. natural or legally adopted) between the age 3 months to 25 years. If the child above 18 years of age is financially independent, he or she shall be ineligible for coverage in the subsequent renewal.
6. **“Insured/ You”** means the employer or legally constituted group named in the Schedule who has concluded this Policy with Us
7. **“Insured Person/s”** means the person/s named in the Schedule to the Policy, who is/are Resident Indian/s and for whom the insurance is also proposed and appropriate premium paid.
8. **“Insured Event”** means an event, loss or damage anywhere in the world for which the Insured Person is entitled to benefit/s under the Policy.
9. **“Nominee”** means the person named in the proposal or schedule to whom the benefit under the Policy is nominated by the Insured Person.
10. **“Occupation”** means Occupation of the Insured/Insured Person/s as mentioned in the Schedule to this Policy.
11. **“Policy period”** means the period between the inception date and the expiry date as specified in the Schedule to this Policy or the cancellation of this insurance, whichever is earlier.
  - i. Upto 1 year for Non Credit Linked Policy
  - ii. Upto 5 years for Credit Linked Policy

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- 12. **"Policy"** means this document of Policy describing the terms and conditions of this contract of insurance including the Company's covering letter to the Insured if any, the Schedule attached to and forming part of this Policy, the Insured's Proposal form and any applicable **endorsement** attaching to and forming part thereof either at inception or during the Period of Insurance.
- 13. **"Policy Schedule"** means the Policy Schedule attached to and forming part of Policy
- 14. **"Permanent Partial Disability"** means an accidental Injury caused by accident, which as a direct consequence thereof, disables any part of the limbs or organs of the body of the Insured person and which falls into one of the categories listed in the Table of Benefits.
- 15. **"Permanent Total Disability"** means an accidental Injury caused by Accident, which immediately, permanently, totally, and absolutely disables the Insured Person from engaging in being occupied with or giving attention to paid employment or occupation of any description whatsoever.
- 16. **"Schedule"** means Schedule attached to and forming part of this Policy mentioning the details of the Insured/ Insured Persons, the Sum Insured, the period, Coverage and the limits to which benefits under the Policy are subject to.
- 17. **"Table of Benefits"** means the Table of Benefits specified under the Accident Benefits section of this Policy.
- 18. **"We, Our, Us"** means the Company, Liberty General Insurance Company Limited.
- 19. **"You, Your"** means the Person/s named as Insured in the Policy Schedule

**Part II : Coverages**

If the Insured Person shall sustain any Bodily Injury resulting solely and directly from Accident caused by external, violent and visible means, then the Company shall pay to the Insured Person, his or her Nominee or legal representatives, as the case may be, subject to the Capital Sum Insured being the maximum liability of the Company towards injury, solely and directly from Accident, the sum hereinafter set forth that is to say:

This policy allows the insured to choose PTD and or PPD as optional cover.

**1. Accidental Death**

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 the Schedule hereto.

Accident Benefits	% of CSI
Accidental Death	100%

**2. Permanent Total Disability**

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 both eyes, or total and irrecoverable loss of use of hands or two feet or one hand and one foot, or for such loss of sight of one eye and such loss of use of one hand, one foot the Capital Sum Insured stated in the Schedule hereto.

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 a foot, fifty per cent (50%) if the Capital Sum Insured in the Schedule hereto.

If such Injury shall as a direct consequence thereof immediately, permanently, totally, and absolutely disable the Insured Person from engaging in being occupied with or giving attention to paid employment or occupation of any description

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whatsoever, the Capital Sum Insured stated in the schedule hereto.

The compensation under more than one clause for same period of disability shall not exceed the Capital Sum Insured

Loss of use of	% of CSI
Limbs (both hands or both feet or one hand and one foot)	100%
Loss of a Limb and an eye	100%
Complete and irrecoverable loss of sight of both eye	100%
Loss of sight of one eye, or total and irrecoverable loss of use of a hand or a foot	50%
Permanent Total Disability due to Accident	100%

In this benefit

- i. Limb means a hand at or above the wrist or a foot above the ankle.
- ii. Loss of Limb means physical separation of a limb above the wrist or ankle respectively

### 3. Permanent Partial Disability

If an Insured Person suffers from an accidental injury during the Policy Period and within twelve calendar months from the date of the Accident this is the sole and direct cause of his Permanent Partial Disability in one of the ways detailed in the table below, then We will pay the percentage of the Capital Sum Insured shown in the table.

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

Permanent Partial Disability – Table of Benefits	
Loss of	% of CSI
Each arm at the shoulder joint	70%
Each arm to a point above elbow joint	65%
Each arm below elbow joint	60%
Each hand at the wrist	55%
Each thumb	20%
Each index finger	10%
Each other finger	5%
Each leg above center of the femur	70%
Each leg up to a point below the femur	65%
Each leg to a point below the knee	50%
Each leg up to the center of tibia	45%
Each foot at the ankle.	40%
Each big toe	5%
Each other toe	2%
Hearing in each ear	30%
Sense of smell	10%
Sense of taste	5%
Any other Permanent Partial Disability	Percentage as assessed by Registered medical practitioner

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The compensation under more than one event as stated above, for same period of disability shall not exceed the Capital Sum Insured stated under this cover.

In case of multiple claims under Permanent Partial Disability arising due to multiple events during the Policy period, the total claim payable amount shall not exceed the Capital Sum Insured stated under this cover.

The total liability for payment of compensation for an insured person under Accident benefit(s) in aggregate shall not exceed the amount mentioned as Sum Insured against each insured person in Policy Schedule. On payment of the Sum Insured as referred for all the above benefits, such benefits and relevant extensions shall cease to exist.

### Part III : General Exclusions

PROVIDED ALWAYS THAT the Company shall not be liable under this Policy for –

1. Death or disability resulting directly or indirectly caused by, contributed to or aggravated or prolonged by childbirth or from pregnancy excluding ectopic pregnancy.
2. Any injury or disablement arising out of or contributed to by or traceable to any disability existing on the date of issue of this Policy.
3. Expenses related to any treatment necessitated due to participation in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.
4. Any claim for death or disablement (whether of a permanent nature or of a temporary nature), hospitalisation of the insured person, directly or indirectly due to War (whether declared or not) and war like occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, revolutions, insurrections, mutiny, military or usurped power, seizure, capture, arrest, restraints and detainment of all kinds.
5. Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of Insured Person
  - a. from intentional self-injury unless in self-defense or to save life, suicide or attempted suicide;
  - b. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / accident though under influence of intoxication.
  - c. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world.  
[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine;]
  - d. arising or resulting from the Insured Person committing any breach of law with criminal intent.
6. Any loss whilst flying or taking part in aerial activities (including cabin crew) except as a fare-paying passenger in a regular Scheduled airline or Air Charter Company.  
Fare paying passenger includes person travelling through some concession or benefit in terms of valid boarding pass / voucher
7. Any claim resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:

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- a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
  - b. Nuclear weapons material
  - c. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  - d. Nuclear, chemical and biological terrorism
8. We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### Part IV: General Terms & Conditions

#### Standard General Terms and Conditions

##### 1. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder.  
(Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

##### 2. 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.

##### 3. 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 shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all person(s), who has made the particular claim, who shall be jointly and severally liable for such repayment to the Company.

For the purpose of this clause, the expression "fraud" means any or all of the following acts wilfully committed by the Insured Person or by his agent or intermediary, 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 mis-statement of or suppression of material fact are within the knowledge of the insurer.

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### 4. 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

### 5. Cancellation

(i) The policyholder may cancel his/her policy at any time during the term, by giving 7 days notice in writing. The Company shall

a. refund proportionate premium for unexpired policy period, if the term of policy upto one year and there is no claim (s) made during the policy period.

b. refund premium for the unexpired policy period, in respect of policies with term more than 1 year and risk coverage for such policy years has not commenced.

(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.

### 6. 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.

### 7. Free look period (if applicable)

The insured person shall be allowed free look period of 30 days from date of receipt of the policy document to review the terms and conditions of the policy. If he/she is not satisfied with any of the terms and conditions, he/she has the option to cancel his/her policy. The Free Look Period shall be applicable only for new individual health insurance policies, except for those policies with tenure of less than a year and not on renewals.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to -

i. a refund of the premium paid less any expenses incurred by the Company on medical examination of the insured person and the stamp duty charges or

ii. where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or

iii. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period;

### 8. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of established fraud or non-disclosure or misrepresentation by the insured person.

i. The Company shall give notice for renewal atleast 30 days prior to expiry of the policy.

ii. Renewal of a health insurance policy shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years, except for benefit based policies where the policy terminates following payment of the benefit covered under the policy.

iii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.

iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period.

### 9. Withdrawal of Product

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.

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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.

### 10. Redressal of Grievance

**Grievance**—In case of any grievance relating to servicing the Policy, the Insured Person may contact the Company through

Website: [www.libertyinsurance.in](http://www.libertyinsurance.in)

Toll free:1800166584

Email: [care@libertyinsurance.in](mailto:care@libertyinsurance.in)

Courier: Unit 1501&1502, 15th Floor, Tower 2, One International Center, Senapati Bapat Marg, Prabhadevi, Mumbai – 400013

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 [gro@libertyinsurance.in](mailto:gro@libertyinsurance.in)

For grievance redressal mechanism and details of grievance office of the Company, kindly refer the link - <https://www.libertyinsurance.in/customer-support/grievance-redressal>

**Senior Citizens can email us at:** [seniorcitizen@libertyinsurance.in](mailto:seniorcitizen@libertyinsurance.in)

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

**Insurance Ombudsman** –If the 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. The contact details of the Insurance Ombudsman offices have been provided as Annexure-A

### Specific Terms and Clauses

#### 11. Observance of Terms and Conditions

The due observance and fulfillment of the terms, conditions and **endorsements** of this Policy insofar as they relate to anything to be done or complied with by the Insured/Insured Person/s shall be a condition precedent to any liability of the Company to make any payment under this Policy.

#### 12. Reasonable Care

The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.

#### 13. Material Change / Change of Occupation

The Insured/ Insured Person shall immediately notify the Company in writing of any material change in the risk or change in business or occupation during the currency of the Policy and the Company may adjust the scope of the cover and/or the premium, if necessary, accordingly.

The above notification is not mandatory when only the employer changes, but the nature of occupation does not change.

#### 14. Assignment

You can assign this policy under intimation to Us. Assignment of a policy shall be in accordance with Section 38 of the Insurance Act, 1938 as amended from time to time .



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1. An assignment of a policy of insurance, wholly or in part, whether with or without consideration, may be made only by an **endorsement** upon the policy itself or by a separate instrument, signed in either case by the assignor or his duly authorised agent and attested by at least one witness, specifically setting forth the fact of assignment and the reasons thereof, the antecedents of the assignee and the terms on which the assignment is made.
2. An insurer may, accept the assignment, or decline to act upon any **endorsement** made under sub-section (1), where it has sufficient reason to believe that such assignment is not bona fide or is not in the interest of the Insured Person or in public interest or is for the purpose of trading of insurance policy.
3. The insurer shall, before refusing to act upon the **endorsement**, record in writing the reasons for such refusal and communicate the same to the Insured Person not later than thirty days from the date of the Insured Person giving notice of such assignment.
4. Any person aggrieved by the decision of an insurer to decline to act upon such assignment may within a period of thirty days from the date of receipt of the communication from the insurer containing reasons for such refusal, prefer a claim to the Authority.
5. Subject to the provisions in sub-section (2), the assignment shall be complete and effectual upon the execution of such **endorsement** or instrument duly attested but except, where the assignment is in favour of the insurer, shall not be operative as against an insurer, and shall not confer upon the assignee, or his legal representative, any right to sue for the amount of such policy or the moneys secured thereby until a notice in writing of the assignment and either the said **endorsement** or instrument itself or a copy thereof certified to be correct by both assignor and assignee or their duly authorised agents have been delivered to the insurer: Provided that where the insurer maintains one or more places of business in India, such notice shall be delivered only at the place where the policy is being serviced.
6. The date on which the notice referred to in sub-section (5) is delivered to the insurer shall regulate the priority of all claims under the assignment as between persons interested in the policy; and where there is more than one instrument of assignment the priority of the claims under such instruments shall be governed by the order in which the notices referred to in sub-section (5) are delivered: Provided that if any dispute as to priority of payment arises as between assignees, the dispute shall be referred to the Authority.
7. Upon the receipt of the notice referred to in sub-section (5), the insurer shall record the fact of such assignment together with the date thereof and the name of the assignee and shall, on the request of the person by whom the notice was given, or of the assignee, on payment of such fee as may be specified by the regulations, grant a written acknowledgement of the receipt of such notice; and any such acknowledgement shall be conclusive evidence against the insurer that he has duly received the notice to which such acknowledgment relates.
8. Subject to the terms and conditions of the assignment, the insurer shall, from the date of the receipt of the notice referred to in sub-section (5), recognise the assignee named in the notice as the absolute assignee entitled to benefit under the policy, and such person shall be subject to all liabilities and equities to which the assignor was subject at the date of the assignment and may institute any proceedings in relation to the policy, obtain a loan under the policy or surrender the policy without obtaining the consent of the assignor or making him a party to such proceedings. Explanation. Except where the **endorsement** referred to in sub-section (1) expressly indicates that the assignment is conditional in terms of subsection (10) hereunder, every assignment shall be deemed to be an absolute assignment and the assignee shall be deemed to be the absolute assignee.
9. Notwithstanding any law or custom having the force of law to the contrary, an assignment in favour of a person made upon the condition that —
  - 1) the proceeds under the policy shall become payable to the Insured Person or the nominee or nominees in the event of either the assignee predeceasing the insured Person; or
  - 2) the Insured Person surviving the term of the policy, shall be valid: Provided that a conditional assignee shall not be entitled to obtain a loan on the policy or surrender a policy.

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10. In the case of the partial assignment of a policy of insurance under sub-section (1), the liability of the insurer shall be limited to the amount secured by partial assignment and such insured person shall not be entitled to further assign the residual amount payable under the same policy.

### **15. Special Provisions**

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

### **16. Currency for Payment**

All claims shall be payable in India and in Indian Rupees only.

### **17. Subrogation**

In the event of payment under this Policy, the Company shall be subrogated to all the Insured /Insured Person's rights of recovery thereof against any person or organization, and the Insured/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured /Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated. This clause applies only to coverage under the indemnity section of the policy and does not apply to benefit sections.

### **18. Policy Disputes**

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation, and effect of this Policy. Any dispute concerning the interpretation of the terms and conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian law. Each party agrees to be subject to the executive jurisdiction of the appropriate Courts in Mumbai and to comply with all requirements as necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

### **19. Arbitration**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and the arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any subsequent amendment thereto.

It is clearly agreed and understood that no dispute or difference shall be referred to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

The seat of Arbitration shall be Mumbai

### **20. Notice**

Every notice and communication to the Company required by this Policy shall be in writing and be addressed to the registered office of the Company. In case the Policy is sold via voice log the notice to the Company may be placed via same mode.

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### 1. Notification of Claim

It is a condition precedent to our liability hereunder that written notice of claim must be given by the Insured Person/Nominee/Legal Heir, as applicable, to the Company within 15 days after an actual or potential loss begins or as soon as is reasonably possible and, in any event, not later than 30 days after an actual or potential loss begins.

However, the Company may condone the delay on merits of the claim subject to getting satisfied that the delay in notification was due to reasons beyond the control of the Insured/Insured Person/Nominee.

### 2. Time for Filing Claim Documents

Completed Claim Forms and written evidence of loss must be furnished to Us within 30 days after the date of such accident. Failure to furnish such evidence within the time required shall not invalidate nor reduce any claim if the Insured/Insured Person/Nominee can satisfy the company that it was not reasonably possible for the Insured/Insured Person/Nominee to give proof / documents within such time.

The above time limit will not apply to claims pending action or arbitration.

### 3. Claim Procedure

It is a condition precedent to the Company's liability that upon the discovery or happening of any loss that may give rise to a claim under this Policy, the Insured Person/Nominee/Legal Heir, as applicable, shall undertake the following:

The claim has to be intimated to the Company directly or through the group administrator.

The following information should be furnished by the Insured Person/s while intimating a claim:

1. Insured Person's contact numbers
2. Policy Number
3. Location, Date and Time of Loss
4. Whether Police authorities has been informed (in case of Road/Rail Accident claim)
5. Name of the Insured Person(s) named in the Policy schedule/Certificate of Insurance, availing treatment,
6. Nature of injury,
7. Name and address of the attending Medical Practitioner/Hospital
8. Date and time of event if applicable
9. Date of admission

#### Claims Processing and Settlement

- i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.
- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days the company shall be liable to pay interest at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

Bank rate shall mean the rate fixed by Reserve Bank of India at the beginning of the financial year in which claim have fallen due.

Claims processing and settlement will be as per relevant provisions of applicable Circulars and Regulations issued by IRDAI from time to time.

Proof satisfactory to the Company shall be furnished on all matters upon which a claim is based. Any Medical Officer or other representative of the Company shall be allowed to examine the Insured/Insured Person on the occasion of

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any alleged injury or disability when and so often as the same may reasonably be required on behalf of the Company. Such evidence as the Company may from time to time require shall be furnished within the space of fourteen days after demand in writing.

Documents to be submitted are as below.

### A. Accidental Death

1. Duly filled and signed claim form.
2. FIR / MLC from police authorities.
3. Driving License of the Insured Person in case death or injury because of Road Traffic accident and the Insured Person was driving the vehicle involved.
4. Death Certificate issued by competent Authorities.
5. Death Summary from the Hospital Authorities if death is confirmed by the Hospital.
6. Post Mortem Report if conducted (Viscera report may asked in case chemical analysis preserved)
7. Inquest / Panchnama Report.
8. Letter from HR stating the attendance closure to the incident in case if employee for Group policies.
9. Indemnity Bond / Succession Certificate/ Legal Heir Certificate.
10. Latest Photograph of the beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done.
11. Photo ID proof of the beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done.
12. Address proof of the beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done.
13. NEFT mandate form filled by beneficiary / Insured Person / Legal Heirs in whose name the payment is to be done
14. Outstanding Loan Statement

### B. PTD/PPD Claim Check List:

- a. Duly filled and signed claim form
- b. FIR / Medico Legal Case (MLC) report from police authorities.
- c. Driving License of the Insured Person in case of injury because of Road Traffic accident and the Insured Person was driving the vehicle involved.
- d. Medical Certificate from the attending Medical Practitioner for the injury indicating the extent of disability.
- e. Hospital / Nursing Home Medical Records.
- f. Radiological / X Ray report relevant to the disability.
- g. Photographs of the insured showing affected area.
- h. Photo ID proof of the deceased / Insured Person in whose name the payment is to be done.
- i. Address proof of the deceased / Insured Person in whose name the payment is to be done.
- j. NEFT mandate form filled by deceased / Insured Person in whose name the payment is to be done.
- k. Disability Certificate from Civil Surgeon in PPD & PTD Claim.

We may call for additional documents/ information as relevant and necessary for processing of the claim.

No person other than the Insured /Insured Person(s) and/ or nominees named in the proposal and/ or Legal Heir can claim or sue us under this Policy.

In the event of the original documents being provided to any other Insurance Company or to a reimbursement provider, the Company shall accept properly verified photocopies of such documents attested by such other Insurance Company/ reimbursement provider.

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#### 4. Multiple Policies

**a) Indemnity based policies :** In case of multiple policies held by Insured person, insured person has a choice to file claim settlement under any policy. If insured person chooses to file such claim under policy held with the Company, then same shall be treated as the primary Insurer. In case the available coverage under the said policy is less than the admissible claim amount, then we, Liberty General Insurance as primary Insurer shall seek the details of other available policies of the Insured and shall coordinate with other Insurers to ensure settlement of the balance amount as per the policy conditions, without causing any hassles to the Insured.

urers to ensure settlement of the balance amount as per the policy conditions, without causing any hassles to the Insured.

**b) Benefit based Policies:** On occurrence of the insured event, the policyholders can claim from all Insurers under all policies.

#### Insurance is the subject matter of solicitation Annexure A

The contact details of the **Insurance Ombudsman** offices are as below –

Areas of Jurisdiction	Office of the Insurance Ombudsman
Gujarat, Dadra & Nagar Haveli, Daman and Diu.	Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@cioins.co.in">bimalokpal.ahmedabad@cioins.co.in</a>
Karnataka	Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@cioins.co.in">bimalokpal.bengaluru@cioins.co.in</a>
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@cioins.co.in">bimalokpal.bhopal@cioins.co.in</a>
Orissa	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 / 2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@cioins.co.in">bimalokpal.bhubaneswar@cioins.co.in</a>
Punjab, Haryana(excluding Gurugram, Faridabad, Sonapat and Bahadurgarh) Himachal Pradesh, Union Territories of	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017.

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Jammu & Kashmir, Ladakh & Chandigarh.	Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@cioins.co.in">bimalokpal.chandigarh@cioins.co.in</a>
Tamil Nadu, Tamil Nadu Puducherry Town and Karaikal (which are part of Puducherry).	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@cioins.co.in">bimalokpal.chennai@cioins.co.in</a>
Delhi & Following Districts of Haryana - Gurugram, Faridabad, Sonapat & Bahadurgarh.	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@cioins.co.in">bimalokpal.delhi@cioins.co.in</a>
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@cioins.co.in">bimalokpal.guwahati@cioins.co.in</a>
Andhra Pradesh, Telangana, Yanam and part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@cioins.co.in">bimalokpal.hyderabad@cioins.co.in</a>
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:bimalokpal.jaipur@cioins.co.in">bimalokpal.jaipur@cioins.co.in</a>
Kerala, Lakshadweep, Mahe-a part of Union Territory of Puducherry.	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@cioins.co.in">bimalokpal.ernakulam@cioins.co.in</a>
West Bengal, Sikkim, Andaman & Nicobar Islands.	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@cioins.co.in">bimalokpal.kolkata@cioins.co.in</a>

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Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@cioins.co.in">bimalokpal.lucknow@cioins.co.in</a>
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 69038821/23/24/25/26/27/28/28/29/30/31 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@cioins.co.in">bimalokpal.mumbai@cioins.co.in</a>
State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoor, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.	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: <a href="mailto:bimalokpal.noida@cioins.co.in">bimalokpal.noida@cioins.co.in</a>
Bihar, Jharkhand.	Office of the Insurance Ombudsman, 2nd Floor, Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068 Email: <a href="mailto:bimalokpal.patna@cioins.co.in">bimalokpal.patna@cioins.co.in</a>
Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@cioins.co.in">bimalokpal.pune@cioins.co.in</a>

