



## **PROSPECTUS - HDFC ERGO JANATA PERSONAL ACCIDENT INSURANCE**

### **1. Scope of Cover:**

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

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### **2. Main Exclusions:**

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

1. Payment of compensation in respect of injury or disablement arising out of or contributed to by or traceable to any disability existing on the date of issue of this **Policy**.
2. For **Bodily Injury** or Death caused or provoked intentionally by the **Beneficiary**.
3. For **Bodily Injury** or Death due to willful or deliberate exposure to danger (except in an attempt to save human life), intentional self-inflicted injury, suicide or attempted threat
4. For **Bodily Injury** or Death sustained or suffered whilst the **Beneficiary** is or as a result of the **Beneficiary** being under the influence of alcohol OR drugs or narcotics unless professionally administered by a **Medical Practitioner** or unless professionally prescribed by and taken in accordance with the directions of a **Medical Practitioner**.
5. For **Bodily Injury** or Death sustained whilst or as a result of participating in Adventure Sports. For **Bodily Injury** or Death whilst the **Beneficiary** is traveling by air other than as a passenger (fare paying or otherwise) on an aircraft registered to an airline company for the transport of paying passengers on regular and published scheduled routes.
6. For **Bodily Injury** or Death sustained whilst or as a result of participating in any criminal act with criminal intent.
7. For **Bodily Injury** or Death resulting from pregnancy within twenty-six (26) weeks of the delivery.
8. For **Bodily Injury** or Death sustained whilst or as a result of active participation in any violent labour disturbance, riot or civil commotion or public disorder.
9. For **Bodily Injury** or Death sustained whilst on service or on duty with or undergoing training with any military, militia or paramilitary organization, notwithstanding that the Bodily Injury or Death occurred whilst the **Beneficiary** was on leave or not in uniform.



- 10. Any pathological fracture.
- 11. Due to the **Beneficiary** committing any breach of the law with criminal intention.
- 12. **INJURY** or disease caused by or arising from or attributable to:
  - a. War, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority, unless it is proved by the **Beneficiary** to the satisfaction of the **Company** that such loss or damage or contingency or cost or expenses of whatsoever nature are not caused by, resulting from or in connection with any war, act of foreign enemy, invasion of Indian territory or any part thereof, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion, military or usurped power, or loot or pillage in connection with the foregoing, seizure, capture, confiscation, arrests, restraints and detainment by order of any governments or any other authority.
  - In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
  - b. Ionizing radiation or contamination by radioactivity from any source whatsoever.
  - c. Nuclear/Biological/Chemical or any kind of Weapons/Weapons material.

**3. Sum Insured:**

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

**4. Premium:**

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

Sum Insured	Annual Rates (Rs.)
Premium per Sum Insured of Rs. 25,000	15



### **5. Group Discount**

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

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### **6. Renewal Clause**

A health insurance policy shall be renewable except on grounds of established fraud or non-disclosure or misrepresentation by the insured, provided the policy is not withdrawn and also subject to conditions stated under Moratorium clause.

- a) Renewal of a health insurance policy shall not be denied on the ground that the insured 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 like critical illness policies.
  - b) The company shall condone a delay in renewal up to the grace period from the due date of renewal without considering such condonation as a break in policy.
  - c) No loading shall apply on renewals based on individual claims experience
  - d) The Company shall not resort to fresh underwriting unless there is an increase in sum insured. In case increase in sum insured is requested by the Policyholder, the Insurer may underwrite only to the extent of increased sum insured.
  - e) Renewal premium due can be paid prior to the due date as per norms set out by the Company.
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### **7. Cancellation Clause**

- a. The Policyholder may cancel this Policy by giving 7 days' written notice and in such an event, the Company shall refund to the Insured a pro-rata premium for the unexpired Policy Period.

Note : For Policies where premium is paid by instalment : In case of admissible claim under the Policy, future instalment for the current Policy Year will be adjusted in the claim amount and no refund of any premium will be applicable during the Policy Year

- b. The Company may cancel the Policy at any time on grounds of established fraud or non-disclosure or misrepresentation by the Insured Person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of established fraud or non-disclosure or misrepresentation.
- c. Refund of Policy premium in case of death of Insured Person/s: Policy premium shall be refunded proportionately for the deceased Insured Person, for the unexpired Policy Period in case of death of any Insured Person/s.



- d. Notwithstanding anything contained herein or otherwise, no refunds of premium shall be made in respect of Cancellation where, any claim has been admitted or any benefit has been availed by the Insured Person under the Policy.

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## 8. Portability

The **Insured Person** will have the option to port the Policy to other insurers by applying to such **Insurer** to port the entire policy along with all the members of the family, if any, at least 30 days before, but not earlier than 60 days from the policy renewal date as per IRDAI guidelines related to **Portability**. If such person is presently covered and has been continuously covered without any lapses under any health insurance policy with an Indian General/Health insurer, the proposed **Insured Person** will get the accrued continuity benefits in waiting periods as per IRDAI guidelines on portability.

### 1.1. Free look Period

The Free Look Period shall be applicable on new individual health insurance policies and not on renewals or at the time of porting/migrating the policy.

The insured person shall be allowed free look period of thirty days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

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

- a. 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
- b. 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
- c. Where only a part of the insurance coverage has commenced, such proportionate premium commensurate with the insurance coverage during such period.

## 9. 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.

## 10. 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.

#### 11. 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.

#### 12. 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.

#### 13. Withdrawal of Policy

- i. In the likelihood of this product being withdrawn in future, the Company will intimate the **Insured Person** about the same 90 days prior to expiry of the policy.
- ii. **Insured Person** will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as **Cumulative Bonus**, waiver of waiting period as per IRDAI guidelines, provided the policy has been maintained without a break.

#### 14. Nomination:

The **Policyholder** is required at the inception of the Policy to make a nomination for the purpose of payment of claims under the Policy in the event of death of the **Policyholder**. Any change of nomination shall be communicated to the Company in writing and such change shall be effective only when an endorsement on the Policy is made. In the event of death of the **Policyholder**, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the **Policyholder** whose discharge shall be treated as full and final discharge of its liability under the **Policy**.



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

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

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

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**ANTI REBATING WARNING**

As per Section 41 of the Insurance Act 1938, as amended, the practice of rebating is prohibited, as follows: No person shall allow or offer to allow, either directly or indirectly, as an inducement to any person to take out or renew or continue an insurance in respect of any kind of risk relating to lives or property in India, any rebate of the whole or part of the commission payable or any rebate of the premium shown on the policy, nor shall any person taking out or renewing (or continuing) a policy accept any rebate, except such rebate as may be allowed in accordance with the published prospectus or tables of the insurer

**1.2. Redressal of Grievance**

In case of any grievance the insured person may contact the Company through:

- Website: [www.hdfcergo.com](http://www.hdfcergo.com)
- Contact us: 022 6234 6234 / 0120 6234 6234
- E-mail: [grievance@hdfcergo.com](mailto:grievance@hdfcergo.com)
- Contact Details for Senior Citizen: 022 – 6242 – 6226
- E-mail specific for Senior citizens : [seniorcitizen@hdfcergo.com](mailto:seniorcitizen@hdfcergo.com)

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 [cgo@hdfcergo.com](mailto:cgo@hdfcergo.com)

For updated details of grievance officer, kindly refer the link: <https://www.hdfcergo.com/customer-voice/grievances>



Contact Points	First Contact Point	Escalation level 1	Escalation level 2
Contact us at	<a href="https://www.hdfcergo.com/customer-care/grievances">https://www.hdfcergo.com/customer-care/grievances</a> Call - : 022 6234 6234 / 0120 6234 6234	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 1">https://www.hdfcergo.com/customer-care/grievances/escalation level 1</a> Call - : 022 6234 6234 / 0120 6234 6234	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 2">https://www.hdfcergo.com/customer-care/grievances/escalation level 2</a> Call - : 022 6234 6234 / 0120 6234 6234
Contact Point for Senior Citizen	<a href="https://www.hdfcergo.com/customer-care/grievances">https://www.hdfcergo.com/customer-care/grievances</a> Call - : <a href="tel:02262426226">022 6242 6226</a> Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 1">https://www.hdfcergo.com/customer-care/grievances/escalation level 1</a> Call - : <a href="tel:02262426226">022 6242 6226</a> Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>	<a href="https://www.hdfcergo.com/customer-care/grievances/escalation level 2">https://www.hdfcergo.com/customer-care/grievances/escalation level 2</a> Call - : <a href="tel:02262426226">022 6242 6226</a> Email id: <a href="mailto:seniorcitizen@hdfcergo.com">seniorcitizen@hdfcergo.com</a>
Write to us at	<a href="mailto:care@hdfcergo.com">care@hdfcergo.com</a>	<a href="mailto:grievance@hdfcergo.com">grievance@hdfcergo.com</a>	<a href="mailto:cgo@hdfcergo.com">cgo@hdfcergo.com</a>
Visit us	Grievance cell of any of our Branch office	The Grievance Cell, HDFC ERGO General Insurance Company Ltd., D-301, 3rd Floor, Eastern Business District (Magnet Mall), LBS Marg, Bhandup (West) Mumbai-400078	The Chief Grievance Officer, Registered & Corporate Office: HDFC House, 1st Floor, 165-166 Backbay Reclamation, H. T. Parekh Marg, Churchgate, Mumbai – 400020

**DISCLAIMER**

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