Liberty General Insurance Ltd.
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IRDAI of India Reg. No.150, CIN: U66000MH2010PLC269656
Website Link: www.libertyinsurance.in

Liberty Janata Personal Accident Policy (Group)
Prospectus

Introduction:
Any person irrespective of sex, occupation, and profession with minimum age of 3 years may be covered under this Liberty Janata Personal Accident Policy (Group).

General Features:

1. **Entry Age**
   Minimum Entry Age for Child - 3 Years
   Maximum Entry Age for Child- 18 years
   Minimum Entry Age for Adults- 18 years

2. **Exit Age –** Renewable for Lifetime

3. **Policy Tenure –**
   Upto 1 year for Non Credit Linked Policy
   Upto 5 years for Credit Linked Policy

4. **Relationship Covered –**
   An Individual may cover himself /herself and his or her spouse and dependent children under the policy on Individual basis

5. **Geographical Limit –** Worldwide

6. **Capital Sum Insured -** The Policy may be issued for minimum Capital Sum Insured of Rs.25,000/- per person per annum and the maximum Capital Sum Insured is to be limited to Rs.1,000,000/- per person per annum.

Scope of Cover:

Accident Benefit(s)
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.

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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 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.

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-defence 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:
   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

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8. We (Liberty General Insurance) shall not be deemed to provide cover nor 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 Liberty or its parent to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of India, the European Union, United Kingdom, United States of America or other applicable jurisdiction.

General Terms & Conditions

1. 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

2. 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.

3. 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;

4. 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 at least 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.

5. Policy Disputes

i. This Policy/Certificate of Insurance shall be exclusively governed and construed as per laws of India and all disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the Group Policy/Certificate of Insurance shall be, determined by the Indian court and in accordance to Indian laws.
ii. Our liability to make any payment shall be to make payment within India and in Indian Rupees only.
iii. The section headings of this Policy and Certificate of Insurance are included for descriptive purposes only and do not form part of this Policy and Certificate of Insurance for the purpose of its construction or interpretation.

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6. Arbitration

The parties to the contract may mutually agree and enter into a separate Arbitration Agreement to settle any and all disputes in relation to this policy. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. (This clause is not applicable to retail customers)

You are requested to go through the Arbitration Agreement proposed by the Company which is available on the Company website www.libertyinsurance.in. In case you do not agree with the proposed Arbitration Agreement you are requested to kindly inform the same to the Company by writing within 7 days from the date of issuance of policy to care@libertyinsurance.in for further discussion and agreement, if you fails to notify your concern to the Company, in such case the said agreement shall be deem to be accepted by you.

7. Section 41- Prohibition of rebate Insurance Act 1938

i. 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 or 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 prospectuses or tables of the Insurer

ii. Any person making default in complying with the provisions of this section shall be liable for a penalty, which may extend to Ten Lakh rupees.

8. Grievance redressal procedure

In case of any grievance, the Insured Person may contact the Company through

Website: www.libertyinsurance.in
Toll free:1800166584
Email: care@libertyinsurance.in
Courier: Unit 1501&1502, 15th Floor, Tower 2, One International Center,
Senapati Bapat Marg, Prabhadevi, Mumbai – 400013

Senior Citizens can email us at: seniorcitizen@libertyinsurance.in
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

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

If Insured Person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2021.

For the latest details of Ombudsman offices, please visit the Insurance Ombudsman website at the following link: https://www.cioins.co.in/Ombudsman

Grievance may also be lodged at IRDAI Bima Bharosa Grievance Redressal Portal - https://bimabharosa.irdai.gov.in/

9. Withdrawal of Product

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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.
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.

Conditions when a Claim arises

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 must 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

4. Claims Processing and Settlement

i. The Company shall settle or reject a claim, as the case may be, within 15 days from the date of receipt of last necessary document.
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 or reject 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.

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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 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 Hair 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.

5. 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

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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.

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

Disclaimer:
For all terms and conditions, the Proposer may contact any of our branches or get in touch with our agent / intermediary.

This document provides key information about your policy. You are also advised to go through your policy document.

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