



**National Insurance Company Limited**  
(A Govt. of India Undertaking)

CIN - U10200WB1906GOI001713      IRDA Regn. No. - 58

**Bhagyashree Child Welfare Policy**

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Issuing office

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## Bhagyashree Child Welfare Policy

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### 1 Recital Clause

Whereas the **parents of the girl child (herein after called the insured)** designated in the schedule hereto has by a proposal, dated as stated in the schedule, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to National Insurance Company Ltd., (herein after called the company) for the insurance herein after set forth in respect of person(s) named in the schedule hereto (herein after called the insured person) and has paid premium as consideration for such insurance.

### 2 Operative Clause

Now the policy witnesses that, subject to the terms, definition, exclusions and conditions contained herein or endorsed or otherwise expressed hereon, the company undertakes that if during the policy period stated in the schedule or during the continuance of the policy by renewal, if either/ or both of the parents of girl child sustain any injury resulting solely and directly from accident and if such injury shall within six (6) calendar months of its occurrence be the sole and direct cause of death of the either/ or both of the parents of girl child, then the company shall deposit the capital sum insured in the name of the girl child mentioned in the schedule with a financial institution named in the schedule.

The said financial institution shall make following disbursements from Corpus created out of the deposit amount for the benefit of the girl child to the living parent or to the nominated guardian or to the girl child as the case may be, in the following manner:

Age of the Girl Child	Amount of Compensation	Payable to
1 – 5 years	INR 1,200 per annum	Surviving parent or Nominated guardian for looking after the needs of the child.
6 –11 years	INR 1,200 per annum	Surviving parent or Nominated guardian provided the girl child is admitted in a school and expenditure is incurred on her education
12 –17 years	INR 2,400 per annum	Surviving parent or Nominated guardian provided the girl child is admitted in a school and expenditure is incurred on her education
18 years	Balance amount to the credit of the girl child	To the girl child

In case of discontinuation of studies by the child between 6 and 17 years, the scholarship will not be paid. Instead on completion of 18 years the balance amount in her credit will be paid to her as a lump sum.

In case of death of the girl child before attaining the age of 18 years, balance amount standing to the credit of the girl child would be paid to the surviving parent or nominated guardian.

### 3 Definitions

- 3.1 **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means. It would include following cases of death :
- arising out of or traceable to slipping and/or falling from the mountainous terrain
  - due to biting by insects snakes and/or animals
  - due to drowning, washing away in floods, landslides, rock slides, earthquake, cyclone and other convulsions of nature and/or calamities

- iv. due to rape, murder and terrorist activities

It also includes death of mother of girl child

- i. caused by surgical operations such as sterilization, cesarean
- ii. caused by hysterectomy i.e. removal of uterus and removal of breast/s due to cancer operation
- iii. at the time of child birth provided that such death occurs during the surgical operation in hospital/nursing home (hereinafter called hospital) or whilst being in the hospital after such surgery convalescence, however not beyond a period of seven days from the date of surgical operations.

3.2 **Break in policy** occurs at the end of the existing policy period when the premium due on a given policy is not paid on or before the renewal date or within 30 days of grace period.

3.3 **Capital Sum Insured** means the amount of insurance in respect of each insured/insured person as mentioned in the schedule.

3.4 **Condition precedent** means a policy term or condition upon which the company's liability under the policy is conditional upon.

3.5 **Contract** means prospectus, proposal, policy, and the policy schedule, constitute the contract of the policy. Any alteration with the mutual consent of the insured person and the insurer can be made only by a duly signed and sealed endorsement on the policy.

3.6 **Contribution** is essentially the right of an insurer to call upon other insurers liable to the same insured to share the cost of an indemnity claim on a rateable proportion of Sum Insured.

This clause shall not be apply to any Benefit offered on fixed benefit basis.

3.7 **Grace period** means 30 days immediately following the premium due date during which a payment can be made to renew or continue the policy in force without loss of continuity benefits. Coverage is not available for the period for which no premium is received.

3.8 **Hospital** means any institution established for in-patient care and day care treatment of disease/ 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 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 (ten) inpatient beds, in those towns having a population of less than 10,00,000 (10 lacs) and 15(fifteen) inpatient 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 shall make these accessible to the company's authorized personnel.

3.9 **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.

3.10 **Insured/Insured person** means person(s) named in the schedule of the policy.

3.11 **Medical practitioner** means a person who holds a valid registration from the medical council of any state or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the license.

3.12 **Notification of claim** means the process of notifying a claim to the company by specifying the timelines as well as the address / telephone number to which it should be notified

3.13 **Policy period** means the period commencing from the inception date and terminating at midnight on the expiry date as mentioned in the schedule.

3.14 **Portability** means transfer by an individual health insurance policy holder (including family cover) of the credit gained for pre-existing conditions and time bound exclusions if the policy holder chooses to switch from one insurer to another.

3.15 **Schedule** means a document forming part of the policy, containing details including name of the insured person, age, relation of the insured person, capital sum insured, premium paid and the policy period.

#### 4 Exclusions

The company shall not be liable under the policy in respect of payment of compensation in connection with:

- 4.1 **Intentional self-inflicted injury**  
Any intentional self-injury, suicide or injury from attempted suicide.
- 4.2 **Drug/alcohol abuse**  
Any injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.
- 4.3 **Venereal disease or insanity**  
Any injury directly or indirectly caused by venereal disease or insanity.
- 4.4 **Racing, hunting, mountaineering & winter sports**  
Any injury while racing on wheels, hunting, big game shooting, mountaineering or whilst engaged in winter sports- skiing & ice hockey.
- 4.5 **Breach of law**  
Any injury as a result of committing or attempting to commit a breach of law with criminal intent.
- 4.6 **War group perils**  
Any injury directly or indirectly caused by or arising from or attributable to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 4.7 **Radioactivity**  
Any injury directly or indirectly caused by or contributed to by nuclear weapons/materials or arising from ionising radiation or contamination by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

## **5 Conditions**

- 5.1 **Disclosure of information**  
In the event of misrepresentation, mis-description or non-disclosure of any material fact, the policy shall be void and all premium paid hereon shall be forfeited to the company.
- 5.2 **Condition precedent to admission of liability**  
The due observance and fulfilment of the terms and conditions of the policy, by the insured, shall be a condition precedent to any liability of the company to make any payment under the policy.
- 5.3 **Communication**
- i. All communication should be in writing.
  - ii. For claim serviced by the company, the policy related issues, change in address to be communicated to the policy issuing office at the address mentioned in the schedule.
  - iii. The company will communicate to the insured at the address mentioned in the schedule.
- 5.4 **Physical examination**  
Any medical official or other agent of the company shall be allowed to examine the person in case of alleged injury or disablement when and as often as the same may reasonably be required on behalf of the company and in the event of the death to make a post mortem examination of the body of the insured.
- 5.5 **Notification of claim**
- i. Upon the happening of any event which may give rise to a claim under this policy, written notice with full particulars must be given to the company immediately.
  - ii. In case of death, written notice shall be given before interment, cremation and in any case, within one calendar month after the death
- 5.6 **Claim Documents**
- i. Duly completed claim form
  - ii. Attending Doctors Report
  - iii. Original policy for cancellation
  - iv. Original Death Certificate
  - v. Original / attested Post Mortem / Coroners Report, where applicable
  - vi. Attested copy of FIR / Panchnama
  - vii. Certificate of proof of age of girl child
  - viii. **Identity card of school and recent Pass Report**
  - ix. Police Inquest report, where applicable
  - x. Any other document required by the company

Post mortem report if necessary, be furnished within the space of fourteen days after demand in writing

#### 5.7 Claim Procedure

- i. Necessary documents should be submitted to the company along with completed claim form within 30 days after date of such loss. The company shall accept claims where documents have been provided after a delayed interval only in special circumstances and for the reasons beyond the control of the insured.
- ii. Evidence as the company may require from time to time shall be furnished within the space of 14 days after demand in writing
- iii. Claim will be paid on submission of policy for cancellation and discharge

#### 5.8 Claim Settlement

- i. On receipt of the final document(s) or investigation report (if any), as the case may be, the company shall within a period of 30 days offer a settlement of the claim to the insured.
- ii. If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured person in writing and within a period of 30 days from the receipt of the final document(s) or investigation report (if any), as the case may be.
- iii. Upon acceptance of an offer of settlement as stated above by the insured person, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the company.
- iv. In the cases of delay in the payment, the company shall pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed.

#### 5.9 Contribution

In case of multiple policies which provide fixed benefits on the occurrence of the insured event in accordance with the terms and conditions of the policies, the company shall make the claim payments independent of payments received under other similar policies.

#### 5.10 Fraud

The company shall not be liable to make any payment under this policy in respect of any claim if such claim be in any manner fraudulent or supported by any fraudulent statement or device whether by the Insured or by any person acting on his behalf.

#### 5.11 Cancellation

The company may at any time cancel the policy (on grounds of fraud, moral hazard or misrepresentation or non-cooperation) by sending the insured 30 (thirty) days' notice by registered letter at insured's last known address and in such event the company will not allow any refund.

The insured may at any time cancel the policy and in such an event the company shall allow refund of premium after charging premium at company's short period rate mentioned below provided no claim occurred up to the date of cancellation.

Short period rates	
Period not exceeding	Retention of premium
1 week	12.5% of annual rate
1 month	25% of annual rate
2 months	37.5% of annual rate
3 months	50% of annual rate
4 months	62.5% of annual rate
6 months	75% of annual rate
8 months	87.5% of annual rate
Period exceeding 8 months	100% of annual rate

#### 5.12 Arbitration

- i. If any dispute or difference shall arise as to the quantum to be paid under the 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 here to 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 arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the company has disputed or not accepted liability under or in respect of the policy.
- iii. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon the policy that award by such arbitrator/arbitrators of the amount of expenses shall be first obtained.

#### 5.13 Disclaimer

If the company shall disclaim liability to the insured person for any claim hereunder and if the insured person shall not within 12 calendar months from the date of receipt of the notice of such disclaimer notify the company in writing that he does not accept such disclaimer and intends to recover his claim from the company, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

#### 5.14 **Renewal of policy**

- i. The Policy may be renewed by mutual consent. The company shall not however be bound to give notice that it is due for renewal. Renewal of the policy cannot be denied other than on grounds of fraud, moral hazard or misrepresentation or non-cooperation. In the event of break in the policy a grace period of 30 days is allowed. Coverage is not available during the grace period.
- ii. The insured shall on tendering any premium for the renewal of the policy, give in writing to the company of any disease, physical defect or infirmity with which any of the insured person have become affected since the payment of the last preceding premium.

#### 5.15 **Portability**

In the event of the insured porting to any other insurer, insured must apply with details of the policy and claims to the insurer where the insured wants to port, at least 45 (forty five) days before the date of expiry of the policy. Portability shall be allowed in the following cases:

- i. all individual health insurance policies issued by non-life insurance companies including family floater policies.
- ii. individual members, including the family members covered under any group health insurance policy of a non-life insurance company shall have the right to migrate from such a group policy to an individual health insurance policy or a family floater policy with the same insurer. One year thereafter, the insured shall be accorded the right to port to another non-life insurance company.

#### 5.16 **Withdrawal of Product**

In case the policy is withdrawn in future, the company will provide the option to the insured to switch over to a similar policy at terms and premium applicable to the new policy.

#### 5.17 **Revision of terms of the policy including the premium rates**

The company, in future, may revise or modify the terms of the policy including the premium rates based on experience. The insured shall be notified three months before the changes are effected.

#### 5.18 **Free look period**

The insured is allowed a period of 15 (fifteen) days from date of receipt of policy to review the terms and conditions of the policy, and to return the same if not acceptable.

If the insured has exercised the option of free look period and 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 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, a deduction towards the proportionate risk premium for period on cover

The free look provision is not applicable to renewal of the policy and group policy.

#### 5.19 **Nomination**

The insured is mandatorily 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.

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.

No assignment of this policy or the benefits there under shall be permitted.

### **6 Redressal of grievance**

In case of any grievance relating to servicing the policy, the insured may submit in writing to the policy issuing office or regional office for redressal. If the grievance remains unaddressed, insured may contact "Customer Relationship Management Department", National Insurance Company Limited, Chhabildas towers, 6A, Middleton Street, Kolkata - 700071.

If the insured is not satisfied, the grievance may be referred to "Rural Insurance Department" National Insurance Company Limited, 3 Middleton Street, Kolkata - 700071.

The insured can also approach the office of Insurance Ombudsman of the respective areas and regions for redressal of grievance. The contact details of the Insurance Ombudsman are available in IRDA website.

**Please preserve the policy for all future reference.**

*Note: For legal interpretation English version shall hold good*