

# **National Insurance Company Limited**

(A Govt. of India Undertaking)
- U10200WB1906GOI001713 IRDA Regn. No. - 58 CIN - U10200WB1906GOI001713

Suhana Safar (Domestic Travellers Insurance) Policy

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[Personal Accident Insurance Department]

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## National Insurance Company Limited Regd. Office 3, Middleton Street, Post Box 9229, Kolkata 700 071 CIN - U10200WB1906GOI001713 IRDA Regn. No. - 58

Issuing office					

# Suhana Safar (Domestic Travellers Insurance) Policy

#### 1 Recital Clause

Whereas 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, from the time insured person leave the declared place of departure, continues, through the intended places of travel and terminates on date of scheduled return declared or on the date of actual return whichever is earlier unless otherwise extended, if any insured person shall sustain any injury due to an accident orif the baggage of any insured person is lost or damaged, the Company will pay to the Insured or nominee the sum described below.

#### **Benefit**

## **Section 1: Personal Accident**

(A) If any insured person shall sustain any injury due to an accident and if such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of death or disablement as described below, the Company will pay to the Insured or nominee the sum described below but not exceeding the sum insured of ₹ 1 lakh for the insured person.

## Table of benefits

Nature of disablement	Compensation (% of sum insured)		
Death			
loss by physical separation of the whole of			
i. both hands or feet or			
ii. one hand and one foot or	100		
iii. one hand or one foot and the total and			
irrecoverable loss of sight of one eye or			
iv. total and irrecoverable loss of sight of both eyes			
Permanent Total Disablement			
Loss by physical separation of the whole of one			
hand or one foot or total and irrecoverable loss	50		
ofsight of one eye			
Permanent Partial Disablement			
Loss of each toe	4		
Loss of hearing- each ear	15		
Loss of each finger	8		
Any other permanent partial disablement	% as assessed by qualified medical		
	practitioner		

#### (B) Actual Emergency Expenses

Actual emergency incidental expenses necessarily incurred arising out of an accident resulting in a valid claim under sub section (A) up to  $\ge 1,000$ /- per insured person.

## Section 2: Baggage

Loss of or damage to personal effects carried as accompanied baggage (except for articles mentioned under Exclusion No 4.4) due to fire, riots, strike, terrorism, malicious damage, storm, tempest, hurricane, flood, inundation, accident, theft, or burglary for the actual value of the articles but not exceeding ₹ 500/- per article unless specially declared.

The total indemnity under this section shall not exceed in all, the sum insured as mentioned below depending on the number of

persons covered under the policy.

Number of person(s)	1	2	3	4 and above
<b>Sum Insured</b> (₹)	5,000	10,000	12,500	15,000

#### 3 Definitions

- 3.1 **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 3.2 **Sum Insured** means the amount of insurance in respect of each insured person as mentioned in the schedule.
- 3.3 **Condition precedent** means a policy term or condition upon which the company's liability under the policy is conditional upon
- 3.4 **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.
- 3.5 **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 apply to any Benefit offered on fixed benefit basis.
- 3.6 **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.
- 3.7 **Insured/Insured person** means person(s) named in the schedule of the policy.
- 3.8 **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 State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of the license.
- 3.9 **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.
- 3.10 **Permanent Total Disablement** means disablement which permanently, totally and absolutely disable the insured person from engaging in, being occupied with or giving attention to any employment or occupation of any description whatsoever
- 3.11 **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 Hazardous sports/activities

Any injury while engaging in any hazardous sports/activities

# 4.4 Jewellery, money, securities, stamps, business documents

Loss of articles of Jewellery, and or otherwise made up fully or partially of precious/semi-precious metals/stones, money, securities, manuscripts, deeds, bonds, bills of exchange, promissory notes, stocks or share certificates, stamps and travel tickets or travelers cheques, business books or documents.

# 4.5 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.

#### 4.6 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 person, 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 becommunicated to the policy issuing office at the address mentioned in the schedule.
- iii. The company will communicate to the insured person at the address mentioned in the schedule.

#### 5.4 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 the event of loss of or damage to baggage report is to be immediately lodged with the police or other authorities as appropriate, and a copy to be obtained.
- iii. In case of death, written notice shall be given before interment, cremation and in any case, within one calendar month after the death
- iv. In the event of loss of sight or hearing or amputation of limbs or permanent total disablement, written notice must be given within one calendar month after such loss

# 5.5 Claim Documents

- i. Duly completed claim form
- ii. Internal Investigation Report
- iii. Legal Opinion (Optional)
- iv. Photographs
- v. Any other document required by the company

In addition, the following documents are to be submitted depending on the nature of the claim.

#### Death

- i. Attending Doctors Report
- ii. Original Death Certificate
- iii. Original / attested Post Mortem / Coroners Report, where applicable
- iv. Attested copy of FIR / Panchnama
- v. Police Inquest report, where applicable

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

## Permanent Total Disablement/Permanent Partial Disablement

- i. Attending Doctors Report
- ii. Disability Certificate from Govt. Registered Medical Practioners, where applicable
- iii. Diagnostic reports like laboratory test, X- rays and/ or any other reports confirming injury
- iv. Police Inquest report, where applicable

# Baggage

- i. Invoice Bills
- ii. Attested copy of FIR / Panchnama
- iii. Final Police Report
- iv. Survey report

v. Claim Notice on Airline/Railways/Shipping Company

#### 5.6 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. In case of death or Permanent Total Disablement the claim will be paid on delivery of policy for cancellation and discharge

#### 5.7 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 person.
- 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.

### 5.8 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.

If at the time any claim arises under section 2 (Baggage) of the policy, there is in existence any other insurance whether it be effected by or on behalf of any insured person in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses.

#### 5.9 **Subrogation**

It is the right of the company to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

# 5.10 **Fraud**

The Company shall not be liable to make any payment under the 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 person 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 person 30 (thirty) days' notice by registered letter at insured person's last known address and in such event the company will not allow any refund.

No cancellation will be allowed after commencement of insured travel. However, request for cancellation arising out of cancellation of the schedule journey, will be entertained if made within 2 days of the scheduled date of travel. No request for cancellation will be entertained after the expiry of this period. For all cancellations affected a minimum premium of ₹ 30/shall be retained by the company.

### 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 Withdrawal of Product

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

# 5.15 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 person shall be notified three months before the changes are affected.

#### 5.16 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.

In case of death of any insured person other than the insured under the policy, for the purpose of payment of claims, the default nominee would be the insured.

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

## 5.17 Due Diligence

Insured must take all necessary precautions and act at all times as if uninsured.

## 6 Redressal of grievance

In case of any grievance relating to servicing the policy, the insured person may submit in writing to the policy issuing office or regional office for redressal. If the grievance remains unaddressed, insured person 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 "Personal Accident 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