National Insurance Company Limited

(A Govt. of India Undertaking)

CIN - U10200WB1906GOI001713 **IRDA Regn. No. - 58**

Traffic Accident Policy

Reach us at:

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  [Personal Accident Insurance Department]
  3 Middleton Street
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National Insurance Company Limited
Regd. Office 3, Middleton Street, Post Box 9229, Kolkata 700 071

Issuing office

Traffic Accident 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 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, on occurrence of an event hereinafter described, the company shall pay the insured or his/her nominee as herein after mentioned.

3 Coverage

3.1 Section 1- Personal Accident

If the insured shall sustain any injury resulting solely and directly from an accidentin the manner and to the extent defined below, during the policy period or during the continuance of the policy by renewal, the Company shall pay to the Insured or his/her nominee the sum described below

a) Death

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of death of the insured, the capital sum insured stated in the schedule

b) Loss of two limbs or two eyes or one limb and one eye

If such injury within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss ofsight of both eyes or the actual loss by physical separation of the two hands or two feet or of one hand and one foot or loss of sight of one eye and such loss of one hand or one foot, the capital sum insured stated in the schedule.

c) Loss of one limb or one eye

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of the total and irrecoverable loss of sight of one eye or the actual loss by physical separation of one hand or one foot, fifty percent (50%) of the capital sum insured stated in the schedule.

d) Permanent Total Disablement

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct consequence of immediately permanently totally and absolutely disable the insured from engaging in being occupied with or giving attention to any employment or occupation of any description whatsoever,a lump sum equal to hundred percent (100%) of the capital sum insured stated in the schedule.

3.1.1 Exclusion

Limits of compensation

The company shall not be liable to make any payment under the policy for more than one of the aforesaid sub clauses (a), (b), (c) or (d) in respect of the same period of disablement.

3.1.2 Conditions

Claim Documents

Duly completed claim form

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

Death

i. Attending Doctors Report
ii. Original policy for cancellation
iii. Original Death Certificate
iv. Original / attested Post Mortem / Coroners Report, where applicable
v. Attested copy of FIR / Panchnama
vi. Police Inquest report, where applicable
vii. Any other document required by the company
Post mortem report if necessary, be furnished within the space of fourteen days after demand in writing

Disablement /Permanent Total Disablement

i. Attending Doctors Report
ii. Original policy for cancellation in case of Permanent Total Disablement
iii. Disability Certificate from Govt. Registered Medical Practioners, where applicable
iv. Diagnostic reports like laboratory test, X- rays and/ or any other reports confirming injury
v. Police Inquest report, where applicable
vi. Any other document required by the company

3.2 Section 2- Medical Expenses

If the insured shall sustain any injury resulting solely and directly from road/rail accidentduring the policy period or during the continuance of the policy by renewal and such injury shall require the insured upon the advice of a duly qualified medical practitioner to be hospitalised for treatment at any hospital/ nursing home (herein after called hospital) in India as an in-patient or obtain out-patient treatment or obtain treatment under domiciliary hospitalisation, the company shall pay to the insured the amount of such reasonable, customary and medically necessary expenses described below incurred in respect thereof by or on behalf of such insuredbut not exceeding the sum of ₹ 1,00,000 (One Lakh) in aggregate mentioned in the Schedule, in respect of all such claims, during the policy period.

a) Room charges and Intensive care unit charges, as provided by the hospital
b) Nursing expenses
c) Surgeon, anaesthetist, medical practitioner fees
d) Anaesthesia, blood, oxygen, operation theatre charges, surgical appliances, medicines and drugs, diagnostic material, X-ray, artificial limbs and similar expenses
e) Outpatient treatment subject to maximum of ₹10,000within the overall limit of ₹ 1,00,000 (One lakh)
f) Ambulance charges from accident spot to the hospital

3.2.1 Exclusions

The company shall not be liable under the policy in respect of any payment under the policy, in respect of any expenses incurred in connection with or in respect of:

Non road/ rail accident

Any hospitalisation/ outpatient treatment/ domiciliary hospitalisation arising from bodily injury resulting directly or indirectly, proximately or remotely from accident not caused by or arising out of use of motor vehicle/a rail transport.

3.2.2 Condition

Claim documents

i. Duly completed claim form
ii. Attending medical practitioner's certificate regarding injury along with date of injury and bill receipts etc.
iii. Cash-memo from the hospital (s)/chemist (s) supported by proper prescription
iv. Surgeon's original certificate stating injury and nature of operation performed along with bills/receipts etc.
v. Discharge certificate/ summary
vi. Any other document required by the company

4 Definitions

4.1 **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.

4.2 **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.

4.3 **Capital sum insured** means the amount of insurance in respect of insured as mentioned in the schedule.

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

4.5 **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.

4.6 **Contribution** is essentially the right of an insurer to call upon other insurers liable to the sameinsured 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.

4.7 **Domiciliary Hospitalisation** means medical treatment for an injury which in the normal course would require care and treatment at a hospital but is actually taken while confined at home under any o f the following circumstances

i. the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
ii. the patient takes treatment at home on account of non availability of room in a hospital

4.8 **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.

4.9 **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 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 Insurance Company's authorized personnel.

4.10 **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.

4.11 **Insured**means person named in the schedule of the policy.

4.12 **In-patient** means an insured who is admitted in hospital upon the written advice of a duly qualified medical practitioner for more than 24 (twenty four) continuous hours, for the treatment of covered disease/injury during the policy period.

4.13 **Intensive care unit** means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

4.14 **Loss of foot by physical separation means** separation at or above ankle.

4.15 **Loss of hand by physical separation means** separation at or above wrist.

4.16 **Loss of sight** means total and irrecoverable loss of ability to see or total blindness.

4.17 **Medical expenses** means those expenses that an insured has necessarily and actually incurred for medical treatment on account of disease/ injury on the advice of a medical practitioner, as long as these are no more than would have been payable if the insured had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

4.18 **Medically necessary** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

i. is required for the medical management of the illness or injury suffered by the insured;
ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
iii. must have been prescribed by a medical practitioner;
iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

4.19 **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.

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

4.21 **Out-patient treatment** means treatment in which the insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advise of a medical practitioner and the insured is not admitted as a day care patient or in-patient.

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

4.23 **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.

4.24 **Rail Accident** means accident caused by or arising out of use of Rail within a railway jurisdiction as defined in the Railway Act as amended up to date.

4.25 **Reasonable and customary charges** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the injury involved.

4.26 **Road Accident** means accident caused by or arising out of use of motor vehicle as defined in the Motor Vehicles (Amendment) Act, 1994 as amended up to date

4.27 **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.

4.28 **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 multiple engines.

5 Exclusions applicable to all the sections

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

5.1 **Pre-existing injury/disablement**
Any disablement or death directly or indirectly arising out of or contributed to be or traceable to any disability existing on the date of issue of this policy. Pre-existing injury also includes any injury or its symptoms which existed prior to the effective date of this insurance, whether or not the insured person had knowledge that the symptoms were relating to the injury.

5.2 **Intentional self-inflicted injury**
Any intentional self-injury, suicide or injury from attempted suicide.

5.3 **Drug/alcohol abuse**
Any injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.

5.4 **Insanity**
Any injury directly or indirectly caused by insanity.

5.5 **Racing, hunting, mountaineering & winter sports**
Any injury while racing on wheels or horseback, hunting, big game shooting, mountaineering or whilst engaged in winter sports- skiing & ice hockey.

5.6 **Aviation or ballooning**
Any injury while the insured isengaged in aviation or ballooning

5.7 **Non- fare paying passenger in aircraft**
Any injury while the insured ismounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world

5.8 **Breach of law**
Any injury as a result of committing or attempting to commit a breach of law with criminal intent.

5.9 **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.

5.10 **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.

6 Conditions

6.1 **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.

6.2 **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.

6.3 **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 at the address mentioned in the schedule.

6.4 **Physical examination**

Any medical official or other agent of the company shall be allowed to examine the insured 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.

6.5 **Notification of claim**

i. Upon the happening of any event which may give rise to a claim under thispolicy, the insured shall give notice to the company
ii. In any case, written notice with full particulars must be given to the company within one calendar months from the occurrence of the accident,unless reasonable cause is shown
iii. In the event of a claim arising out of road/rail accident lodge immediately a complaint to the nearest police station unless it is not practicable to do so on account of reason beyond his/her control in which case a report to the police station having jurisdiction, to be sent as soon possible and in any case within reasonable limit, the circumstances of the occurrence including the circumstances, if any, for not taking immediately steps to report the said accident to the police. Submission of this Police Report shall be a condition precedent to any liability of the company to make payment under this policy.

6.6 **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 circumstancesand 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

6.7 **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 or his/her nominee.
ii. If the company, for any reasons, decides to reject a claim under the policy, shall communicate to the insured or his/her nominee 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 insuredor his/her nominee, 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.

6.8 **Contribution**

In case of multiple 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.

6.9 **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 or by any person acting on his behalf.

6.10 **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.

6.11 **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.

6.12 **Disclaimer**

If the company shall disclaim liability to the insured for any claim hereunder and if the insured 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.

6.13 **Renewal of policy**

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.

6.14 **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.

6.15 **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.

6.16 **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.

6.17 **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.

6.18 **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 of insured.

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.

7 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 "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