



## **National Insurance Company Limited**

(A Govt. of India Undertaking)

CIN - U10200WB1906GOI001713      IRDA Regn. No. - 58

### **Workers (Accident) Welfare Policy**

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**National Insurance Company Limited**  
**Regd. Office 3, Middleton Street, Post Box 9229, Kolkata 700 071**

**Issuing office**

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**Workers (Accident) Welfare Policy**

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**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 will pay the insured as herein after mentioned.

**3 Coverage**

**3.1 Section 1- Personal Accident**

If the insured person shall sustain any injury resulting solely and directly from an accident in 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 person 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 person, capital sum insured stated in the schedule hereto applicable to such insured person.

**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 of

- i. sight of both eyes or of the actual loss by physical separation of the two hands or two entire feet or of one hand and one entire foot or of such loss of sight of one eye and such loss of one hand or one foot, Hundred and fifty percent (150%) of the capital sum insured stated in the schedule hereto applicable to such insured person.
- ii. use of two hands or two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot, Hundred and fifty percent (150%) of the capital sum insured stated in the schedule hereto applicable to such insured person.

**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

- i. sight of one eye or the actual loss by physical separation of one hand or one foot, seventy five percent (75 %) of the capital sum insured stated in the schedule hereto applicable to such insured person.
- ii. use of a hand or a foot without physical separation, seventy five percent (75%) of the capital sum insured stated in the schedule hereto applicable to such insured person.

**d) Permanent Total Disablement**

If such injury shall within twelve (12) calendar months of its occurrence be the sole and direct cause of 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, a lump sum equal to Hundred and fifty percent (150%) of the capital sum insured stated in the schedule hereto applicable to such insured person.

**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

#### **Permanent Total Disablement/ Disablement**

- i. Attending Doctors Report
- ii. Original policy for cancellation in case of Permanent Total Disablement
- iii. Disability Certificate from Govt. Registered Medical Practitioners, 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 person shall sustain any injury resulting solely and directly from road/rail/employment accident during the policy period or during the continuance of the policy by renewal and such injury shall require the insured person 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 person the amount of such reasonable, customary and medically necessary expenses described below incurred in respect thereof by or on behalf of such insured person but 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 ₹ 2,500 without hospitalisation and ₹ 10,000 in conjunction with hospitalisation within 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:

##### **a) 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**

##### **a) 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

In case of employment accident, satisfactory proof from employer about accident is sufficient.

#### 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 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.
- 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 of the following circumstances
- the condition of the patient is such that he/she is not in a condition to be removed to a hospital, or
  - the patient takes treatment at home on account of non-availability of room in a hospital
- 4.8 **Employment Accident** means accident arising out of and in the course of employment as normally interpreted under the workmen compensation Act, 1923 and its subsequent amendments.
- 4.9 **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.
- 4.10 **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:
- has qualified nursing staff under its employment round the clock;
  - 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;
  - has qualified medical practitioner (s) in charge round the clock;
  - has a fully equipped operation theatre of its own where surgical procedures are carried out
  - maintains daily records of patients and shall make these accessible to the Insurance Company's authorized personnel.
- 4.11 **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.
- 4.12 **Injury series clause** for the purpose of this policy means where several injuries are attributable directly or indirectly to the same covered accident all such injuries shall be added together and all such injuries shall be treated as one claim.
- 4.13 **Insured/Insured person** means person named in the schedule of the policy.
- 4.14 **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.
- 4.15 **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.
- 4.16 **Loss of foot by physical separation means** separation at or above ankle.
- 4.17 **Loss of hand by physical separation means** separation at or above wrist.
- 4.18 **Loss of sight** means total and irrecoverable loss of ability to see or total blindness.

- 4.19 **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.
- 4.20 **Medically necessary** means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which
- is required for the medical management of the illness or injury suffered by the insured;
  - must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - must have been prescribed by a medical practitioner;
  - must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
- 4.21 **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.
- 4.22 **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.
- 4.23 **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.
- 4.24 **Policy period** means the period commencing from the inception date and terminating at midnight on the expiry date as mentioned in the schedule.
- 4.25 **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.
- 4.26 **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.
- 4.27 **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.
- 4.28 **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
- 4.29 **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.
- 4.30 **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.
- 4.31 **Qualified Nurse** means a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.

## **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 Driving with invalid driving licence**

Any injury while the insured person is driving a vehicle without a valid Driving Licence (in case of non-renewal of license the insured person is not disqualified for obtaining such renewal)

### **5.3 Intentional self-inflicted injury**

Any intentional self-injury, suicide or injury from attempted suicide.

**5.4 Drug/alcohol abuse**

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

**5.5 Insanity**

Any injury directly or indirectly caused by insanity.

**5.6 Pregnancy**

Death or disablement directly or indirectly caused by , contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof.

**5.7 Occupational diseases**

Occupational diseases or illness/disease which is not caused by accident (e.g. Heart attack, hypertension etc.).

**5.8 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.

**5.9 Aviation or ballooning**

Any injury while the insured is engaged in aviation or ballooning

**5.10 Non- fare paying passenger in aircraft**

Any injury while the insured is mounting 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

**5.11 Breach of law**

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

**5.12 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.

**5.13 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 applicable to all the sections**

**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 be communicated 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.
- iv. The insured shall give immediate notice to the company of any change in his business or occupation.

**6.4 Physical examination**

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

**6.5 Notification of claim**

- i. Upon the happening of any event which may give rise to a claim under this policy, 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 accident unless reasonable cause is shown
- iii. In the event of a claim arising out of road/rail accident or employment accident a complaint should be lodged 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 of any other appropriate authority.

**6.6 Claim Documents**

In case where unnamed persons are covered for both Section 1 & 2 satisfactory proof to be given by the employer that the person was on scroll on the date of accident and the estimated number of employees do not exceed the declared number of employees for insurance at any time during the currency of this policy.

**6.7 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 14 days after demand in writing
- iii. In case of death or Permanent Total Disablement, the claim shall be paid only after deleting by endorsement the name of the insured person in respect of whom such sum shall become payable without any refund of premium.

**6.8 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 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.

**6.9 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.

If at the time any claim arises under this section 2 (Medical expenses), and 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, the Company shall not be liable to pay or contribute more than its rateable proportion of any loss, liability, compensation, costs or expenses.

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

**6.11 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.

The insured person 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)	Rate of premium to be charged
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
Exceeding 8 months	Full annual premium

#### 6.12 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.

#### 6.13 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.

#### 6.14 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 this policy, give in writing to the company of any disease, physical defect or infirmity with which insured person has become affected since the payment of the last preceding premium.

#### 6.15 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.

#### 6.16 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.

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

#### 6.18 Nomination

The insured person 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 person.

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 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*