



## **National Insurance Company Limited**

(A Govt. of India Undertaking)

CIN - U10200WB1906GOI001713      IRDA Regn. No. - 58

### **Janata Personal Accident Policy**

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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**

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**Janata Personal Accident 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 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, an insured shall sustain any injury resulting solely and directly from an accident in the manner and to the extent defined below, the Company shall pay to the insured or his/her nominee the sum described below but not exceeding the capital sum insured during the policy period, in respect of all such claims.

**Benefit**

**2.1 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.

**2.2 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 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.
- ii. use of two hands or two feet or one hand and one foot without physical separation or loss of sight of one eye and loss of use of one hand or one foot without physical separation, the capital sum insured stated in the schedule.

**2.3 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, fifty percent (50%) of the capital sum insured stated in the schedule.
- ii. use of a hand or a foot without physical separation, fifty percent (50%) of the capital sum insured stated in the schedule.

**2.4 Permanent Total Disablement**

If such injury shall as a direct consequence thereof immediately permanently totally and absolutely disable the insured from engaging in 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 Definitions**

- 3.1 **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 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 insured 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 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 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 **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.
- 3.9 **Insured/Insured person** means person(s) named in the schedule of the policy.
- 3.10 **Loss of foot by physical separation** means separation at or above ankle.
- 3.11 **Loss of hand by physical separation** means separation at or above wrist.
- 3.12 **Loss of sight** means total and irrecoverable loss of ability to see or total blindness.
- 3.13 **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.
- 3.14 **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.
- 3.15 **Policy period** means the period commencing from the inception date and terminating at midnight on the expiry date as mentioned in the schedule.
- 3.16 **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.
- 3.17 **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

##### 4.1 Limits of compensation

The company shall not be liable to make any payment under the policy for more than one of the sub clauses of section 2 (benefit) in respect of the same period of disablement.

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

##### 4.2 Pre-existing disability

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.

##### 4.3 Intentional self-inflicted injury

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

##### 4.4 Drug/alcohol abuse

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

##### 4.5 Venereal disease or insanity

Any injury directly or indirectly caused by venereal disease or insanity.

**4.6 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.

**4.7 Breach of law**

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

**4.8 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.

**4.9 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 shall 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 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.

**5.5 Notification of claim**

- i. Upon the happening of any event which may give rise to a claim under the 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
- iii. In the event of loss of sight or amputation of limbs or permanent total disablement, written notice must be given within one calendar month after such loss

**5.6 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 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

#### **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 14 days after demand in writing
- iii. In case of death, permanent total disablement, loss of two limbs or one limb and one eye, the claim shall be paid on submission of policy for cancellation and discharge
- iv. In the case of loss of one limb or eye, the claim shall be paid only on submission of the policy for reduction of the capital sum insured by the amount admissible under the claim.
- v. In the case of claims of insured presume to be dead due to drowning; shall be settled after two years of the submission of the documents required by the Company.

#### **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 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, 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 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.

#### **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 last known address and in such event the company will not allow any refund.

#### **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 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.

#### **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 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 affected.

#### **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 the 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***