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Shriram General insurance Co. Ltd.

IN PARTNERSHIP WITH THE  **Sanlam GROUP**
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Optional Travel Insurance For E-Ticket Passengers of IRCTC - Policy Wording

This Policy the Schedule and any Memoranda thereon shall be considered one document and any word or expression to which a specific meaning has been attached in any of them shall bear such meaning throughout.

NOW THIS POLICY WITNESSETH that subject to the terms, exclusions, definitions and conditions contained herein or endorsed or otherwise expressed hereon the company will pay the Insured as hereinafter mentioned.

The insurance scheme aim to support the family/legal heir through insurance in case a reserved passenger who opts for e-ticketing excluding sub-urban trains expires and/ or is disabled permanently or partially due to train accident and untoward incidents as defined under section 123 read with Sections 124 and 124A of the Railways Act, 1989, **subject to the qualification that the coverage will be valid from the actual departure of train from the originating station to actual arrival of train at the destination station including' process of entraining 'and process of detraining the train.** Post accidental medical treatment covers as well as transportation of mortal remains is also provisioned for all insured under the purview of the scheme.

1. Definitions:

Accident means

- (a) When in the course of working a railway , an accident occurs, being either a collision between trains of which one is a train, carrying passengers or the derailment of or other accident to a train or any part of a train carrying passenger.
- (b) When in the course of working a railway an untoward incident occurs, in the train carrying passengers (any part of the train) or at the actual departure from the originating station to actual arrival of train at the destination station.

Beneficiary:

The scheme is intended to benefit all the passengers travelling by Indian Railway of all class who book the e-ticket through IRCTC site and opt for this insurance cover, irrespective of the class of the ticket and the benefit-will be only against the accident and untoward incident that takes place during actual departure to actual arrival of the train,

Company/We/Us

shall mean the Shriram General Insurance Company Limited.

Hazardous Sport / Hazardous Activities

means Persons whilst working in underground mines, explosives, magazines, workers whilst involved in electrical installation with high tension supply, jockeys, circus personnel, engaged in activities like racing on wheels or horseback, big game hunting, mountaineering, winter sports, Skydiving, Parachuting, Scuba Diving , Riding or Driving in Races or Rallies, Mountain Climbing, hunting or equestrian activities, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hand gliding, diving or under-water activity river rafting, canoeing involving rapid waters, polo, yachting or boating outside coastal waters and persons whilst engaged in occupation / activities of similar hazard. Persons whilst engaged in the following occupations are also excluded.

Aircraft pilots and crew, Armed Forces personnel, Artistes engaged in hazardous performances, Aerial crop sprayer , Bookmaker (for gambling) , Demolition contractor, Explosives users , Fisherman (seagoing , Jockey , Marine salvager ,Miner and other occupations underground , nuclear installations, Off-shore oil or gas rig worker , Policeman , Pop Musicians , Professional sports person , Roofing contractors and all construction, maintenance and repair workers at heights in excess of

50ft/15m , Saw miller , Scaffolder , Scrap metal merchant, Security guard (armed) , Ship crew , Steeplejack ,Stevedore ,Structural steelworker Tower crane operator ,Tree feller.

Hospital

A 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 the 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 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient 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 makes these accessible to the insurance company's authorized personnel.

Hospitalization Expenses for Injury

The medical expenses incurred by the Insured Person for hospitalization and medical treatment taken on account of any Injury sustained by the Insured Person whilst on a Trip as stated in the Policy Schedule.

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.

Insured / Insured Person

shall mean Passengers travelling by Indian Railway of all class who book e-ticket through IRCTC site and opt for this insurance cover.

Medical expenses

Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

Trip

Trip means the actual departure of train from the originating station to actual arrival of train at the destination station including 'process of entraining' and 'process of detraining' the train for which the Insured Person has paid the Premium.

Physical separation of hand

means separation of hand at or above the wrist

Physical separation of foot

means separation of foot at or above the ankle

Untoward Incident Means

- a. The Commission of a terrorist act within the meaning of sub-section (1) of section 3 of the Terrorist and Disruptive Activities (Prevention) Act, 1987 (28 of 1987), or
- b. The making of a violent attack or the commission of robbery or dacoity ;or
- c. The indulging in rioting , shoot-out or arson; by any person in or any train carrying passengers or, from the actual departure from originating station to actual arrival of train at destination station including 'process of entraining ' and 'process of detraining the train, and Vikalp train, short termination and diverted route
- d. The accident falling of any passenger from a train carrying passengers.

2. Eligibility

The scheme is applicable to those who book their e-ticket through IRCTC website. It will be an optional cover however the coverage will be compulsory for all passengers booked under one PNR number if the option is to be exercised.

The optional travel insurance will not be provided for the children below 5 years of age and foreign travelers.

3. Sum insured:

The Travel Insurance Scheme shall be kept uniform for all classes:-

Death	Permanent Total Disability	Permanent Partial Disability	Hospitalization Expenses for Injury	Transportation of mortal remains
1	2	3	4	5
10,00,000	10,00,000	7,50,000	2,00,000	10,000

4. TABLE OF BENEFITS

IMPORTANT

We will not pay in respect of any one Insured person under more than one of the Benefits 1,2,3 in connection with the same accident

If an accident happens which gives rise to claim under Benefits 3, the Sum Insured stands reduced by the amount of claim with respect to that Insured Person.

DEATH

In case of Death due to accident 100% of sum insured will be paid by the Insurance Company.

Coverage:

The Insurance Company shall compensate the nominee or their legal heirs as the case may be for any injury (whilst on a trip covered in the policy) solely and directly caused by accident occurring during the period of insurance resulting death within 12 calendar months of occurrence of the accident . The sum insured as specified above shall be limit per passengers per policy period payable only to the nominee/ insured person's legal heirs.

Special Conditions

- A. If the Insured Person dies as a result of the Accident within 12 months of its occurrence, or thereafter for any other covered reason, and a claim for permanent impairment had been made prior to the death, then payment will be made of the Sum Insured less any sum paid for the permanent impairment, and any sum that was due to be paid for the permanent impairment shall not be paid.
- B. If the Insured Person is not found within 7 years of the disappearance, sinking or wrecking of the Scheduled Railway Carrier in which he was travelling as a fare paying passenger, the Insured Person will be presumed to have died as a result of the Accident.

PERMANENT TOTAL DISABILITY

In case of Permanent total disability the 100% of sum insured will be paid by the Insurance Company.

Coverage

If during the policy period, the insured person sustains Accidental Bodily injury which directly and independently of all other causes results in permanent total disability within 12 months from the date of accident For the purpose of this cover, Permanent total disability shall mean either of the following and compensation will be paid as per table below.

The Disablement	Compensation expressed as a percentage of Total Sum Insured
1. Permanent Total Disablement	100%

2. Permanent and incurable insanity	100%
3. Permanent Total Loss of two Limbs	100%
4. Permanent Total Loss of Sight in both eyes	100%
5. Permanent Total Loss of Sight in one eye and one Limb	100%
6. Permanent Total Loss of Speech	100%
7. Complete removal of the lower jaw	100%
8. Permanent Total Loss of Mastication	100%
9. Permanent Total Loss of the central nervous system or the thorax and all abdominal organs resulting in the complete inability to engage in any job and the inability to carry out Daily Activities essential to life without full time assistance	100%
10. Permanent total disablement not otherwise provided for under above Items inclusive up to a maximum of Sum Insured	100%

PERMANENT PARTIAL DISABILITY

In case of Permanent partial disability the 75% of sum insured will be paid by the Insurance Company.

Coverage

If during the policy period, the insured person sustains Accidental Bodily injury which directly and independently of all other causes results in permanent partial disability within 12 months from the date of accident. For the purpose of this cover, Permanent partial disability shall mean either of the following and compensation will be paid as per table below.

The Disablement	Compensation expressed as a percentage of Sum Insured as specified against Permanent partial disability
1. Permanent Total Loss of Hearing in both ears	100%
2. Permanent Total Loss of one Limb	67%
3. Permanent Total Loss of Sight of one eye	67%
4. Permanent Total Loss of Hearing in one ear	20%
5. Permanent Total Loss of the lens in one eye	33%
6. Permanent Total Loss of use of four fingers and thumb of either hand	53%
7. Permanent Total Loss of use of four fingers of either hand	27%
8. Permanent Total Loss of use of one thumb of either hand	27%
9. Permanent Total Loss of one finger of either hand	7%
10. Permanent Total Loss of use of toes	20%
11. Established non union of fractured leg or kneecap	13%
12. Shortening of leg by atleast 5 cms.	10%
13. Any loss is of the elbow, hip or knee	27%
14. Any other Permanent Partial not included in above items	% as assessed by Doctor.

HOSPITALIZATION EXPENSES FOR INJURY

The Company shall indemnify the Insured Person for the medical expenses incurred for hospitalization for the following upto the maximum limit stated in the Schedule applicable to such Insured Person:

- Room rent, boarding expenses (Room rent to be capped at 2% of the sum insured and ICU/CCU to be capped at 3% of the sum insured)
- Nursing
- Intensive care unit

- d) Medical practitioner
- e) Anesthesia, blood, oxygen, operation theatre charges, surgical appliances
- f) Medicines, drugs and consumables
- g) Diagnostic procedures
- h) The cost of prosthetic and other devices or equipment if implanted internally during a surgical procedure.
- i) Medical expenses incurred as out-patient are not covered. However, procedures followed under day care stands covered.
- j) No OPD charges to be covered. However, procedures followed under day care shall also be covered.
- k) In case happening of an accident, initial treatment be taken from nearest hospital of accident site and upon written referral of this hospital, treatment be taken from any specialized hospital

TRANSPORTATION OF MORTAL REMAINS

If the Insured Person dies as specified in the Table of Benefits described hereunder, solely and directly due to train accident and untoward incidents as defined under section 123 read with sections 124 and 124A of the Railways Act, 1989, occurring during the Trip, then the Insurance Company will reimburse Rs.10000/- as the cost of either transporting his mortal remains to his usual place of residence or to a cremation or burial ground.

COMPANY'S MAXIMUM LIABILITY

Any payment in case of more than one claim in respect of any Insured Person under this Policy during any one Period of Insurance should not exceed the Sum Insured applicable to such Insured Person. However, the amount relating to carriage of dead body of the Insured Person and medical expenses would be payable in addition, if applicable.

5. EXCEPTIONS:

The Company shall not be liable under this Policy for

- (1) compensation under more than one of the foregoing Benefits in respect of same accident or period of disablement of the Insured Person
- (2) any other payment in respect of the Insured Person after a claim under one of the Benefits 1 has been admitted and become payable. However, amounts relating to carriage of the dead body of the Insured Person and medical expenses will be payable in addition if applicable.
- (3) payment of Benefit in respect of accident, death, injury or disablement of the Insured Person
 - (a) from intentional self-injury, suicide or attempted suicide
 - (b) whilst under the influence of intoxicating liquor or drugs
 - (c) arising or resulting from the Insured Person committing any breach of law with criminal intent
 - (d) while crossing the railway tracks
 - (e) due to mental disorders or disturbance of conscious, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same and damage of health caused by curative measures, radiations, infection, poisoning except where arise from accident
 - (f) Whilst engaging in any sort or form of adventurous sport
 - (g) Directly or indirectly caused or contributed by congenital anomaly, venereal disease, sexually transmitted disease, AIDS or insanity
- (4) any payment in respect of death or disablement resulting directly or indirectly from, caused by, contributed to or aggravated or prolonged by child birth or pregnancy or in consequence thereof.
- (5) Any natural cause or disease or medical or surgical treatment unless such treatment becomes necessary due to injury caused by the said untoward incident.
- (6) any payment in respect of death, injury or disablement of the Insured Person due to or arising out of directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war,

rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detainments.

- (7) Persons whilst engaged in Hazardous sports or Hazardous Activities.
- (8) any payment in respect of death of, or bodily injury or any disease or illness to the Insured Person
 - (a) directly or indirectly caused to or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this Exception, combustion shall include any self sustaining process of nuclear fission.
 - (b) directly or indirectly caused by or contributed to by or arising from nuclear weapons material
- (9) any losses directly or indirectly arising out of, or contributed to or caused by, or resulting from or in connection with any act of nuclear, chemical, biological terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exception, Nuclear, Chemical, Biological terrorism shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear. Chemical agent shall mean any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property. Biological agent shall mean any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants. If we allege that by reason this exclusion any loss is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

- (10) Claim on account of injury due to accident prior to the date and time of journey and post the date and time of journey would be excluded from the scope of the policy, however any delay in the time of departure and arrival of the respective train would be taken into consideration
- (11) Claim in instances wherein ticket was booked by the Insured person; however the train was not boarded. This is irrespective of whether the train ticket was cancelled or not.
- (12) Claim in instances wherein ticket was booked by the Insured person; however the ticket was not confirmed but still the passenger boarded the train.
- (13) The treatment of any illness even if caused by the Accident suffered by the Insured Person except any caused by Accident and requiring immediate medical treatment in order to maintain life or relieve immediate pain or distress.
- (14) Any medical treatment which was not medically necessary.
- (15) Plastic or cosmetic surgery unless this is certified by the attending Medical Practitioner to be medically necessary for reconstruction following an Accident.
- (16) Dental treatment or surgery of any kind, unless to sound natural teeth and necessitated by an Accident.
- (17) Any health check-ups or examinations or measures primarily carried out for diagnostic or investigative reasons for any purpose other than treatment related to an Accident.
- (18) Any costs relating to physiotherapy unless undertaken while the Insured Person is hospitalized.
- (19) Any costs or periods of residence incurred in connection with rest cures or recuperation at spas or health resorts, sanatorium, convalescence homes or any similar institution.
- (20) Any costs in any way related to psychiatric or mental disorders.
- (21) Any costs relating to the Insured Person's pregnancy, childbirth or the consequences of either.

(22) Any congenital internal or external diseases, defects or anomalies.

6. Claims Procedure & Documentation

(i) The Insured Person or his nominee or legal heir shall deliver to the Company, not later than 4 months from the date of occurrence of the Insured Event, a detailed statement in writing as per the claim form and any other material particular, relevant to the making of such claim.

The Insured Person or his nominee or legal heir shall tender to the Company all reasonable information, assistance and proofs in connection with any claim hereunder.

(ii) Proof satisfactory to the Company shall be furnished in connection with all matters upon which a claim is based. Such evidence as the Company may from time to time require shall be furnished and a post-mortem examination report wherever applicable, shall be furnished to the Company within a period of thirty days. A service provider (if required) would be deputed by Insurance Company to verify the records/ circumstances of the claim

(iii) Provided that if one or more insured persons are covered, all sums payable hereunder shall be payable in case of death or permanent total disablement only after deleting by an endorsement the name of the insured person in respect of whom such shall become payable without any refund of premium

Claims Settlement / Rejection

After the receipt of documents, Insurance Company should process the claim and send the cheque to customer/legal heir within 15 days of the receipt of document. If the documents are incomplete, 2 reminders should be sent to the customer 'for documents in a span of 1 month. Before rejecting any claim, discussion should be made with IRCTC Nodal Officer.

1. The Company shall be released from any obligation to pay insurance benefits if any of the obligations are breached
2. All claims under this Policy shall be payable in Indian Currency.
3. No Claim is admissible beyond 365 days from date of expiry of the policy in respect of hospitalization commencing within the Period of Insurance.
4. No liability under the Policy will be admitted, if the claim is fraudulent or supported by fraudulent means.
5. At the time of claim settlement, Insurance Company may insist on KYC documents of the insured/nominee/legal heir as per the relevant AML guidelines in force

Documentation required:

1. In case of Death Claim:

Submit the duly filled in claim form signed by nominee/legal heir along with the NEFT mandate details and cancelled cheque with the following documents:

- Report of the Railway Authority confirming the accident of the train or untoward incident
- Report of the Railway Authority carrying the details of the passengers declared dead.
- Duly Completed Personal Accident Claim Form signed by Nominee / Legal Heir along with the NEFT mandate details & cancelled cheque
- Photo identity proof of nominee
- For Death Claims, claim will be settled only to nominee declared at the time of buying insurance through IRCTC portal
- In absence of nominee, claim will be paid to Legal Heir only – as per Legal Heir / Succession Certificate

2. In case of Disablement Claim:

- Report of the Railway Authority confirming the accident of the train or untoward incident

- Report of attending doctor confirming the extent of disability.
- Medical bills corresponding to doctor's prescription.
- Duly Completed Personal Accident Claim Form signed by insured / Nominee
- Attested copy of disability certificate from Civil Surgeon of that Hospital in which the treatment has undergone stating percentage of disability.
- Attested copy of FIR.
- All X-Ray / Investigation reports and films supporting to disablement.
- Claim form with NEFT details & cancelled cheque of the beneficiary
- Photograph before & after disability

3. In case of Hospitalization Expenses for Injury

- Report of the Railway Authority confirming the accident of the train or untoward incident
- Discharge summary
- Original Hospital Bills and medical bills corresponding to doctor's prescription
- Advance and final receipts (All receipts shall be numbered, signed and stamped)
- Prescriptions for medicines
- Diagnostic Test Reports, X Ray, Scan, ECG and others including doctor's advice demanding such tests)
- Cash memos/bills for medicines purchased from outside

The claim documents should be sent to the Claims department of the nearest Office of the Insurance Company through which this insurance is effected. List of the address of the office of the Insurance Company to be obtained from the website of the Insurance Company.

Claims MIS update to IRCTC:

The status of the claim received, & claim pending and claim settled should be sent to IRCTC on monthly basis in a prescribed format.

7. GENERAL CONDITIONS

Notice

Every notice and communication to the Company required by this Policy shall be in writing to the office of Company through which this insurance is effected.

Cancellation

The Policy stands cancelled ab-initio upon cancellation of the e-ticket booked through IRCTC Portal against nil refund of premium. For Ticket Cancellation, once opted for Insurance cover there will not be any refund of Insurance Premium.

Fraud – Forfeiture of Cover

If any claim shall be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy all benefit hereunder shall be forfeited.

Arbitration

If any dispute or difference shall arise as to the quantum to be paid under this 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 hereto 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.It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as hereinbefore provided if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators as to the amount of the claim shall be first obtained.

It is also hereby further expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder

and such claim shall not within 3 calendar months from the date of such disclaimer have been made the subject matter of suit in a court of law or be pending reference before the ombudsman then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

Laws governing the Contract

This contract shall be governed by the laws of India for the time being in force.

Irrespective of the place of performance or place of payment under the contract, the contract shall be deemed to have been made at New Delhi.

Jurisdiction

The Courts of New Delhi shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

Grievance Redressal Procedure

Welcome to Shriram General Insurance and Thank You for choosing us as your insurer.

Please read your Policy and Schedule. The Policy and Policy Schedule set out the terms of your contract with us. Please read your Policy and Policy Schedule carefully to ensure that the cover meets your needs.

We do our best to ensure that our customers are delighted with the service they receive from Us. If you are dissatisfied we would like to inform you that We have a procedure for resolving issues. Please include your Policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step Initially, We suggest you to contact the Branch Manager / Regional Manager of the local office which has issued the Policy. The address and telephone number will be available in the Policy.

Second Step Naturally, We hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to Grievance Cell, HO, headed by a senior executive which will be directly under the control of the MD at the below mentioned address:

Contact Person:	Chief Compliance and Grievance Officer
Contact Address:	Shriram General Insurance Co. Ltd. E-8, EPIP, RIICO Industrial Area, Sitapura, Jaipur – 302022
Grievance Cell No:	1800-100-3009, 1800-300-30000
E-mail ID:	md@shriramgi.com
Fax No.:	91-141-2770693

The Insured Person may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of **Shriram General Insurance Company Limited** is located. For Contact Details of Insurance Ombudsman, please visit our website www.shriramgi.com