



National Insurance Company Limited
(A Govt. of India Undertaking)

CIN - U10200WB1906GOI001713 IRDA Regn. No. - 58

Pravasi Bhartiya Bima Yojana Policy

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

Pravasi Bhartiya Bima Yojana Policy

Recital Clause

Whereas the insured named in the schedule hereto and who on the commencement date of this policy is an emigrant having a passport with 'emigration check required endorsement' and who is holding a valid letter of appointment for a job outside India from an employer and whose application for emigration has been cleared by the 'Protector of Emigrants' appointed under Section 3 and / or Section 5 of the Emigrants Act, 1983, 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.

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

Coverage

Section I

- IA** : Personal Accident
- IB** : Hospitalisation Expenses following Accident in India/abroad
- IC** : Repatriation following Serious Sickness/Accident/Death

Section II

- IIA** : Hospitalization Expenses Following Diseases
- IIB** : Maternity Expenses Benefit to Women Insured

Section III

: Hospitalisation cover for dependents' of insured in case of his death and permanent total disability

Section IV

- IVA** : Repatriation charges in case of substantive change in employment
- IVB** : Legal expenses in case of substantive change in employment

1 Section I

1.1 Section IA: Personal Accident

If 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 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. The capital sum insured under Section IA will be ₹ 10, 00,000/-.

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) 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 the capital sum insured stated in the schedule.

1.1.1 Exclusion

Limits of compensation

The company shall not be liable to make compensation under more than one of the clauses 1.1.a and 1.1.b

1.2 Section IB: Hospitalisation Expenses following accident in India/ abroad

If after departure from India on work permit / visa the insured shall sustain any injury from an accident during the policy period or during the continuance of the policy by renewal and if such injury shall require 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 / abroad, then the company shall pay to the insured the amount of such reasonable, customary and medically necessary expenses incurred as described below in respect thereof by or on behalf of insured but not exceeding the sum insured of ₹ 75,000/- in India or the currency equivalent of ₹ 75,000/- in country of employment, during the policy period as mentioned in the schedule in respect of all such claims .

If treatment is taken in India, the company shall either provide cashless hospitalization or reimburse the actual medical expenses.

1.2.1 Cover

The company shall pay to the hospital or reimburse the insured in respect of the medical expenses for:

- i. Room charges, Intensive Care Unit charges as provided by the Hospital
- ii. Nursing Expenses
- iii. Medical practitioner(s) fees
- iv. Anesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, drugs, Diagnostic Material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, artificial limbs, cost of organs and similar expenses.

1.3 Section IC: Repatriation following serious sickness/accident/death

If the Insured suffers from an accident or falls sick during the policy period or during the continuance of the policy by renewal and is declared medically unfit to continue working and the service contract is terminated by the foreign employer within twelve (12) months, the insured shall be reimbursed actual one way economy class Air fare from the place of employment to India

If the Insured dies outside the Republic of India, the expenses for preparing the air transportation of the remains for repatriation to the Republic of India or up to an equivalent amount for a local burial or cremation in the country where the death occurred. Besides the cost of transportation of dead body actual economy class return air fare shall also be reimbursed to one attendant.

1.4 Exclusions applicable to section I

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

- 1.4.1 **Psychiatric disorder, self inflicted injury**
Treatment for all psychiatric and psychosomatic disorders/diseases, intentional self-inflicted injury, attempted suicide.
- 1.4.2 **General debility**
General debility, run down condition or rest cure.
- 1.4.3 **Venereal disease or insanity**
Any injury directly or indirectly caused by venereal disease or insanity.
- 1.4.4 **HIV, AIDS, STD**
Any condition directly or indirectly caused to or associated with HIV, AIDS, complications of AIDS and other sexually transmitted diseases (STD).
- 1.4.5 **Drug/alcohol abuse**
Any injury or any disease due to misuse or abuse of drugs/alcohol or use of intoxicating substances.
- 1.4.6 **Vaccination or inoculation**
- 1.4.7 **Circumcision unless necessary for treatment of a disease (if not excluded otherwise) or necessitated due to an accident**
- 1.4.8 **Cosmetic, plastic surgery, sex change**
Cosmetic or aesthetic treatment of any description, change of life or sex change operation,
- 1.4.9 **Dental, eye treatment**
Dental or eye treatment unless arising due to an accident
- 1.4.10 **Vitamins, tonics**
Vitamins and tonics unless forming part of treatment for disease/injury as certified by the attending medical practitioner.
- 1.4.11 **Pregnancy**

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

- 1.4.12 Expenses incurred by a female insured in respect of any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland
- 1.4.13 **Aviation**
Any injury while the insured is engaged in aviation
- 1.4.14 **Non- fare paying passenger in aircraft**
Any injury while the insured person 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
- 1.4.15 **Racing and hazardous sports**
Any claim arising from participation of the insured person in Rock climbing, mountaineering, pot-holing, skydiving, parachuting, hang gliding, Para-sailing, ballooning, all diving unless the person concerned has been duly qualified, racing of any kind other than on foot and all professional or inherently dangerous sports unless declared to and accepted by the Company in writing prior to the event giving rise to a claim.
- 1.4.16 **Litigation**
Costs arising out of any litigation or dispute between the insured person and any medical person or establishment from whom treatment has been sought or given, or any other costs not specifically related to the payment of medical expenses covered by the policy.

2 Section II

2.1 Section IIA: Hospitalisation Expenses following diseases

If after departure from India on work permit/visa the Insured shall suffer any illness or disease (herein after called disease) and if such disease shall require any such 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 or in the country of employment, the Company shall pay to the Insured the amount of such reasonable, customary and medically necessary expenses described below incurred by or on behalf of Insured up to the Sum Insured in aggregate in respect of all such claims. If treatment is taken in India the Insurance Company shall provide cashless hospitalization or re-imburse the actual medical expenses incurred.

Maximum sum insured under this section shall be ₹75,000/- if treatment is taken in India or currency equivalent of ₹75,000/- if treatment taken in the country of employment.

2.1.1 Cover

The company shall pay to the hospital or reimburse the insured in respect of the medical expenses for:

- i. Room charges, Intensive Care Unit charges as provided by the Hospital
- ii. Nursing Expenses
- iii. Medical practitioner(s) fees
- iv. Anesthesia, Blood, Oxygen, OT charges, Surgical appliances, Medicines, drugs, Diagnostic Material & X-Ray, Dialysis, Chemotherapy, Radiotherapy, cost of pacemaker, artificial limbs, cost of organs and similar expenses.

2.1.2 Conditions

Payment of Claim

All claims under this policy shall be payable in Indian currency

2.2 Section IIB : Maternity expenses benefit to women insured

If any female Insured upon the advice of a duly qualified Medical Practitioner is hospitalised at any hospital/nursing home (herein after called hospital) as an in-patient in India or in the country of employment with respect to delivery or termination up to first two deliveries or terminations of pregnancy during the lifetime of the female insured, the Company shall pay to the Insured, **actual expenses incurred subject to the sum insured of ₹ 25,000/-** in India or currency equivalent of ₹ 25000/- in the country of employment.

2.2.1 Cover

The company shall pay to the hospital or reimburse the insured in respect of:

- i. Medical expense for delivery (normal or caesarean).
- ii. Medical expense for lawful medical termination of pregnancy.
- iii. Pre-natal and post-natal expenses if admitted in hospital and treatment is taken there.

2.2.2 Conditions

Payment of claim

- i. In case of medical treatment in the country of employment the maternity benefits will be provided only if the concerned Mission/Embassy certifies the requisite documents.
- ii. Waiting period of nine months is applicable for payment of claim relating to normal delivery or caesarean section or abdominal operation for extra uterine pregnancy. This waiting period may be relaxed only in the case of delivery, miscarriage or abortion induced by accident or other medical emergency

3 Section III: Hospitalisation cover for dependents of insured in case of his/her death and permanent total disability

In case of death or permanent total disability of the insured during the policy period stated in the schedule, dependants of insured are entitled for hospitalisation cover for one year as described below

(**Dependent** consists of a spouse and two dependent children up to 21 years of age)

3.1 Cover

If dependents of the insured upon the advice of a duly qualified Medical Practitioner is hospitalised for treatment at any hospital/nursing home (herein after called hospital) in India, the Company shall pay to the dependent the amount of such reasonable, customary and medically necessary expenses described below, incurred by or on behalf of such dependent up to the subject to maximum of sum insured of ₹ 50,000 in respect of all such claims.

Exclusions applicable to Section II & III

The Company shall not be liable to make any payment under this Policy in respect of any expenses whatsoever incurred by any person in connection with or in respect of:

- i. **Pre-existing diseases**
All pre-existing diseases.
- ii. **First 30 (thirty) days waiting period**
Any disease contracted by the insured person during the first 30 (thirty) days of continuous coverage from the inception of the policy. This shall not apply in case the insured person is hospitalised for injuries, suffered in an accident which occurred after inception of the policy.
- iii. **Specific waiting period**
Following diseases/treatments are subject to a waiting period mentioned below.
During the first year
Cataract, Benign Prostatic Hyperthrophy, Hysterectomy for Menorrhagia or Fibromyoma, Hernia, Hydrocele, Congenital Internal Disease, Gallbladder Stone, Kidney stone, Fistula in anus, Piles, Sinusitis and related disorders.
If these diseases are pre-existing at the time of proposal, they will not be covered even during subsequent period of renewal too.
- iv. **Vaccination or inoculation**
- v. **Circumcision unless necessary for treatment of a disease (if not excluded otherwise) or necessitated due to an accident**
- vi. **Cosmetic, plastic surgery, sex change**
Cosmetic or aesthetic treatment of any description, change of life or sex change operation,
- vii. **Dental, eye treatment**
Dental or eye treatment unless arising due to an accident
- viii. **Psychiatric disorder, self inflicted injury**
Treatment for all psychiatric and psychosomatic disorders/diseases, intentional self-inflicted injury, attempted suicide.
- ix. **General debility**
General debility, run down condition or rest cure.
- x. **Drug/alcohol abuse**
Treatment arising out of disease/injury due to misuse or abuse of drugs/alcohol or use of intoxicating substances.
- xi. **Hospitalisation for the purpose of diagnosis and evaluation**
Diagnostic and evaluation purpose where such diagnosis and evaluation can be carried out as outpatient procedure and the condition of the patient does not require hospitalisation.
- xii. **Spectacles, contact lens, hearing aid, cochlear implants**
- xiii. **Sterility, infertility, assisted conception**
Sterility, infertility/sub fertility, assisted conception procedures.

- xiv. **Abortion due to psychological or social reasons**
Voluntary medical termination of pregnancy.
Any abortion performed due to psychological or social reasons and consequences thereof.
- xv. **Equipments**
Prosthesis, corrective devices and medical appliances, which are not surgically required.
- xvi. **Litigation**
Costs arising out of any litigation or dispute between the insured person and any medical person or establishment from whom treatment has been sought or given, or any other costs not specifically related to the payment of medical expenses covered by the policy.
- xvii. **HIV, AIDS, STD**
Any condition directly or indirectly caused to or associated with HIV, AIDS, complications of AIDS and other sexually transmitted diseases (STD).
- xviii. **Vitamins, tonics**
Vitamins and tonics unless forming part of treatment for disease/injury as certified by the attending medical practitioner.
- xix. **Naturopathy treatment**

4 Section IV

4.1 Section IVA: Repatriation charges in case of substantive change in employment

The company shall reimburse actual economy class one way air fare for return to India in case the insured within the policy period is not received by the employer or there is a substantive change in the employment of the Insured to his disadvantage by the employer or pre-mature termination for no fault of the Insured and these are duly certified by the Indian Embassy/ Mission of the country in which the Insured was employed.

In case where the Indian Mission/Post arranges the repatriation, the Company shall reimburse the actual expenses to the concerned Indian Mission/Post.

4.2 Section IVB: Legal expenses in case of substantive change in employment

The company shall reimburse legal expenses incurred by the insured not exceeding ₹30,000/- in connection with any substantive change in the job/employment contract/ agreement to the disadvantage of the insured provided the necessity of filing such case is certified by the appropriate Ministry of that country. The concerned Indian Mission/Post should certify the actual expenses incurred.

5 Definitions applicable to all sections

- 5.1 **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- 5.2 **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.
- 5.3 **Capital Sum Insured** means the amount of insurance in respect of each insured person as mentioned in the schedule.
- 5.4 **Condition precedent** means a policy term or condition upon which the company's liability under the policy is conditional upon
- 5.5 **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.
- 5.6 **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 be apply to any Benefit offered on fixed benefit basis.
- 5.7 **Day Care Centre** means any institution established for day care treatment of illness and / or injuries or a medical set -up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
 - i. has qualified nursing staff under its employment;
 - ii. has qualified medical practitioner (s) in charge;

- iii. has a fully equipped operation theatre of its own where surgical procedures are carried out
 - iv. maintains daily records of patients and will make these accessible to the Insurance Company's authorized personnel.
- 5.8 **Emigrant** means any citizen of India who intends to emigrate, or emigrates or has emigrated but does not include
- o a dependent of an emigrant, whether such dependent accompanies that emigrant, or departs subsequently for the purpose of joining that emigrant in the country to which that emigrant has lawfully emigrated;
 - o any person who has resided outside India at any time after attaining the age of eighteen years, for not less than three years or the spouse or child of such person
- 5.9 **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.
- 5.10 **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:
- 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.
- 5.11 **Hospitalisation** means admission in a hospital as an inpatient for a minimum period of 24 consecutive hours except for specified procedure/ treatment, where such admission could be for a period of less than 24 consecutive hours. Relaxation to 24 hours minimum duration for hospitalisation is allowed in
- i. Day care procedures/surgeries where such treatment is taken by an insured person in a hospital/day care centre (but not the outpatient department of a hospital).
 - ii. Any other surgeries/procedures which due to advancement of medical science require hospitalisation for less than 24 hours and for which prior approval from company is mandatory.
- 5.12 **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.
- 5.13 **Insured** means person named in the schedule of the policy.
- 5.14 **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.
- 5.15 **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.
- 5.16 **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.
- 5.17 **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.
- 5.18 **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.

- 5.19 **Notification of claim** means the process of notifying a claim to the company or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.
- 5.20 **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.
- 5.21 **Policy period** means the period commencing from the inception date and terminating at midnight on the expiry date as mentioned in the schedule.
- 5.22 **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.
- 5.23 **Pre-existing disease** means any condition, ailment or injury or related condition(s) for which the insured person had signs or symptoms and/or was diagnosed and/or received medical advice/ treatment within 48 months prior to the first policy issued by the company.
- 5.24 **“Protector of Emigrants”** means a Protector of Emigrants appointed under section 3 and includes a person authorized under section 5 of the Emigration Act, 1983.
- 5.25 **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.
- 5.26 **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.
- 5.27 **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.
- 5.28 **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.
- 5.29 **Waiting period** means a period from the inception of the first policy during which specified diseases/treatment is notcovered. On completion of the period, diseases/treatment will be covered provided the policy has been continuously renewedwithout any break.

6 Exclusions applicable to all sections

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

- 6.1 **Naval, Military or Air force operations**
Arising from the Insured Person taking part in Naval, Military or Air force operations.
- 6.2 **Driving without possession of international driving licence**
Injury arising from accidents on two wheeled motorized vehicles driven by the insured unless at the time of the accident the insured is duly qualified and is in possession of a current, full international driving license and is wearing a safety crash helmet.
- 6.3 **Routine medical examination**
Routine physical examination or any other examination where there is no objective indication of impairment of normal health.
- 6.4 **Breach of law**
Any injury as a result of committing or attempting to commit a breach of law with criminal intent.
- 6.5 **War group perils**
Any injury directly or indirectly caused by or arising from or attributable to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, commotion, unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage by or under the order of any government or public local authority.
- 6.6 **Radioactivity**

Any injury directly or indirectly caused by or contributed to by nuclear weapons/materials or arising from ionising radiation or contamination by any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.

7 Conditions applicable to all sections

7.1 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.

7.2 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.

7.3 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.
- iv. The insured shall give immediate notice to the company of any change in his business or occupation.

7.4 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 or disease requiring hospitalisation 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.

7.5 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 permanent total disablement, written notice must be given within one calendar month after such loss

7.6 Claim documents

- i. Duly completed claim form
 - ii. Original Certificate of Insurance
- In addition, the following documents are to be submitted depending on the nature of the claim

Death

- i. Attending Doctors Report
- ii. Original Death Certificate
- iii. Original / attested Post Mortem / Coroners Report, where applicable
- iv. Police Inquest report, where applicable
- v. Any other document required by the company

Permanent Total Disablement

- i. Attending Doctors Report
- ii. Disability Certificate from Govt. Registered Medical Practitioners, where applicable
- iii. Diagnostic reports like laboratory test, X- rays and/ or any other reports confirming injury
- iv. Police Inquest report, where applicable
- v. Any other document required by the company

Hospitalisation Expenses following accident in India or abroad/diseases/ Maternity expenses benefit to women insured/for hospitalisation of dependents of insured in case of his/her death and permanent total disability

- i. Hospitalization certificates,
- ii. Discharge certificates,
- iii. Medical attendant's certificates,
- iv. Cash-memos,
- v. Investigation reports and
- vi. Any other document required by the company

Repatriation expenses following serious sickness/accident/death /substantive change in employment

- i. Original bills or receipts for full amount of claim (photocopies not acceptable)
- ii. Hospitalization certificates(for hospitalisation claims)
- iii. Death Certificate (compensation claim for death by accident)

- iv. Disablement Certificate and Police Report (for Personal Accident Claim)
- v. Attending Doctors Report
- vi. Certificate from employer terminating the service contract duly authenticated by Indian Embassy / Mission abroad.
- vii. Proof of expenses for preparing the air transportation of mortal remains to India or expenses for local burial or cremation (when insured person dies outside India to be certified by Indian Embassy / Mission)
- viii. Air ticket in original
- ix. Any other document required by the company

Legal expenses in case of substantive change in employment

- i. Lawyer's Certificate and bills in original (on the details of the case)
- ii. Certificate from the appropriate Ministry of the Country of employment on necessity of filing such a case.
- iii. Certificate from employer terminating the service duly certified by Indian Mission / Embassy abroad.
- iv. Actual expenses certificate from concerned Indian Mission / Post.

7.7 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. The company may require the Insured to furnish at his own expense all certificates, information, proofs or other evidence of claims. The company may approach any physician who may have treated the Insured and the Insured must co-operate in this respect.

7.8 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.
- v. All claims shall be payable in Indian currency.

7.9 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 when any claim arises under this policy there is in existence any other insurance (other than Cancer Insurance policy in collaboration with Indian Cancer Society) whether it be effected by or on behalf of insured in respect of whom the claim may have arisen covering the same loss, liability, compensation, costs or expenses, the company shall not be liable to pay or contribute more than its ratable proportion of any loss, liability, compensation, costs or expenses. The benefits under this policy shall be in excess of the benefits available under the Cancer Insurance Policy.

7.10 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.

7.11 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's last known address and in such event the company will not allow any refund.

7.12 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.

7.13 **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.

7.14 **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 the insured have become affected since the payment of the last preceding premium.

7.15 **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.

7.16 **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.

7.17 **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.

7.18 **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 person 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.

7.19 **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 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.

8 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