



## **National Insurance Company Limited**

(A Govt. of India Undertaking)

CIN - U10200WB1906GOI001713

IRDA Regn. No. - 58

### **Rajrajeshwari Mahila Kalyan Bima Yojana**

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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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## Rajrajeshwari Mahila Kalyan Bima Yojana

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### 1 Recital Clause

Whereas the **insured** designated in the schedule hereto has by a proposal and declaration, 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 undertakes that if during the policy period stated in the schedule or during the continuance of the policy by renewal, **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** the sum described below but not exceeding the capital sum insured during the policy period, in respect of all such claims

### Benefit

#### 2.1 Permanent Total Disablement

If such injury within six (6) calendar months of its occurrence be the sole and direct cause of immediately 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, the compensation of ₹ 25,000/-.

#### 2.2 Loss of two limbs or two eyes or one limb and one eye

If such injury shall within six (6) 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 compensation of ₹ 25,000/-.
- 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 compensation of ₹ 25,000/-.

#### 2.3 Loss of one limb or one eye

If such injury shall within six (6) 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, the compensation of ₹ 12,500/-.
- ii. use of a hand or a foot without physical separation, the compensation of ₹ 12,500/-.

### 3 Additional Benefits

#### 3.1 Death of an unmarried insured

In the case of unmarried woman, the policy shall be extended to cover death due to an accident, in this case compensation of ₹ 25,000/- shall be payable to the nominee.

#### 3.2 Death of Husband of a married insured

In the case of married woman, the policy will be extended to cover the death of the insured's husband due to an accident, in this case compensation of ₹ 25,000/- shall be payable to the wife only.

It is clarified for avoidance of doubt that in the event of wife predeceasing the husband or in the event of simultaneous death of both the husband and insured wife, no compensation shall arise under this section.

### 3 Policy Definitions

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

- Death or Disablement by accident** would include death and or permanent total disablement arising out of or traceable to
- i. slipping and/ or falling from the mountainous terrain
  - ii. biting by insects, snakes and / or animals
  - iii. drowning washing away in floods, landslides, rock slides, earthquake cyclone and other convulsions of nature and / or calamities
  - iv. murder and terrorist activities
- In the case of woman it also included Death and or Permanent Total Disablement caused by
- i. Rape, surgical operation such as sterilization, cesarean, hysterectomy, i.e., removal of uterus and removal of breast/s due to cancer operations,
  - ii. death at the time of child birth provided that such death occurs during the surgical operation in hospital/nursing home or whilst being in the hospital/ nursing home after such surgery convalescence, however not beyond a period of seven days from the date of surgical operations
- 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 each insured person 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 **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.
- 4.8 **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.
- 4.9 **Insured/Insured person** means person(s) named in the schedule of the policy.
- 4.10 **Loss of foot by physical separation** means separation at or above ankle.
- 4.11 **Loss of hand by physical separation** means separation at or above wrist.
- 4.12 **Loss of sight** means total and irrecoverable loss of ability to see or total blindness.
- 4.13 **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.
- 4.14 **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.
- 4.15 **Policy period** means the period commencing from the inception date and terminating at midnight on the expiry date as mentioned in the schedule.
- 4.16 **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.
- 4.17 **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

### 5.1 Limits of compensation

The company shall not be liable to make any payment under the policy in respect of more than one of the sub clauses of section 2 (benefit) and section 3 (additional benefit).

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

**5.2 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.

**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 Breach of law**

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

**5.7 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.

**5.8 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**

**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.

**6.4 Physical examination**

Any medical official or other agent of the company shall be allowed to examine the insured in case of alleged injury or disablement when and as often as the same may reasonably be required on behalf of the company and in the event of the death to make a post mortem examination of the body of the insured.

**6.5 Notification of claim**

- i. Upon the happening of any event which may give rise to a claim under 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

**6.6 Claim Documents**

- i. Duly completed claim form
- ii. Original policy for cancellation

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
  - iv. Attested copy of FIR / Panchnama
  - v. Police Inquest report, where applicable
  - vi. 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**

- 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. Certificate of proof of age
- vi. Any other document required by the company

#### **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

#### **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.

#### **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.

#### **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**

The Policy may be renewed by mutual consent. The Company shall not however be bound to give notice that it is due for renewal. Renewal of the policy cannot be denied other than on grounds of fraud, moral hazard or misrepresentation or non-cooperation. In the event of break in the policy a grace period of 30 days is allowed. Coverage is not available during the grace period.

#### 6.15 **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 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 shall be notified three months before the changes are affected.

#### 6.18 **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 and group policy.

#### 6.19 **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 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.

### **6 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 "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.

## **7 Optional Cover**

Whereas the insured by a proposal, which shall be the basis of this contract and is deemed to be incorporated herein, has applied to National Insurance Company Limited (herein called the Company) for the insurance herein after set forth and has paid the premium as consideration for such insurance in respect of the insured person as mentioned in the schedule.

Subject otherwise to the terms, definitions, exclusions, and conditions of the policy and subject to the terms, definitions, exclusions, and conditions contained herein, the Company shall pay to the Insured the sum described below but not exceeding the capital sum insured, in respect of all such claims.

### **Coverage**

## 8.1 Temporary Total Disablement

If insured shall sustain any injury due to an accident occur during the policy period or during the continuance of the policy by renewal and if such injury shall be sole and direct cause of temporary total disablement and resulting in hospitalisation as an in-patient, then so long as the insured shall be totally disabled from engaging in any employment or occupation of any description whatsoever, compensation of ₹ 500/- per month subject to a maximum of ₹1500/-.

### 8.1.1 Definitions

- 8.1.1.1 **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.
- 8.1.1.2 **Hospital** means any institution established for in-patient care and day care treatment of disease/ 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 company's authorized personnel.

## 8.2 Legal Divorce

Actual legal expenses subject to a maximum of ₹ 2000/- necessarily incurred by insured for legal divorce proceedings initiated during the continuance of the policy and incurred during the continuance of the policy or during renewal of the policy but once in life time of the insured, provided that the expenses shall be reimbursed only on obtaining divorce decree.

## 8.3 Loss or damage to household goods/personal effects

Loss and or damage to household goods/ personal effects while contained in house/ dwelling arising out of fire, lightning, riots, terrorism, storm, typhoon, flood, cyclone and earthquake, actual cost subject to a maximum of ₹ 2000/-.

### 8.3.1 Exclusions

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

- 8.3.1.1 **Own fermentation, natural heating or spontaneous combustion**  
Loss or damage to property occasioned by its own fermentation, natural heating or spontaneous combustion or by its undergoing any heating or drying process.
- 8.3.1.2 **Order of public authority**  
loss or damage to property occasioned by or through in consequence of the burning of property by order of any public authority
- 8.3.1.3 **subterranean fire**  
loss or damage to property occasioned by or through in consequence of subterranean fire
- 8.3.1.4 **Volcanic eruption**  
loss or damage to property occasioned by or through in consequence of volcanic eruption or other convulsions of nature
- 8.3.1.5 **Specific goods**  
Loss or damage to property such as:
- Goods held in trust or on commission
  - Bullion or unset precious stones
  - Any curios or work of art
  - Manuscripts, Plans drawings or designs , patterns, models or moulds
  - Securities , Obligation or documents of any kind , stamps , coins or paper money , cheques , books of accounts or other business books
  - Explosives

**Please preserve the policy for all future reference.**

**Note: For legal interpretation English version shall hold good**