

TERMS & CONDITIONS OF TRAVEL INSURANCE FOR PASSENGERS TRAVELLING ON IRCTC TRAINS

A. Disclaimer

1. Insurance policies are contractual obligations between the Insurance company/ies & the passenger. In case, passenger opting for insurance, the claim/liability shall be between passenger and the Insurance Company.
2. The Insurance Company is responsible for policy issuance and claims settlement.
3. All the correspondence by policy holder should be made directly with the Insurance Company on their toll free no., official E Mail IDs or offices as mentioned in policy document. No correspondence to be made with IRCTC in this regard
4. IRCTC only provides linkage to transact with Insurance Company through its website to take insurance cover and as such assume no responsibility or liability in respect of said policy, under any circumstances.
5. All information provided on the website is provided "As is "and with no warranties.

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.

B. Terms & Conditions:-

1. The scheme is applicable only for Indian Citizens who book their e-ticket through NGeT Website Application only. Citizen of foreign countries are not eligible for this scheme.
2. Free travel insurance will be applicable for all confirmed passengers who book their tickets on IRCTC Trains.
3. Customer shall receive the policy information through SMS and on their registered email IDs directly from Insurance Companies along with the link for filling nomination details. However, Policy number can be viewed from Ticket booked history at IRCTC Page.
4. After the booking of ticket, the nomination details to be filled at respective Insurance Company site. If nomination details is not filled then the settlement shall be made with legal heirs, if the claim arises.
5. The coverage for the policy shall be for each passenger under the PNR in case of Death, Permanent Total Disability, Permanent Partial Disability, and Hospitalization Expenses for Injury and Transportation of mortal remains following Rail Accident or untoward incident.
6. Travel insurance will not be applicable for the children below 5 years of age.

7. In case of passenger opting for insurance, the claim/liability shall be between insured and the Insurance Company.
8. In case of short termination of trains due to any reason, if the passenger opts for the alternate mode of transportation arranged by railway up to the destination station, then this part of the journey of the passenger shall also be covered under the policy taken by the passenger.
9. In case of diversion of train due to any reason, the coverage shall be for the diverted route.
10. In case of vikalp train, the policy obtained by the passenger for covering this journey in the original train shall be valid in the vikalp train also.
11. The coverage for Hospitalization Expenses for Injury is over and above the death/permanent total disability/partial disability
12. 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
Rs. 10,00,000	Rs.10,00,000	Rs. 7,50,000	Rs.2,00,000	Rs. 10,000

C. POLICY DETAILS

Train Accident is 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.

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 accidental falling of any passenger from a train carrying passengers.

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.

Insured shall mean the passengers travelling by Indian Railway of all class who book the e-ticket through IRCTC site. However, the child upto 5 years of age is not covered.

Company/we/us shall means any of the 3 Insurance Companies namely Bharti Axa General Insurance Co. Ltd., Bajaj Allianz General insurance Co. Ltd. and Shriram General Insurance Co. Ltd.

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 means any institution established for inpatient Care and Day Care treatment for illness and/or injuries and which has been registered as a Hospital with the local authorities.

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.

Medical expenses

Medical Expenses means those expenses that an Insured 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 had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

Hospitalization Expenses for Injury

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

Trip

Trip means the actual departure of train from the originating station to actual arrival of train at the destination station as mentioned in booked ticket through which insurance cover has been opted including 'process of entraining' and 'process of detraining' the train for which the Insured 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

The Insured and the Insurance Company agree that

1. The proposal shall be incorporated in and be the basis of the contract
2. The passenger will pay the Premium at the time of booking of ticket
3. The Insurance Company will provide the Insurance subject to the terms, Warranties, Conditions & Exceptions of this Policy
4. The following shall be conditions precedent to any liability of the Insurance Company
 - (a) Observance of the terms of this Policy relating to anything to be done or complied with by the Insured
 - (b) The truth of the statements made in the proposal

TABLE OF BENEFITS

Benefit 1 - In case of Death

Death If during the Trip, the Insured sustains accidental bodily injury which directly and independently of all other causes results in death within 12 months from the date of accident or untoward incident.	100% of the Sum Insured stated in the Schedule applicable to such Insured is payable
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Benefit 2 – In case of Permanent total disability of nature specified below

Permanent total disability If during the Trip, the Insured 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 or untoward incident. For the purpose of this Insurance, Permanent total disability shall mean either of the following and compensation will be paid as per table below	100% of the Sum Insured stated in the Schedule applicable to such Insured is payable
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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%

Benefit 3 –In case of Permanent partial disability of nature specified below

Permanent partial disability If during the Trip, the Insured 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 or untoward incident. For the purpose of this Insurance, Permanent partial disability shall mean either of the following and compensation will be paid as per table below :	75% of the Sum Insured stated in the Schedule, applicable to such Insured is payable
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The Disablement	Compensation expressed as a percentage of Total 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 nonunion 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.

Benefit-4 Hospitalization Expenses for Injury

The Insurance Company shall indemnify the Insured for the expenses, upto Rs.2 lakh, incurred by the Insured for Hospitalization and medical treatment, taken on account of any Injury sustained by the Insured whilst on a Trip during the Period of Insurance.

The Medical Expenses incurred for Hospitalization Treatment:

- a. Room rent, boarding expenses,(Room Rent to be capped at 2% of the sum insured and ICU/CCU to be capped at 4% of the sum insured)
- b. Nursing,
- c. 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. No OPD charges to be covered. However, procedures followed under day care shall also be covered.
- j. A Hospital means any institution established for inpatient Care and Day Care treatment for illness and/or injuries and which has been registered as a Hospital with the local authorities
- 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

Benefit -5 Transportation of mortal remains:

If the Insured 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.10,000/- as the cost of either transporting his mortal remains to his usual place of residence or to a cremation or burial ground. No documentary evidence is required to be produced.

Insurance Company's maximum liability

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

EXCEPTIONS

The Insurance 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
- (2) any other payment in respect of the Insured 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 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
 - (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 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 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
 - (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 organization(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 or untoward incident 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; 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; 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 or untoward incident suffered by the Insured except any caused by Accident or untoward incident 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 or untoward incident.
- (16) Dental treatment or surgery of any kind, unless to sound natural teeth and necessitated by an Accident or untoward incident.
- (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 or untoward incident.
- (18) Any costs relating to physiotherapy unless undertaken while the Insured 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's pregnancy, childbirth or the consequences of either.
- (22) Any congenital internal or external diseases, defects or anomalies.

Claims Procedure & Documentation

- (i) The Insured or his nominee or legal heir shall deliver to the nearest office of the Insurance 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 or his nominee or legal heir shall tender to the Insurance Company all reasonable information, assistance and proofs in connection with any claim hereunder.

- (ii) Proof in accordance with the policy details shall be furnished to the Insurance Company in connection with all matters upon which a claim is based.

Documentation required:

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

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

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 Settlement / Rejection

1. Benefits payable under this policy will be paid within 15 days of the receipt of last necessary document.
2. The Insurance Company shall be released from any obligation to pay insurance benefits if any of the obligations are breached
3. All claims under this Policy shall be payable in Indian Currency.
4. The Insurance Company shall be liable to pay any interest at 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed, for sums paid or payable under this Policy, upon acceptance of an offer of settlement by the insured but there is delay in payment beyond 7 days the date of acceptance.
5. No Claim is admissible beyond 365 days from date of expiry of the policy in respect of hospitalization commencing within the Period of Insurance.
6. No liability under the Policy will be admitted, if the claim is fraudulent or supported by fraudulent means.
7. At the time of claim settlement, Insurance Company may insist on KYC documents of the insuree/nominee/legal heir as per the relevant AML guidelines in force

GENERAL CONDITIONS

1. Notice

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

2. 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.

3. Arbitration

In the event any dispute arises between the Parties out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavor to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 days, gives a notice to this effect, to the other party in writing. In case of any dispute, controversy or claim arising out of or relating to this Agreement, the Services or any matter or issue arising there from ('Dispute') shall be resolved in accordance with Arbitration and

conciliation Act 1996. Such dispute, controversy, or claim shall be referred to the Sole Arbitrator to be mutually appointed by the parties as per the provisions of "The Arbitration and Conciliation Act-1996". In case, the parties fail to appoint Sole Arbitrator within 30 days, the event shall be referred to a three member Arbitral tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of the third arbitrator. Arbitration proceedings shall be deemed to commence only on the first date of meeting of all the three arbitrators. The award of the arbitrator shall be final and binding on the parties to this contract. The venue of the Arbitration shall be New Delhi. The fees and expenses of the Arbitration Tribunal all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion and shall be governed by Circular No.

2011/IRCTC/Co/Legal/App. Arbitrator dated 05.09.2012. The Parties submit to the exclusive jurisdiction of the Courts of Delhi. This Agreement shall be interpreted in accordance with Indian law.

4. Grievances:

In case the Insured is aggrieved in any way, the Insured may contact the Insurance Company at the specified address, during normal business hours for the following grievances:

- a. Any partial or total repudiation of claims by the Insurance Company.
- b. Any dispute regard to premium paid or payable in terms of the policy.
- c. Any dispute on the legal construction of the policies in so far as such disputes relate to claims.
- d. Delay in settlement of claims.
- e. Non-issue of any insurance document to customer after receipt of the premium.
- f. Any other grievance.

The Insured may approach the Insurance Ombudsman, within whose jurisdiction the branch or office of the Insurance Company (ies) is located

5. Jurisdiction:

The Policy is subject to the laws of India and the jurisdiction of its Courts in New Delhi only.