

## THOMAS COOK INDIA

### POLICY WORDINGS

**Coverage Details: (Please refer to Part I of the schedule for the coverage applicable as per your plan along with the sum insured and deductibles)**

Sr.	Benefits
1	Hospitalization Expenses for Injury
	Outpatient Treatment Expenses for Injury
	Daily Allowance in case of Hospitalization arising out of Injury
2	Emergency Hospitalization Expenses for Illness
	Extension I - Outpatient Treatment Expenses for Illness
	Extension II - Daily Allowance in case of Hospitalization arising out of Illness
3	Repatriation of Remains
4	Medical Evacuation
5	Dental Treatment
6	Total Loss of Checked-in Baggage
7	Delay of Checked-in Baggage
8	Personal Accident
9	Personal Liability
10	Hijack Distress Allowance
11	Financial Emergency Assistance
12	Trip Cancellation & Interruption
13	Trip Delay
14	Missed Flight Connection
15	Burglary - Home Contents
16	Loss of Passport
17	Compassionate Visit
18	Emergency Hotel Extension

Please note: Any claim due to or arising out of **Pre-existing medical condition /ailment** whether declared or undeclared is **not** covered under the policy.

**IMPORTANT NOTE:**

The insured shall ensure that the Insured has received, read and understood the terms and conditions as contained in Part II and III of the Policy. If the Insured has not received Part II and Part III of the Policy, Please email at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)

The Multi Trip (Annual Cover) insurance is valid in respect of Trips undertaken during the 12 months of Period of Insurance as specified in Part I of the Schedule, subject to the duration of any one Trip not exceeding the 'Maximum Trip duration', as specified therein.

In cases of any product related query, please call us at **1800 2666** (Toll Free and accessible in India only).

Please refer to Part II and III of the policy schedule for detailed terms and conditions of the covers described above. In the event of an accident or sudden illness or any other claim caused by a contingency covered under the insurance policy, immediately contact the Help Line number stating the necessary details.

Note: Kindly acknowledge receipt of this policy. In case you find any variations in the details provided by you or any discrepancy in the policy, Kindly contact us immediately.

ICICI Lombard General Insurance Company Limited  
ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple,  
Prabhadevi,  
Mumbai 400025.

Contact the ICICI Lombard 24hr help line number for assistance and registering the claim

<b>Medical &amp; Travel Assistance</b>	
USA & Canada Toll Free Number	+1 844 871 1200
Rest Of The World (Call Back Facility)	+91 124 4498778
National Toll Free Number	1800 102 5721
Fax Number	+91 124 4006674
Email Address	<a href="mailto:icicilombard@falck.com">icicilombard@falck.com</a>

## PART II OF THE SCHEDULE

### DEFINITIONS

For the purposes of this Policy and endorsements, if any, the terms mentioned below shall have the meaning set forth:

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

**"Alternative treatments"** are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context

**"Any One Illness"** shall mean continuous Period of illness and it includes relapse within 45 days from the date of last consultation with the Hospital/Nursing Home where treatment may have been taken

**"Baggage and Personal Effects"** means luggage and personal possessions, whether belonging to and/or in the lawful custody of the Insured during the Trip.

**"Burglary"** means any theft following upon actual, forcible and violent entry of and / or exit from the premises or rented vehicle with intent to commit a felony and includes housebreaking.

**"Cashless Facility"** means a facility extended by the insurer to the insured where the payment, of the cost of treatment undergone by the insured in accordance with the policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization approved.

**"Checked-In Baggage"** means the baggage entrusted by the Insured and accepted by a Common Carrier for transportation for which a baggage receipt is issued to the Insured by the Common Carrier. This shall exclude all the items that are carried/ transported under a contract of affreightment.

**"City of Residence of the Insured"** shall mean and include any city, town or village in which the Place of Residence of the Insured is currently located.

**“Chronic Illness”** means any illness that is long-lasting and / or permanent illness. Long-lasting in relation to the above shall mean any illness lasting for more than 3 months.

**“Company”** means the ICICI Lombard General Insurance Company Limited.

**“Common Carrier”** means any commercial public airline, railway, bus transport, or water borne vessel (which shall include ocean going and / or coastal vessels and / or vessels engaged for official or personal purposes), operating under license issued by the appropriate authority for transportation of passengers and / or cargo.

**“Condition Precedent”** shall mean a policy term or condition upon which the Insurer's Liability under the policy is conditional upon.

**“Contents”** (i) in so far as it relates to the household, shall mean and include electronic equipments, household appliances, furniture, kitchen utensils, fixtures, fittings and interior decorations, belonging to the Insured and/or his family, ordinarily residing with him, or for which the Insured is legally responsible and which are solely used for personal purposes. The term shall exclude cash and/or currency and/or cheques, documents/ papers and all other items not coming within the purview of the categories of items more specifically listed herein.

(ii) in so far as it relates to Checked-In Baggage, shall mean and include any and all items other than Valuables contained in the Checked in Baggage.

**“Deductible”** is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

**“Emergency”** shall mean a medical condition arising out of any illness contracted by the Insured declared by the Medical Practitioner attending on the Insured where immediate treatment is required to save the life of the Insured.

**“Family”** shall mean and include the Insured Person's spouse, children (including adopted and step children), brother(s), sister(s) and parent(s).

In relation to the Trip Cancellation and Interruption Cover, “Family” would mean and include the Insured's lawful spouse and children, including step children and children legally adopted by the Insured and parents of the Insured.

**“Financial emergency”** shall mean a situation faced by the Insured of total or near total non-availability with him / her of Money needed for his / her prosecuting his / her next schedule of activities and more particularly prosecuting his / her further Trip, solely caused by an accidental loss of Money and / or travelers cheques and / or credit cards. The term shall not include cases where immediate financial support would be available to him / her from any alternative source on request. The term shall not also mean any emergency situation encountered by the Insured by causes other than total or near total loss of Money and/or loss of all travelers’ cheques and/or credit cards issued in favour of the Insured. The term shall exclude all situations where a Financial Emergency is not felt as an immediate and instantaneous development and/or consequence at the place of loss of Money and / or traveler’s cheques and / or credit card.

**“Geographical Scope of Cover”** shall mean the country (ies) or geographical boundaries in which the coverage under the Policy is valid.

**“Hijack”** means any unlawful seizure or exercise of control, by force or violence or threat of force or violence and with wrongful intent, of Common Carrier in which the Insured is travelling.

**“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 and complies with all minimum criteria as under:

--has qualified nursing staff under its employment round the clock;

--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** admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.

**“Illness”** mean a sickness or a disease or pathological condition leading to the

impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

**a. Acute condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.

**b. Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

**“Immediate Family Member”** shall mean an Insured's lawful spouse; children including stepchildren and children legally adopted by the Insured; siblings; parents; parents-in-law; legal guardian; ward; step-parents.

**“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. .

**“Inpatient care”** means treatment for which the insured person has to stay in a *hospital* for more than 24 hours for a covered event.

**“Inpatient Treatment”** means any medical treatment rendered to the Insured at a Hospital in connection with any Injury or Illness resulting in Hospitalization.

**“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.

**“Insured (s)”/ “Insured Person (s)”** shall mean the person(s) whose name(s) are specifically appearing under Point 2 in Part I of the Schedule to this Policy.

**“Maternity expenses”** shall include—(a). medical treatment expenses traceable to childbirth ( including complicated deliveries and caesarean sections incurred during hospitalization).(b). expenses towards lawful medical termination of pregnancy during the policy period.

**“Medical Advice”** Any consultation or advice from a Medical Practitioner including the issue o f any prescription or repeat prescription.

**“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.

**“Medically necessary”** treatment is defined as any treatment, tests, medication, or stay in *hospital* or part of a stay in *hospital* which

- is required for the medical management of the illness or injury suffered by the insured;
- must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- must have been prescribed by a *medical practitioner*,
- must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**“Medical Practitioner”** means a person who holds a degree of a recognised institute and is registered or licensed by recognised Medical Council of India or of the respective States of India, or of similar Medical Council of the Country at the place of Accident (as applicable as per the Geographical Scope of Cover) and acting within the scope of the license or registration granted to him/her. The term Medical Practitioner would include physician, specialist, anaesthetist and surgeon but would exclude the Insured Person and person who is an Immediate Family Member of the Insured Person. The term “Medical Practitioner” specifically excludes persons practicing in non-allopathic fields.

**“Missed Flight”** shall mean the failure of the Insured to travel by a flight being part of the Trip as per Part I of the Schedule.

**“Money”** shall mean and include coins, currency notes, traveler’s cheques and credit cards / debit cards, and shall not include any form of cheques, banker’s cheques, bank pay orders or demand drafts.

**“Network Provider”** means hospitals or health care providers enlisted by an insurer or by a TPA and insurer together to provide medical services to an insured on payment by a cashless facility.

Nominee – means the person(s) nominated by the Insured Person to receive the benefits under this Policy payable on the death of the Insured Person caused by an Accident. For the purpose of avoidance of doubt it is clarified that if the Insured Person is a minor, his legal guardian shall appoint the Nominee.

**“Non- Network”** Any *hospital*, day care centre or other provider that is not part of the *network*.

**“Notification of claim”** is the process of notifying a claim to the insurer or TPA by specifying the timelines as well as the address / telephone number to which it should be notified.

**“Outpatient Treatment or OPD”** means the medical treatment taken by the Insured Person in a Hospital on the written advice of a Medical Practitioner without Hospitalization, including the medical treatment availed of in an emergency room of a Hospital.

**“Period of Insurance”** with reference to the Multi Trip Policy shall mean the period from commencement of insurance cover to the end of the insurance cover or full utilization of the maximum number of travel days covered under the Policy as mentioned in Part I of the Schedule to the Policy, whichever is earlier. “Period of Insurance” with reference to the Single Trip policy shall mean the period from commencement of insurance cover to the end of the insurance cover or actual Trip Duration, whichever is less.

**“Place of Destination”** means the destination place where the journey of the Insured, forming part of the Trip, is scheduled to be concluded through a Common Carrier.

**“Place of Origin”** means the starting point / place from where the Insured’s Trip is scheduled to be undertaken through a Common Carrier.

**“Place of Residence of the Insured”** means the dwellings the Insured is normally residing in currently, and declared as the residential address of the Insured in Part I of the Schedule.

**“Pre-Existing Illness”** shall mean and include any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer..

Complications arising from such pre-existing disease will be considered part of that Pre-Existing Illness.

**“Policy”** means the policy booklet along with the schedule, extensions and any applicable endorsement. The Policy contains details of the extent of cover available to the Insured Person, the exclusions from the cover and the terms and conditions of the Policy.



**Policyholder** – means the person(s) or the entity named in Part I of the Schedule to this Policy who executed the Policy Schedule and is (are) responsible for payment of premium(s) on behalf of the Insured Person or otherwise.

**“Qualified nurse”** is a person who holds a valid registration from the with the local authorities.

**“Renewal”** defines the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of all waiting periods.

**“Room Rent”** means the amount charged by a hospital for the occupancy of a bed on per day (24 hours) basis and shall include associated medical expenses.

**“Subrogation”** shall mean the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.

**“Surgery or Surgical Procedure”** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a hospital or day care centre by a *medical practitioner*

**“Sum Insured”** means the maximum amount of coverage in respect of the claims during the Period of Insurance in connection with each of the items of coverage, as specified in Part I of the Schedule to this Policy.

**“Third Party Administrator”** means such person or persons as may be appointed by the Company from time to time to provide assistance to the Insured in terms of this Policy.

**“Travelling Companion”** means the means the Insured Person(s) traveling as named in Part I of the Schedule traveling with the Insured during the Trip, provided that, the Insured and such individual(s) are traveling to the same destination on the same dates. For the purpose of this definition, any individual(s) forming part of a group traveling on a tour arranged by a travel agent or a tour leader is not considered as Traveling Companion, unless the individual(s) is an Immediate Family as defined herein.

**“Trip”** shall mean the journey(s) undertaken by the Insured from the City of Residence or the Place of Origin and return back to the City of Residence or the Place of Origin or the Place of Destination during the Period of Insurance. Single Trip shall mean and include a Trip undertaken by the Insured from the City of Residence or the Place of Origin on or after the date of commencement of the insurance cover and return to the City of Residence or the Place of Origin or the Place of Destination, as the case may be, on or before the expiry of the insurance cover. Multi Trip shall mean and include one or more Single Trips during the Period of Insurance.

The **Trip** shall be deemed to be completed on the Date of Expiry of Insurance as specified in Part I of the Schedule, provided further that for a Multi Trip Policy, the Multi Trip shall be deemed to be completed on the completion of the last Single Trip undertaken as part of the Multi Trip or expiry of cover whichever is earlier.

**“Trip Duration”** means the time period commencing from the date when the Insured travels out of the City of Residence or Place of Origin and ending on the date of return to the City of Residence and/or Place of Origin and includes both days.

**“Unproven/Experimental treatment”** is treatment, including drug Experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven. These treatments are excluded under the policy.

**“Valuables”** shall mean and include photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewelry and gems, furs and articles made of precious stones and metals.

## SCOPE OF COVER

The Company hereby agrees, subject to the terms, exclusions and conditions herein contained or otherwise expressed herein, to pay to the Insured a sum as compensation for any loss or damage as described under different Sections hereunder but not exceeding the Sum Insured as applicable to the respective Sections as specified in Part I of the Schedule to the Policy.

The Deductible as indicated against each Section in the Part I of the Schedule shall be borne by the Insured in respect of each claim or series of claims arising out of one event.

## **BENEFIT 1- HOSPITALIZATION EXPENSES FOR INJURY**

The Company shall indemnify the Insured for the expenses reasonably 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, subject to the overall liability of the Company not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

Provided that the treatment for such Injury shall commence anytime during the Period of Insurance immediately after diagnosis of such Injury, and in no case beyond the expiry of 30 days from the date of return to the City of Residence or Place of Origin.

The Company shall reimburse the following Hospitalization expenses for:

1. Accommodation, board and nursing expenses;
2. Test and / or examination charges;
3. Physician's fees;
4. Cost of medicines provided by the Hospital / purchased from a registered pharmacy other than the Hospital.
5. External medical appliances as prescribed by a registered Medical Practitioner as necessary and essential as part of the treatment on actuals.
6. Rehabilitation and/or physiotherapy expenses;
7. Should the Insured decide to avail the treatment for said Injury in the City of Residence or Place of Origin , the Company shall compensate the Insured for the expenses incurred under various items of expenses mentioned herein above, and also for the cost of return journey incurred by the Insured for self as also for an accompanying attendant from the place of Injury to the City of Residence or Place of Origin by the Common Carrier through which the Trip was initially undertaken, subject however to the overall liability of the Company not exceeding the amount had the treatment been taken at the place where the Injury was suffered in the opinion of the Third Party Administrator or the Sum Insured, whichever is less.

However the Company shall not be liable for the first US\$ 100 -a deductible amount as mentioned against this benefit in Part I of the Schedule to this Policy, in respect of each and every claim admissible under this benefit.

### **EXTENSION I – OUTPATIENT TREATMENT EXPENSES FOR INJURY**

The Company shall indemnify the Insured for the Outpatient Treatment expenses reasonably incurred by the Insured, under Benefit 1, on account of any Injury sustained whilst on a Trip during the Period of Insurance, but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

However, the Deductible amount mentioned under Benefit 1 as mentioned in Part I of the Schedule to this Policy shall be applicable.

**EXCLUSIONS APPLICABLE TO BENEFIT 1 AND EXTENSIONS THEREIN -:**

The Company shall not be liable to make any payment towards expenses incurred by the Insured in connection with or in respect of:

1. Treatment for any dental Illness / Injury.
2. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
3. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
4. Mental or psychiatric disorders.
5. Pregnancy, childbirth and any consequences thereto.
6. Protheses/ prosthetics (artificial limbs) etc.
7. Test and / or examination of any kind not consistent with or incidental to the diagnosis and treatment of any Illness or Injury either in a Hospital or for Outpatient Treatment .
8. Self-inflicted Illness or Injury.
9. Any Injury and/or Illness sustained or contracted
  - a. Whilst the Insured is under the influence of intoxicating liquor / drugs;
  - b. Whilst the Insured is engaging in aviation / ballooning / while mounting into or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - c. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - d. Directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**CLAIMS PROCEDURE**

In the event of the Insured sustaining any Injury necessitating a treatment rendered as Emergency, he / she shall provide the particulars of insurance cover as also the details of the Third Party Administrator to the Hospital and / or the Medical Practitioner while simultaneously reporting the contingency / claim to the Third Party Administrator as provided in the Claims Procedure – General.

Documents to be submitted in support of the claim:

1. Medical reports and discharge summary issued by the Hospital or prescriptions and medical report from the Medical Practitioner furnishing the name of the Insured, period of treatment and details of treatment rendered.
2. Bills / receipts for:
  - a. Charges paid towards Hospital accommodation, nursing facilities and other medical services rendered;
  - b. Fees paid to the medical practitioner, special nursing charges, etc.
  - c. Charges incurred towards any and all test and / or examinations rendered in connection with the treatment.
  - d. Charges incurred towards medicines or drugs purchased from a registered pharmacy other than the Hospital duly supported by the prescriptions of the Medical Practitioner attending to the Insured.

In respect of all claims payable hereunder, the Company may affect settlement either in the form of cashless treatment facility or by reimbursement of the amount of claim to the Insured, at its sole discretion.

## **EXTENSION II –DAILY ALLOWANCE IN CASE OF HOSPITALIZATION ARISING OUT OF INJURY**

In the event of Hospitalization of the Insured due to an Injury sustained within the Period of Insurance whilst on a Trip, the Company shall pay to the Insured a daily compensation as specified in Part I of the Schedule, subject to the maximum liability of the Company in respect of all claims coming under Benefit I - Hospitalization Expenses for Injury during the Period of Insurance together with the amount payable hereunder, if any, not exceeding the Sum Insured specified in Part I of the Schedule to this Policy. The Hospitalization should be for a period of more than 24 consecutive hours or such time as specified in Part I of the Schedule to this Policy.

## **BENEFIT 2- EMERGENCY HOSPITALIZATION EXPENSES FOR ILLNESS**

The Company shall indemnify the Insured for expenses reasonably incurred for Hospitalization and medical treatment taken on account of any Illness contracted whilst on a Trip during the Period of Insurance, subject to the overall liability of the Company not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

Provided that the treatment for such Illness shall commence anytime during the Period of Insurance immediately after diagnosis of such Illness, and in no case beyond the expiry of 30 days from the date of return to the City of Residence or Place of Origin.

The Company shall reimburse the following inpatient medical expenses for:

- a. Accommodation, board and nursing expenses;
- b. Test and / or examination charges;
- c. Physician's fees;
- d. Cost of medicines provided by the Hospital / purchased from a registered pharmacy other than the Hospital.
- e. External medical appliances as prescribed by a registered Medical Practitioner as necessary and essential as part of the treatment on actuals.
- f. Rehabilitation and/or physiotherapy expenses.

However the Company shall not be liable for the first US\$ 100, a deductible amount as mentioned against this benefit in Part I of the Schedule to this Policy, in respect of each and every claim admissible under this benefit.

Should the Insured decide to avail the treatment for said Injury in the City of Residence or Place of Origin, the Company shall compensate the Insured for the expenses incurred under various items of expenses mentioned herein above, and also for the cost of return journey incurred by the Insured for self as also for an accompanying attendant from the place of Illness to the City of Residence or Place of Origin by the Common Carrier through which the Trip was initially undertaken, subject however to the overall liability of the Company not exceeding the amount had the treatment been taken at the place where the Injury was suffered in the opinion of the Third Party Administrator or the Sum Insured, whichever is less.

#### **EXTENSION I – OUTPATIENT TREATMENT EXPENSES FOR ILLNESS**

The Company shall indemnify the Insured for the Outpatient Treatment expenses reasonably incurred by the Insured, under Benefit 1, on account of any Illness contracted whilst on a Trip during the Period of Insurance, but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

Provided further that the Company's liability per Illness shall not exceed 30% of the maximum liability stated in the Part I of the Schedule with respect to an Outpatient Treatment and further provided that the Deductible amount mentioned under Benefit 2 as mentioned in Part I of the Schedule to this Policy shall be applicable.

#### **EXTENSION II – DAILY ALLOWANCE IN CASE OF HOSPITALIZATION ARISING OUT OF ILLNESS**

In the event of Hospitalization of the Insured due to an Illness contracted within the Period of Insurance whilst on a Trip, the Company shall pay to the Insured a daily compensation as specified in Part I of the Schedule, subject to the maximum liability of the Company in respect of all claims coming under Benefit 2 – Emergency Hospitalization Expenses for Illness during the Period of Insurance together with the amount payable hereunder, if any, not exceeding the Sum Insured specified in Part I of the Schedule to this Policy. The Hospitalization should be for a period of more than 24 consecutive hours or such time as mentioned in specified in Part I of the Schedule to this policy to avail of this Benefit

**EXCLUSIONS APPLICABLE TO BENEFIT 2 AND EXTENSIONS THEREIN -:**

The Company shall not be liable to make any payment towards expenses incurred by the Insured in connection with or in respect of:

1. Any treatment of a Pre-Existing Illness
2. Treatment of orthopedic, degenerative, or oncological diseases
3. Treatment for any dental Illness / Injury.
4. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
5. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
6. Mental or psychiatric disorders.
7. Pregnancy, childbirth and any consequences
8. Prostheses/ prosthetics (artificial limbs) etc.
9. Test and / or examination of any kind not consistent with or incidental to the diagnosis and treatment of any Illness or Injury either in a Hospital or as an outpatient.
10. Self-inflicted Illness or Injury.
11. Any Injury and/or Illness sustained or contracted
  - a. Whilst the Insured is under the influence of intoxicating liquor / drugs;
  - b. Whilst the Insured is engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - c. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - d. Directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**CLAIMS PROCEDURE:**

In the event of the Insured contracting any Illness necessitating a treatment rendered as Emergency, he / she shall provide the particulars of insurance cover as also the details of the Third Party Administrator to the Hospital and / or the Medical Practitioner while simultaneously reporting the contingency / claim to the Third Party Administrator as provided in the Claims Procedure – General.

Documents to be submitted in support of the claim:

1. Medical reports and discharge summary issued by the Hospital or prescriptions and medical report from the Medical Practitioner furnishing the name of the Insured, period of treatment and details of treatment rendered.
2. Bills / receipts for:
  - i. Charges paid towards Hospital accommodation, nursing facilities and other medical services rendered;
  - ii. Fees paid to the Medical Practitioner, special nursing charges, etc.
  - iii. Charges incurred towards any and all test and / or examinations rendered in connection with the treatment.
  - iv. Charges incurred towards medicines or drugs purchased from a registered pharmacy other than the Hospital duly supported by the prescriptions of the Medical Practitioner attending to the Insured.

In respect of all claims payable hereunder, the Company may effect settlement either in the form of cashless treatment facility or by reimbursement of the amount of claim to the Insured, at its sole discretion.

### **BENEFIT 3 - REPATRIATION OF REMAINS**

In the unfortunate event of the death of the Insured whilst on a Trip during the Period of Insurance, the Company shall, reimburse the Nominee the costs of transporting the remains of the deceased Insured back to the City of Residence or Place of Origin or, up to an equivalent amount, for a local burial or cremation in the place where the death shall occur, provided that the Company's liability does not exceed the liability mentioned in Part I of the Schedule

### **EXCLUSIONS APPLICABLE TO BENEFIT 3- REPATRIATION OF REMAINS**

The Company shall not be liable for:

1. Payment of compensation in respect of death:
  - a. arising from intentional self Injury / suicide / attempted suicide;
  - b. whilst the Insured is under the influence of intoxicating liquor / drugs;
  - c. whilst engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - d. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - e. directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### **CLAIMS PROCEDURE:**



In event of a contingency resulting in the death of the Insured, his / her representatives shall immediately report the same to the Third Party Administrator and submit the claims form furnishing the complete details of the death of the Insured to the Third Party Administrator.

Documents to be submitted in support of the claim:

1. Photocopy of the death certificate providing the details of the place, date and time, and the circumstances and cause of the death (photocopy of the postmortem certificate wherever required by the Third Party Administrator), issued by the appropriate authority where the contingency has arisen.
2. Proof for expenses incurred towards disposal of the mortal remains.
3. In case of transportation of the body of the deceased to the City of Residence or Place of Origin, the receipt for expenses incurred towards preparation and packing of the mortal remains of the deceased and also for the transportation of the mortal remains of the deceased to the City of Residence or Place of Origin.

#### **BENEFIT 4 – MEDICAL EVACUATION**

The Company shall indemnify the Insured for the cost incurred for an ambulance or any other Emergency transportation and evacuation services, including necessary medical care en-route, reasonably incurred forming part of the treatment for any Illness contracted or Injury sustained whilst on Trip during the Period of Insurance. These transportation expenses would be limited to transporting the Insured from the place of loss to the nearest appropriate medical facility or to the Place of Origin or to the City of Residence of the Insured, whichever is nearer. Provided that the Company's liability does not exceed the liability mentioned in Part I of the Schedule hereto.

Provided that such cost are certified and authorized by the Third Party Administrator of the Company and/or the Company.

However the Company shall not be liable for the first US\$ 100 a deductible amount as mentioned against this benefit in Part I of the Schedule to this Policy, in respect of each and every claim admissible under this benefit.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 4 – MEDICAL EVACUATION:**

The Company shall not be liable to make any payment towards expenses incurred by the Insured in connection with or in respect of:

1. Expenses related to a Pre-Existing Illness,
2. Expenses related to orthopedic, degenerative, or oncological diseases
3. Expenses related to any dental Illness / Injury.
4. Expenses related to beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
5. Expenses related to mental or psychiatric disorders.
6. Expenses related to pregnancy, childbirth and any consequences
7. Expenses related to self-inflicted Illness or Injury.
8. Any Injury and/or Illness sustained or contracted
  - a. Whilst the Insured is under the influence of intoxicating liquor / drugs;
  - b. Whilst the Insured is engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - c. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - d. Directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **CLAIMS PROCEDURE:**

In event of circumstances leading to Medical Evacuation of the Insured Person, his / her representatives shall immediately report the same to the Third Party Administrator/ Company and submit the claims form furnishing the complete details along with the supporting documentation.

Documents to be submitted in support of the claim:

1. Medical reports and transportation details issued by the evacuation agency, prescriptions and medical report by the attending Medical Practitioner furnishing the name of the Insured and details of treatment rendered along with the statement confirm the necessity of evacuation.
2. Proof for expenses incurred towards the above.
3. Any other document as required by the Company/ TPA on a case to case basis.

#### **BENEFIT 5 - DENTAL TREATMENT**

The Company shall compensate the Insured for the reasonable medical expenses incurred in connection with any Injury or Illness to his/her natural tooth or teeth during

the Trip but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

However the Company shall not be liable for the first US\$ 100 a deductible amount as mentioned against this benefit in Part I of the Schedule to this Policy, in respect of each and every claim admissible under this benefit.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 5 - DENTAL TREATMENT:**

The Company shall not be liable to make any payment towards expenses incurred by the Insured in connection with or in respect of:

1. Any treatment of a Pre-Existing Illness;
2. Treatment of orthopedic, degenerative or oncological diseases;
3. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner;
4. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 5– Dental Treatment

In event of the Insured contracting any Illness / sustaining any Injury necessitating a treatment in Hospital he / she shall render the particulars of insurance cover as also the details of the Third Party Administrator to the service provider (rendering the treatment) while simultaneously reporting the contingency / claim to the Third Party Administrator as provided in the Claims Procedure – General.

Documents to be submitted in support of the claim:

1. Medical reports and discharge summary issued by the Hospital furnishing the name of the Insured, period of treatment, details of treatment rendered.
2. Bills / receipts for:
  - i. Charges paid towards Hospital accommodation, nursing facilities and other medical services rendered;
  - ii. Fees paid to the Medical Practitioner, special nursing charges, etc.
  - iii. Charges incurred towards any and all test and / or examinations rendered in connection with the treatment.
  - iv. Charges incurred towards medicines / drugs supplied by the Hospital or purchased from a registered pharmacy other than the Hospital duly supported by the prescriptions of the Medical Practitioner attending to the Insured.

In respect of all claims payable hereunder, the Company may effect settlement either in the form of cashless treatment facility or by reimbursement of the amount of claim to the Insured, at its sole discretion.

### **BENEFIT 6- TOTAL LOSS OF CHECKED IN BAGGAGE**

The Company shall pay the Insured for the sum as mentioned against this Benefit 6 in Part I of the Schedule to the Policy for value of the Checked-In Baggage lost whilst in custody of the Common Carrier during the Trip covered hereunder. The coverage shall commence from the time the Checked-In Baggage is entrusted to the Common Carrier and a receipt obtained, and shall terminate on delivery by the Common Carrier against surrender of the receipt at the Place of Destination/ City of Residence, as the case may be provided that the cover shall in no case exist beyond the point of delivery by the Common Carrier at the arrival terminal / exit gate. The cover shall be available only if the entire Checked-In Baggage is permanently lost by the Common Carrier.

The liability of the Company in so far as it relates to a single Checked-In Baggage being part of more than one Checked-In Baggage attached to the ticket of the Insured, shall be restricted to 50% of the Sum Insured specified in the Part I of the Schedule of the Policy. The compensation will not exceed the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

The cover shall be applicable individually and independently in case of Trip involving multi destinations en-route.

### **EXCLUSIONS APPLICABLE TO BENEFIT 6 – TOTAL LOSS OF CHECKED-IN BAGGAGE:**

The Company shall not be liable for any loss in connection with the following:

1. Valuables
2. Any partial loss or partial damage of Contents of the Checked-In Baggage.
3. Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
4. Loss due to damage to the Checked-In Baggage.
5. Loss of the Checked-In Baggage sent in advance or souvenirs and articles mailed or shipped separately.

In event the lost Checked-In Baggage is subsequently delivered to the Insured, the Insured shall refund in full the sum paid by the Company hereunder, provided that, the Company shall separately consider the Insured's eligibility for recovery of claim under the Benefit 7 - Delay of Checked-In Baggage under the Policy.

**CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 6 – Loss of Checked-In Baggage:

In event the Insured not getting delivery of one or more Checked-In Baggage attached to the ticket for the travel being part of the Trip against surrender of the ticket, the Insured shall hold back the ticket and report to the Common Carrier of the non-delivery (or short delivery of one or more Checked-In Baggage while simultaneously reporting to the Third Party Administrator as provided in the Claims Procedure – General.

**Documents to be submitted in support of the claim**

- Statement of claim furnishing the details of items contained in the Checked-In Baggage.
- Property irregularity report issued by the Common Carrier.
- Voucher of the Common Carrier for the compensation paid for the non-delivery / short delivery of the Checked-In Baggage.
- Copies of correspondence exchanged, if any, with the Common Carrier in connection with the non-delivery / short delivery of the Checked-In Baggage.

In case of compensation from the Common Carrier having been received after payment of the claim by the Company hereunder, the Insured shall repay to the Company such amount in excess of his / her loss after taking into account the benefit amount received from the Company and that received from the Common Carrier.

In case the undelivered Checked-In Baggage is subsequently traced by the Common Carrier and offered for delivery to the Insured, the Insured shall take delivery of the Checked-In Baggage and refund the amount paid by the Company hereunder. In case of delivery of part of the Checked-In Baggage, the amount paid by the Company attributable to such Checked-In Baggage shall be refunded by the Insured to the Company.

**BENEFIT 7 - DELAY OF CHECKED IN BAGGAGE**

The Company shall pay the Insured for the sum as specified for the coverage in the Schedule I of the Policy as a fixed allowance in case the Insured shall encounter a delay in receipt of the Checked-In Baggage beyond the period as specified in the Part I of the Schedule from the scheduled / expected time of delivery by the Common Carrier.

Provided that such allowance for the Delay of Checked-in Baggage shall be paid only in event the delay is for more than 12 Hours or the number of hours stated against the benefit as Deductible in the Part I of the Schedule to the Policy.

For the purpose of this benefit, delay shall be considered to be the time lapsed from the actual time of arrival of the Common Carrier and the receipt of the Checked-In Baggage by the Insured.

The cover shall be applicable individually and independently in case of Trip involving multi destinations en-route, provided that, in event of more than one incident of delay of Checked-in Baggage during the Trip, the Company's overall liability shall be limited to loss suffered for two such incidents of delay of Checked-In Baggage.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 7 - DELAY OF CHECKED-IN BAGGAGE:**

No payment shall be made by the Company in connection with the following:

1. In case the period of delay does not exceed the time specified in Part I of the Policy.
2. Any delay for part of total Checked-In Baggage in relation to the ticket of the Insured for the Trip covered under this Policy.
3. Delay in delivery of the Checked-In Baggage arising out of and resulting from detention / confiscation by the Common Carrier / customs / government agencies / other agencies.
4. Delay attributable to damage to Checked-In Baggage warranting an examined delivery by the Common Carrier.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 7 – Delay of Checked-In Baggage

In event the entire Checked-In Baggage attached to the ticket of the Insured for the travel being part of the Trip covered hereunder, not being received as per schedule resulting in a delay of delivery, the Insured shall immediately report to the Common Carrier of the fact and also of the details of the Checked-In Baggage while simultaneously reporting to the Third Party Administrator as provided in the Claims Procedure – General.

#### **Documents to be submitted in support of the claim**

1. Property irregularity report stating the scheduled time of delivery and actual time of delivery of the Checked-In Baggage issued by the Common Carrier;
2. Voucher of the Common Carrier for the compensation paid for the delay in delivery of the Checked-In Baggage;
3. Copies of correspondence exchanged, if any, with the Common Carrier in connection with the delay in delivery of the Checked-In Baggage.
4. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

## **BENEFIT 8 - PERSONAL ACCIDENT**

The Company shall compensate the Insured as per table of benefits hereunder in case the Insured shall meet with death or incur total or partial permanent disability arising out of and consequent upon an Injury encountered at any time during the Period of Insurance.

The Company's maximum liability in respect of any one Accident or all Accidents resulting in death of or Injury to the Insured during the Period of Insurance shall not exceed the Sum Insured specified in the Part I of the Schedule of the policy.

## **EXCLUSIONS APPLICABLE TO BENEFIT 8 - PERSONAL ACCIDENT**

The Company shall not be liable for:

2. Compensation for death or Injury under more than one of the categories of Benefits as specified below in respect of any one Accident / series of Accidents arising out of one event.
3. Amounts related to medical expenses;
4. Payment of compensation in respect of death or disability:
  - a. arising from intentional self Injury / suicide / attempted suicide;
  - b. whilst the Insured is under the influence of intoxicating liquor / drugs;
  - c. whilst engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - d. directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - e. directly or indirectly caused by or contributed by:
    - i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **BASIS OF ASSESSMENT OF CLAIM**

The benefit payable to or on behalf of the Insured will be as per the following categories:

Categories of benefits

1. **Death:**

The Sum Insured as stated in Part I of the Schedule if the death of the Insured shall result within a period of twelve months from the date of the Injury, and if such Injury shall be the sole and direct cause of the death of the Insured.

## 2. Permanent Total Disablement (PTD):

If such Injury shall, within twelve months of its occurrence, be the sole and direct cause of the total and irrecoverable loss of:

Sight of both eyes, or actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or loss of sight of one eye and loss of one entire hand or one entire foot, then the Sum Insured stated in the Part I of the Schedule hereto shall be payable;

Loss of use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Sum Insured stated in Part I of the Schedule hereto shall be payable;

Note:

- (i) Physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.
- (ii) Loss of Use - means the total paralysis of one or more limb, or loss of hearing or loss of vision which is certified in writing by a Medical Practitioner to be permanent, complete and irreversible.
- (iii) If an Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured from engaging in and being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Sum Insured stated in Part I of the Schedule hereto shall be payable.

## 3. Permanent Partial Disablement (PPD):

If an Injury shall, within twelve calendar months of its occurrence, be the sole and direct cause of the total and/or partial irrecoverable loss of use or the actual loss by physical separation of the body parts as per the following table, then the percentage as specified hereunder of the Sum Insured as stated in Part I of the Schedule shall be payable:

Percentage of Capital	Sum Insured
Loss of Use/ Physical Separation:	
One entire hand	50
One entire foot	50
Loss of one eye/ vision of one eye	50
Loss of toes – all	20
Great both phalanges	5



Great – one phalanx		2
Other than great if more than one toe lost each		1
Loss of hearing – both ears		75
Loss of hearing one ear		30
Loss of four fingers and thumb of one hand		40
Loss of four fingers		35
Loss of thumb	- both phalanges	25
	- one phalanx	10
Loss of Index finger	- three phalanges	10
	- two phalanges	8
	- one phalanx	4
Loss of middle finger	- three phalanges	6
	- two phalanges	4
	- one phalanx	2
Loss of ring finger	- three phalanges	5
	- two phalanges	4
	- one phalanx	2
Loss of little finger	- three phalanges	4
	- two phalanges	3
	- one phalanx	2
Loss of metacarpus	- first or second (additional)	3
	- third, fourth or fifth (additional)	2

Any other permanent partial disablement - This shall be based upon opinion and assessment of the Medical Practitioner as to the extent of disability.

#### **SPECIAL CONDITIONS APPLICABLE TO BENEFIT 8 - PERSONAL ACCIDENT**

1. Upon happening of any event, which is likely to give rise to a claim under this Benefit 8, the Insured or his/her representative shall give written notice with full particulars immediately to the Company or the Third Party Administrator.

2. The Insured or his/her representative shall arrange for immediate treatment of the Insured in a Hospital and produce all such records of treatment to the Company in support of the claim.
3. Any claim for death of the Insured shall be duly supported by a death certificate issued by the Hospital in the city of Accident or City of Residence or Place of Origin , as the case may be. Post mortem certificate if required by the Company shall also be submitted.
4. The claim for permanent total or partial disability shall be duly supported by the disability certificate issued by the Hospital / Medical Practitioner specifying the nature of disability and the percentage of disablement.
5. In case of death, written notice must be given before internment or cremation within one calendar month after the death, unless reasonable cause for delay is shown. In event of loss of sight or amputation of limbs or any part thereof, written notice must be given within one calendar month after such loss of sight or amputation.
6. No claim for death or disability under this Policy shall be considered unless death or disability results within 12 months from the date of the Accident that led to the death or disability. To this extent the certificate obtained from the Medical Practitioner shall clearly relate the death / disability to the Accident in question.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 8 – Personal Accident

In event of the Insured meeting with death or disability arising out of an Injury caused in an Accident taking place any time during the Period of Insurance, immediate written notice thereof shall be sent to the Third Party Administrator by or on behalf of the Insured furnishing details of the Accident. If the Accident shall take place in a public place or premises, report shall be made to the authorities having jurisdiction over the place of Accident, and also to the police having jurisdiction over the place of Accident.

#### **Documents to be submitted in support of the claim:**

- i. Medical reports giving the details of the Accident, nature of Injury and the extent of disability.
- ii. In case of death of the Insured, death certificate issued by the Medical Practitioner who attended on the Insured.
- iii. Postmortem certificate to be produced if required by the Third Party Administrator. Police report in original in case the Accident shall have taken place in a public place or premises.
- iv. Medical Practitioner's certificate in case of Injury (in case of Permanent Partial Disablement/ Permanent Total Disablement) stating the reasons and the extent of the Injury.
- v. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

## **BENEFIT 9- PERSONAL LIABILITY**

The Company shall indemnify the Insured against legal liability for Injury or property damage to third parties occasioning on account of an Accident occurring anytime during the Period of Insurance under the Policy for which claims shall be made on the Insured by the third parties during the Period of Insurance or within 60 days from the Date of Expiry of Insurance as specified in Part I of the Schedule . The Company shall also indemnify the Insured towards the cost of defense incurred with the consent of the Company, provided that the Company's overall liability, including the cost of defense for all claims during the Period of Insurance shall not exceed the Sum Insured specified in the Schedule I of the Policy.

## **EXCLUSIONS APPLICABLE TO BENEFIT 9- PERSONAL LIABILITY**

The Company shall not be liable for the following:

1. Legal liability of the Insured in relation to any professional services rendered by him / her.
2. Liability for Injury or damage of any kind whilst the Insured is engaged in his / her business activities or in course of business activities by the Insured.
3. Liability assumed by the Insured by an agreement / contract which would not have attached in the absence of such agreement / contract.
4. Liability arising out of any acts of god, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar acts or convulsions of nature and atmospheric disturbances.
5. Liability arising from intentional or willful acts or negligence on part of the Insured or illegal acts.
6. Fines / penalties / punitive / exemplary damages of any kind.
7. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
8. Directly or indirectly caused by or contributed by:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
9. Liability arising from the use of any motor vehicle unless it involves rented road transport vehicles that is used by the Insured for personal transportation only.
10. Any liability, which is the subject matter of specific insurance elsewhere.
11. Liability arising through personnel engaged by the Insured for either business / personal purposes of any kind.
12. Any personal liability of the Insured towards his/her Family, relations and Traveling Companions, whether personal or official.
13. Liability resulting from transmission of an illness or disease by the Insured.
14. Liability arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc., and mental Injury, anguish, or shock resulting therefrom.

15. Liability arising out of any infringement of intellectual property rights such as copyright, patent, trademark, registered designs and trade secrets.
16. Liability arising from the possession of animals, birds, reptiles, insects, etc. and their byproducts like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
17. Liability arising from the ownership or possession of vehicles, aircrafts, water crafts, or activities of the Insured involving parachuting, hang-gliding, hot air ballooning or use of firearms.
18. Liability arising from insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
19. Liability arising from any supply of goods or services on the part of the Insured.
20. Liability arising from any ownership or occupation of land or buildings other than the occupation of any temporary residence.

#### **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 9- PERSONAL LIABILITY:**

1. The Insured shall give written notice to the Company as soon as reasonably practicable of any claims made against the Insured (or any specific event or circumstances that may give rise to a claim being made against the Insured) that shall become the subject of indemnity under this Benefit and shall give all such additional information as the Company may require. Every claim, writ, summons or process and all documents relating to the claim/ event shall be forwarded to the Company immediately on receipt by the Insured.
2. No admission, offer promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Company.
3. The Company will have the right but in no case the obligation, to take over and conduct in the name of the Insured the defense of any claims and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim in relinquishing the same. All amounts expended by the Company in the defense, settlement and/or payment of any claim, will correspondingly reduce the limits of indemnity specified in the Schedule of the Policy.
4. In the event the Company, in its sole discretion, chooses to exercise its right pursuant to this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, the Company's liability or obligations under this Benefit 9 beyond what the Company's liability or obligations would have been had it not exercised its rights under this condition.
5. The Insured shall give all such information and assistance as the Company may reasonably require.
6. The Insured shall give notice as soon as reasonably practicable of any fact, event or circumstance which materially changes the information supplied to the Company at the time when this Policy was effected and the Company may amend the terms of this Policy.
7. The terms and exclusions of this Benefit 9 (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.

#### **CLAIMS PROCEDURE:**

##### **Claims provisions applicable to Benefit 9 – Personal Liability**

1. In the event of a contingency resulting in or likely to result in a liability on the part of the Insured towards Injury or property damage to third parties, the Insured shall immediately report the event to the Third Party Administrator of the Company and furnish details of the circumstances that gave rise to the liability.
2. The Insured shall not settle or offer for settlement or enter into a compromise with the claimant or any other person without the consent and a written approval by the Third Party Administrator or the Company.
3. The Insured shall, in the event of the contingency resulting in liability taking place in any of the public places or the roads, he/she shall immediately report the matter to the police.

#### **Documents to be submitted in support of the claim**

1. Statement of claim furnishing particulars of the event leading to the liability
2. Photocopy of the police report wherever reported
3. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

The Company shall have the right to defend the case or enter into compromise or take such steps as may be required to bring the claim to a close, provided however that such steps taken by the Company shall not affect the Insured's right of claim under the Policy, subject to Point (3) under Terms and Conditions applicable to Benefit 9- Personal Liability.

#### **BENEFIT 10 - HIJACK DISTRESS ALLOWANCE**

The Company shall compensate the Insured at the rate per day as specified in the Part I of the Schedule of the Policy in case the Common Carrier in which the Insured is traveling as a passenger during Trip shall be subject of Hijack, and that the Common Carrier with all the passengers thereon is held captive by the hijackers. Compensation shall be payable under this Benefit 10 provided that the Hijack is for more than 12 hours or for a period more than as specified in Part I of the Schedule of the Policy.

The Company's liability shall be restricted for the period for which the Common Carrier with the passengers including the Insured is held captive in excess of the period as specified in Part I of the Schedule of the Policy and in no case shall exceed the maximum number of days specified in the Part I of the Schedule of the Policy. Should the Insured be released by the hijackers in advance of the total release of the Common Carrier and all the passengers therein the Company's liability shall not extend beyond the time of release of the Insured by the hijackers.

Should death of the Insured occur during the period for which the Common Carrier with the passengers is held captive by the hijackers, such death of the Insured shall be considered as a valid claim under Benefit 8 – Personal Accident under the provision applicable to the death of the Insured. Such compensation for death shall be independent of the Insured's eligibility for claim under this Benefit 10.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 10 - HIJACK DISTRESS COMPENSATION**

The Company shall not be liable for any claim under this Policy if the Insured shall be involved as either principal or accessory in the Hijack.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 10 – Hijack Distress Compensation

In the unfortunate event of the Insured being held captive along with other passengers of the Common Carrier which shall be the subject of a Hijack, the Insured shall contact the Third Party Administrator of the Company immediately after he / she is released from captivity.

The Insured shall immediately thereafter send a statement of claim furnishing details, namely the date and time of Hijack, the date and time of release of the Insured, together with a brief narration of the circumstances of the Hijack.

In the unfortunate incident of the death of the Insured whilst under captivity of the hijackers, solely attributable to an Injury caused by or circumstances created by the hijackers, the nominee/representative of the Insured shall furnish to the Third Party Administrator the details of the Hijack and the resultant death of the Insured.

The statement of claim in both the cases above shall be accompanied by a certificate of Hijack from the Common Carrier furnishing details of travel by the Insured, the fact of his / her being held captive and confirmation of death, if death shall occur.

#### **BENEFIT 11 - FINANCIAL EMERGENCY ALLOWANCE**

In the event of the Insured facing a Financial Emergency as a result of and consequent upon the accidental loss of Money held by him / her, at any time during the Trip covered under the Policy the Company shall pay a sum as a fixed allowance as specified in the Part I of the Schedule. In order that the Insured shall be entitled for this benefit amount, he / she shall disclose all such details as may be required by the Third Party

Administrator or Company and shall furnish such documents as may be required to evidence the loss declared by him / her.

Should it come to notice at a later date after payment of compensation by the Company to the Insured that the declaration of the Insured in connection with the Financial Emergency is false / unsubstantiated; the Company shall be entitled to recover the sum paid hereunder in addition to retaining its right of action against the Insured for damages.

The Company's liability under this Benefit 11 shall not be for more than one incident of Financial Emergency during the whole Period of Insurance hereunder, irrespective of whether the Policy is Single Trip Policy of Multi-trip Policy.

The Company shall not be liable for Financial Emergency arising out of any actions on part of the Insured such as wager, lottery, gambling, betting, etc.

#### **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 11 – FINANCIAL EMERGENCY ASSISTANCE**

No claim shall be admitted under the Policy unless a complaint is lodged with the police and copy of the first information report is furnished to the Company.

No claim shall be payable under this Benefit for Financial Emergency occurring after return of the Insured to the City of Residence or Place of Origin of the Insured.

In event the Insured traces or recovers the lost Money which is the subject matter of claim hereunder, either in part or in full, any time before a settlement of claim is made by the Company the state of the Financial Emergency shall be deemed to be extinct and no claim shall lie against the Company. Further in the event of the Company having made settlement of the claim prior to such discovery of the lost Money the Insured shall repay to the Company the total amount of settlement made by the Company.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 11 – Financial Emergency Assistance

1. The Insured shall report to the Company / Third Party Administrator immediately after becoming aware of the accidental loss of Money that triggers a Financial Emergency.
2. The Insured shall also report to the police authorities having jurisdiction at the place of loss, immediately and in any case not exceeding 24 hours from the time the loss was detected and shall make available to the Company a copy of the first information report of the police immediately thereafter.

3. Along with the report of his / her claim, the Insured shall declare that there was no other source for him / her in and around the place where the contingency has arisen from where he / she would have secured monetary support to avert a Financial emergency.
4. The Insured shall also confirm that in spite of all his / her efforts to trace the lost Money he / she was unsuccessful.

### **BENEFIT 12 - TRIP CANCELLATION AND INTERRUPTION**

The Company shall indemnify the Insured for the financial loss incurred by the Insured arising out of cancellation of the Trip (whether wholly or in part) solely attributable to and / or arising out of:

Earthquake;

Storm, flood, inundation, cyclone, tempest, fog (optional cover)<sup>1</sup>

Terrorism;

provided that, the named perils hereinabove shall take place at or in the vicinity of the City of Residence or Place of Origin or Place of Destination or any intermediate place which is involved in or related to the Insured's Trip; and

Personal contingencies like death or imminent death, or emergency Hospitalization treatment necessitated to the Insured or Insured's Immediate Family due to an unforeseen Illness or Injury.

Subject to the maximum liability of the Company as stated in Part I of Schedule, the Company shall pay to the Insured:

1. Official cancellation charges;
2. Actual additional transportation expenses incurred to return to the City of Residence or Place of Origin , provided that, the additional expenses are for alternative travel arrangement of the same class and / or type and by the most direct route;

The Company's liability under this Benefit shall be limited to the difference between the actual charges incurred for the return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured and the amounts obtained towards refund towards the unfulfilled / unfinished portion of the Trip.

However the Company shall not be liable for the first US\$ 100 in respect of each and every claim admissible under this benefit.

### **EXCLUSIONS APPLICABLE TO BENEFIT 12 – TRIP CANCELLATION AND INTERRUPTION**

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<sup>1</sup> Covered on payment of additional premium



The Company shall not be liable for any loss caused by and/or attributable to the following:

1. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
2. Directly or indirectly caused by or contributed by:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
3. Cancellation of the Trip either wholly or in part done at the instance of the Common Carrier or by the travel agent;
4. Cancellations of the Trip either wholly or in part done at the instance of the authority governing the Common Carrier or the government;
5. Any circumstances other than those that are directly attributable to the perils as stated above.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 12 – Trip Cancellation & Interruption

In event of any of the contingencies covered hereunder occurring either at the City of Residence or Place of Origin or at any intermediate place any time after the commencement of the Trip and before termination of the same, resulting in the interruption of the scheduled travel being part of the Trip necessitating cancellation of the Trip, immediate notice thereof shall be given by the Insured to the Third Party Administrator of Company.

#### **Documents to be submitted in support of the claim:**

1. In case of cancellation of the Trip either in the City of Residence or Place of Origin or any other intermediate place forming part of the Trip by the Common Carrier solely resulting from contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) duly completed claims form to be accompanied by:
  - a. Confirmation of cancellation of the Trip from the Common Carrier detailing the circumstances of cancellation;
  - b. Original used ticket issued by the Common Carrier indicating the cost the ticket and receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the Trip, the cancellation charges retained;
  - c. Original bill and a receipt / letter obtained from the hotel and / or guest house and / or any other paid residential accommodation (available for fee) indicating the amount paid for the accommodation, the refund given and the cancellation charges retained, wherever such accommodation has be arranged at the place of cancellation of the Trip;

- d. Used ticket issued by the Common Carrier in original for return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured which indicate the cost of the tickets together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip.
2. In case the cancellation of the Trip shall result because of personal contingencies covered hereunder or a decision taken at the instance of the Insured arising out of the contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) the duly completed claims form to be accompanied by:
  - a. A declaration from the Insured furnishing the circumstances that compelled him / her to cancel the Trip;
  - b. Medical evidence as may be required by the Third Party Administrator in case of the cancellation of the Trip arising out of personal contingencies of the Insured or his / her Immediate Family;
  - c. Receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the Trip indicating the cancellation charges retained;
  - d. Receipt / letter obtained from the hotel and / or guest house and / or any other residential accommodation (available for a fee) indicating the cancellation charges retained, wherever such accommodation has been arranged at the place of cancellation of the Trip;
  - e. Used ticket issued by the Common Carrier or boarding pass, as the case may be, in original for return journey from the place of cancellation to the City of Residence or Place of Origin of the Insured together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip.
3. In case the cancellation charges either for the Trip or part of it or in relation to the accommodation in a hotel / guest house / other residential accommodation is waived to the advantage of the Insured subsequent to any settlement of claim under this Benefit, the Insured shall forthwith return the sum paid by the Company to the extent of such waiver.
4. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

### **BENEFIT 13 - TRIP DELAY**

The Company shall reimburse the Insured for the expenses incurred subject to the sum as specified in Part I of the Schedule if the departure of the Insured shall be delayed, at any place forming part of the Trip, solely arising out of and consequent upon any of the contingencies specified hereunder:

1. Earthquake
2. Floods, rains, storm, cyclone, tempest, fog (optional cover)<sup>2</sup>

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<sup>2</sup> Covered on payment of additional premium

**3. Terrorism**

provided that, the named perils hereinabove shall take place at and in the vicinity of the City of Residence or Place of Origin or Place of Destination or any intermediate place which is involved in or related to the Insured's Trip; and

**4. Cancellation or rescheduling of flights done at the instance of the Common Carrier that causes delay;**

For the purpose of this Policy, reasonable expenses shall mean any expenses for meals and lodging which were necessarily incurred by the Insured as the result of delay arising out of and consequent upon the above mentioned contingencies and which were not provided by the Common Carrier or any other party free of charge.

Compensation shall be payable under this Benefit 13 provided that the Trip is delayed for more than 8 Hours or for the period as mentioned against the Benefit in Part I of the Schedule to the Policy.

**EXCLUSIONS APPLICABLE TO BENEFIT 13 – TRIP DELAY**

No claim shall be payable by the Company in case of delay:

1. Arising out of contingencies other than those specifically named herein above;
2. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
3. Directly or indirectly caused by or contributed by:
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 13 – TRIP DELAY**

1. On the happening of the contingency covered under this Benefit 13, resulting in the Insured's decision to delay the departure, immediate notice thereof shall be given to the Company.
2. The Insured shall look for immediate alternative arrangements for prosecuting the journey as scheduled so as to minimize the delay arising out of the contingency.

**CLAIMS PROCEDURE:****Claims provisions applicable to Benefit 13 – Trip Delay**

In the event of any of the contingencies covered hereunder occurring at any place forming part of the Trip, at any time after the commencement of the Trip and before termination of the same, resulting in the delay of the scheduled travel being part of the Trip, immediate notice thereof shall be given by the Insured to the Third Party Administrator of Company.

**Documents to be submitted in support of the claim:**

In case of delay of the Trip, at any place forming part of the Trip, by the Common Carrier solely resulting from contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, fog (if specifically covered) duly completed claims form to be accompanied by, confirmation of delay of the Trip from the Common Carrier detailing the circumstances of delay. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

**BENEFIT 14 - MISSED (FLIGHT) CONNECTIONS**

The Company shall pay an amount as mentioned in Part I of the Schedule per day or part thereof in case of failure of the Insured to access the connecting flight/ connecting journey by the Common Carrier as per schedule any time during the Trip, arising out of and consequent upon the delayed arrival of the earlier flight/ Common Carrier caused by reasons beyond the control of the Insured, provided that, no claim shall be payable hereunder in case such delay is foreseen by the Insured or that the Insured could have reasonably become aware of such delay in advance.

The Company shall also pay the official cancellation charges, if any, incurred by the Insured resulting from cancellation by the Insured of the ticket in relation to the Missed Flight as also reimburse the additional cost of transportation to prosecute the journey originally scheduled to have been covered by the Missed Flight, provided that, such additional cost shall be in relation to the scheduled destination and not to any different destination and provided that the additional cost shall be for tickets of the same class and / or type as of the Missed Flight.

Provided also that the Company shall be liable under this Benefit only in event of Missed Flight/ connecting journey by the Common Carrier caused solely by the delay of the flight/ delay of Common Carrier in which the Insured is traveling immediately prior to the Missed Flight.

The Company's overall liability for claims of all occurrences of Missed Flight/ connecting journey by the Common Carrier during the Period of Insurance shall not exceed the Sum Insured specified in the Part I of the Schedule.

However the Company shall not be liable for the first US\$ 100 in respect of each and every claim admissible under this benefit.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 14 – MISSED (FLIGHT) CONNECTION**

No claim shall be payable by the Company:

1. If the time gap between the scheduled arrival of the previous flight and the scheduled departure of the next flight (Missed Flight) shall be less than 3 hours.
2. Towards expenses incurred for any temporary stay in the port of delay not exceeding 3 hours from the time of delayed arrival of the earlier flight to the departure of the rescheduled flight, provided that, this exclusion shall not apply in respect of the Company reimbursing the cancellation charges of the Missed Flight and the additional cost of transportation in relation to the rescheduled flight.
3. If the missing of the flight is the result of:
  - a. Any deviation from the originally scheduled route done at the instance of the Insured for reasons whatsoever;
  - b. Any advance intimation given to the Insured of a possible delay of the flight that might lead to missing of connecting flights.
  - c. Any circumstances other than those directly attributable to the delay of the earlier flight beyond the control of the Insured.

#### **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 14 – MISSED (FLIGHT) CONNECTION**

1. The Insured shall endeavor to take all timely steps to ensure avoidance of missing a flight even in case of delays of the arrival of the earlier flight.
2. In case of missing flight, when Insured shall look for alternative flights for prosecuting the scheduled journey, he / she shall ensure minimum additional cost and earliest departure in selecting the alternative flight. While submitting the claim the Insured shall also furnish the Company of the efforts taken by him in choosing the alternative.
3. In order to minimize the claim under this Policy, the Insured shall also take all efforts to see that the cancellation charges are either waived or reduced to the minimum level by the Common Carrier and / or the authorities of the hotel / guest house / any other residential accommodation.
4. While preferring the claim, the Insured shall declare that he / she has not been compensated by the Common Carrier or any other agency concerned in connection with delay of the flight that led to the situation of missing flight.

#### **CLAIMS PROCEDURE:**

### Claims provisions applicable to Benefit 14 – Missed (Flight) Connections

In the event of any flight wherein the Insured shall travel in connection with part of his/her Trip shall arrive at the intended destination with a delay because of circumstances beyond the control of the Insured, resulting in the Insured missing the ongoing journey to the next Place of Destination being part of the Trip, he / she shall report to the Third Party Administrator such delay furnishing the details of the flights, the scheduled arrival to the place of delay, actual time of arrival and consequently the period of delay.

#### **Documents to be submitted in support of the claim:**

1. The confirmation from the Common Carrier of the delayed flight as to the expected time of arrival and the actual time of arrival at the port of delay together with the reasons for delay.
2. Unused ticket for the Missed Flight with an endorsement of the Common Carrier of cancellation of the same.
3. Certificate from the Common Carrier of the Missed Flight that the fare for the part of the Trip covered by the Missed Flight is forfeited in full or in part together with the amount of forfeiture.
4. Original used ticket obtained afresh towards the alternative flight for the part of the Trip covered by the Missed Flight indicating the amount paid as fare.
5. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

In the event of the forfeited amount by the Common Carrier for the Missed Flight being refunded / returned to the Insured, subsequent to any payment under this section, the Insured shall return the amount so refunded in full.

### **BENEFIT 15 - BURGLARY (HOME CONTENTS)**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, and subject to the maximum liability of the Company being restricted to the Sum Insured as specified in Part I of the Schedule during the entire period of Insurance to pay to the Insured, at actual, for any loss or damage sustained by the Insured caused by Burglary and/or attempted Burglary, to the Contents of Insured's premises provided that the total liability of the Company for loss or damage due to such attempted Burglary (that does not result in any actual or physical loss of any insured item) shall not exceed Rs.15,000/- in any one year irrespective of the number of such incidents or occurrences.

The Company's liability under this Benefit shall be limited as follows:

1. In case of damage due to attempted Burglary shall be limited to the amount actually payable for repair or replacement of locks, damage to door, or windows, if any.
2. For settlement of claims under this Benefit, the market value of the jewelry, gold ornaments, silver articles and precious stones kept in the premises of the Insured shall be considered. Maximum value of jewellery, silver articles, precious stones covered will be 25% of total Sum Insured as specified in Part I or 1 lakh, whichever is lower.
3. The Company's liability for any claim for loss or damage shall be limited to the inherent value of the metal or precious stones only, as the case may be, and will exclude any additional value added thereon/attribution thereto.
4. The Company's liability shall be subject to a Deductible as specified in Part I of the Schedule to the Policy, for any and all claims arising in a particular year.

The Company's liability under this Benefit shall not exceed the Sum Insured as specified in Part I of the Schedule to the Policy.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 15 - BURGLARY (HOME CONTENTS)**

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

1. Loss or damage caused by direct or indirect involvement of the Insured and/or Insured's domestic staff in the actual or attempted Burglary;
2. Any loss or damage to, or on account of loss of livestock, motor vehicles, pedal cycles, Money, securities, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, ATM debit or credit cards (unless previously specifically declared to, and accepted by, the Company);
3. The loss or damage occurring while Insured's premises is unoccupied, for a consecutive period of more than 30 days, and if the Insured had not previously informed the Company of the same and obtained its written consent/approval.
4. Loss or damage to any property illegally acquired, kept, stored, or property subject to forfeiture in any manner whatsoever;
5. Theft without actual forcible and violent entry and/or exit from the premises.
6. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 15– Burglary (Home Contents)

Upon occurrence of the event covered under this Benefit, the Insured shall report to the Third Party Administrator and furnish the claims form duly completed in all particulars. The Insured shall render all cooperation and assistance to the surveyor appointed by the Company for assessment of loss.

The Insured shall also report to the police having jurisdiction over the place of loss and shall secure a detailed first information report duly signed by the police authority and forward the same to the Third Party Administrator immediately thereafter.

The Insured shall not do anything as regards to the affected property / premises that shall result in aggravation of loss and shall be wholly guided by the surveyor with regards to preserving the affected property/ premises.

**Documents to be submitted in support of the claim:**

1. The statement of claim furnishing the details of items lost and the values thereof duly supported by purchase bills wherever available. In the event of the purchase bills not being available, he / she shall render such evidence as may be required by the surveyor for the latter to arrive at the value of the lost items.
2. First Information Report;
3. Panchnama;
4. Investigation Report by the Police;
5. Estimate and final bills of repairers;
6. Invoices of owned articles, if required by the Company;
7. And any other document as may be appropriately applicable for the claims preferred under this Benefit of the Policy.

**BENEFIT 16 - LOSS OF PASSPORT**

In event of the Insured losing his/her original passport during the Trip covered under the Policy, the Company shall reimburse the cost incurred by the Insured towards the prescribed fee payable to the concerned authorities at the place of loss for issue of an emergency certificate for the Insured to proceed with his/her return journey to the Country of Residence of the Insured. The Company shall also pay a fixed sum of US\$ 50 towards any and all incidental expenses that might be incurred by the Insured in connection with obtaining the emergency certificate. However, no sum shall be payable under this Benefit if the Insured does not produce the official receipt of the fee paid for the issue of the emergency certificate. Also the Company shall not be liable to pay for the Deductible amount as mentioned against this Benefit in the Policy Schedule.

Further the Company shall also reimburse the cost incurred by the Insured towards the prescribed application fee payable to the concerned authorities in the Country of Residence of the Insured for issue of a duplicate passport and a fixed sum equivalent to



US\$ 25 for any incidental expenses incurred by the Insured as on the date of application for the duplicate passport, provided that, the entire sum in relation to obtaining a duplicate passport in the Country of Residence of the Insured shall be paid in local currency of the Country of Residence of the Insured, provided that, the Company's liability shall be limited to the Sum Insured specified in the Policy Schedule.

#### **CLAIMS PROCEDURE:**

##### **Claims provisions applicable to Benefit 16 – Loss of Passport**

Immediately on becoming aware of the loss of the passport, the Insured shall report the matter to the police having jurisdiction over the place of loss while simultaneously reporting the loss to the Assistance Service Provider.

##### **Documents to be submitted in support of the claim:**

1. Police Report in original;
2. Details of the attempts made to trace the passport;
3. Statement of claim for the expenses incurred;
4. Receipt for payment of charges for obtaining an emergency certificate at the place of loss of the passport;
5. Receipt for charges for obtaining duplicate passport at the Country of Residence of the Insured.

In event the passport originally reported lost being traced and made available to the Insured, anytime before the emergency certificate at the place of loss of the passport or the duplicate passport at the Country of Residence of the Insured is issued to the Insured, the Insured shall intimate the concerned authorities forthwith and apply for the refund of the money paid with the application for emergency certificate or duplicate passport, as the case may be. The Insured shall then refund to the Company such amount as has been refunded by the authorities to the Insured in this regard.

#### **BENEFIT 17 - COMPASSIONATE VISIT**

In event of the Insured being Hospitalized consequent upon any Injury sustained and / or Illness contracted at any place being part of the Trip covered hereunder , other than the City of Residence or Place of Origin and such Hospitalization shall in the opinion of the Medical Practitioner attending on the Insured extend beyond a period of 5 days or such period specified in the Part I of the Schedule, the Company shall pay the sum as specified in the Part I of the Schedule per day or part thereof for special assistance rendered to the Insured during the period of Hospitalization by an Immediate Family Member.

Provided that:

1. The Hospitalization has been advised by the Medical Practitioner attending on the Insured; and
2. The need of such assistance is essential in the opinion of the Medical Practitioner attending on the Insured and recommended by him / her accordingly.

The Company shall also reimburse the cost of travel ticket incurred by the person rendering such special assistance from and to the place of origin of such person or the place of residence of the person.

Provided that the daily allowance shall not be payable by the Company for the period spent by the person rendering the special assistance for travel to and from the Hospital.

The Company's liability under this Benefit 17, however, shall in respect of any one event or all events of Hospitalization during the Period of Insurance shall not in total exceed the Sum Insured as specified in the Part I of the Schedule.

#### **Exclusions Applicable to Benefit 17 – Compassionate Visit:**

The Company shall not be liable if the Insured is hospitalized for any of the following,

1. Any treatment of a Pre-Existing Illness
2. Treatment of orthopedic, degenerative, or oncological diseases
3. Treatment for any dental Illness / Injury.
4. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
5. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
6. Mental or psychiatric disorders.
7. Pregnancy, childbirth and any consequences
8. Prostheses/ prosthetics (artificial limbs) etc.
9. Self-inflicted Illness or Injury
10. Any Injury and/or Illness sustained or contracted leading to Hospitalization
  - a. Whilst the Insured is under the influence of intoxicating liquor / drugs;
  - b. Whilst the Insured is engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or other wise);
  - c. Directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether was be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
  - d. Directly or indirectly caused by or contributed by:

- i. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **TERMS & CONDITIONS APPLICABLE TO BENEFIT 17 – COMPASSIONATE VISIT:**

The Insured shall as far as possible seek for such special assistance from any one of his / her relatives, either at the place of Hospitalization or any other nearest place.

It is a condition precedent to the Company's liability hereunder that the need for such a special assistance and consequent visit of any one of the Family or relative from a particular place is also approved by the Third Party Administrator before any one of the Family or near relatives undertakes the Trip.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 17 – Compassionate Visit

In event of the Insured sustaining an Injury and / or contracting an Illness requiring Hospitalization in the opinion of the Medical Practitioner and further in the opinion of such Medical Practitioner continuous presence in the form of special assistance is required to be rendered to the Insured during the period of Hospitalization by any of the members of the Family or near relative, immediate notice shall be given and approval obtained from the Third Party Administrator by the Insured before requisitioning such special assistance.

The Insured shall endeavor wherever possible to requisition such a special assistance from any member of the Family or near relative from places nearer to the place of Hospitalization. In any case, the Company's liability shall be limited to economy class travel by a Common Carrier applicable from and to the City of Residence and/or the Place of Origin of the Insured to the place of Hospitalization.

#### **Documents to be submitted in support of the claim:**

Duly completed claims form to be supported by:

1. A certificate from the Medical Practitioner recommending the presence in the form of special assistance to be rendered by a member of the Family or near relative during the entire period of Hospitalization. Certificate to also specify the minimum period of Hospitalization.

2. Discharge summary of the Hospital furnishing details – date of admission, date of discharge, and the presence of the member of the Family or near relative on all days of Hospitalization.
3. Original ticket used for the travel to and fro by the member of the Family or near relative.
4. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy

### **BENEFIT 18 – EMERGENCY HOTEL EXTENSION**

The Company shall pay the actual additional expenses for lodging and boarding incurred by the Insured subject to the maximum Sum Insured as specified in Policy Schedule if the departure of the Insured shall be delayed either at the port at the place of origin or at any intermediate ports forming part of the Trip within the Period of Insurance solely arising out of and consequent upon any of the contingencies specified hereunder:

1. Earthquake
2. Floods resulting from unseasonal rains, storm or cyclone
3. Terrorism

Provided that the named perils hereinabove shall take place in and in the vicinity of the port involved in the Insured's prosecution of the journey.

4. Personal contingencies like emergency Hospitalization treatment necessitated to the Insured or Insured's Family or Insured's Traveling Companion due to an unforeseen Illness or accidental Injury;
5. Cancellation or rescheduling of flights done at the instance of the Common Carrier
6. Lost or stolen passport or travel documents.

Provided that no sum shall be payable by the Company for any delay arising due to perils named hereinabove in relation to the port of origin should the place of origin also be the Country of Residence of the Insured as specified in the Policy . Also provided that the Company's liability under this cover shall be limited to only one delay encountered by the Insured during the entire Period of Insurance and will be subject to the Deductible amount as mentioned against this Benefit in the Policy Schedule.

### **EXCLUSIONS APPLICABLE TO BENEFIT 18 – EMERGENCY HOTEL EXTENSION**

No claim shall be payable by the Company in case of delay:

1. Arising out of contingencies other than specifically named herein above;
2. Arising out of any government regulation or prohibition;

#### TERMS AND CONDITIONS APPLICABLE TO BENEFIT 18 – EMERGENCY HOTEL EXTENSION

1. On the happening of any contingency as stated above, resulting in the Insured's decision to delay the departure, immediate notice thereof shall be given to the Company.
2. The Insured shall endeavor to prosecute the journey as soon as possible so as to minimize the delay arising out of the contingency.

#### CLAIMS PROCEDURE: SPECIAL CLAIMS PROVISIONS APPLICABLE TO BENEFIT 18 – EMERGENCY HOTEL EXTENSION

In the event of an unexpected delay in departure by the Insured occurring either from the port of origin or from any other port of departure for travel being part of the Trip covered hereunder, the Insured shall immediately inform the Assistance Service Provider of the Company furnishing circumstances and the details of the delay.

The Insured shall undertake to refund any amount received from the Common Carrier towards emergency hotel accommodation, if any such payment shall be received by the Insured after settlement of the claim by the Company.

Documents to be submitted in support of the claim:

Duly completed claims form to be supported by:

1. Receipt for the amount paid to the hotel or guest house or any other accommodation provider for a fee for the charges per day paid towards accommodation;
2. Evidence as may be required by the Assistance Service Provider in case the delay is caused by Earthquake, Floods resulting from unseasonal rains, storm or cyclone or Terrorism;
3. Medical certificate furnishing details of date of admission and date of discharge together with the details of the Injury or Illness and the treatment rendered, obtained from the Medical Practitioner in case of delay being caused because of Hospitalization of the Insured or Insured's Family member or Traveling Companion

resulting from any Injury or Illness to the Insured or Insured's Family member or Traveling Companion, as the case may be;

4. In case of loss of passport, a copy of the first information report in relation to the complaint lodged with the police having jurisdiction over the place of loss and a copy of the application lodged with the passport office for a duplicate passport;
5. In case of loss of travel documents, a copy of the report lodged with the Common Carrier for the loss of the travel documents and a confirmation from the latter that the Insured could not undertake the travel as scheduled;
6. In case of delay solely attributable to Common Carrier and beyond the control of the Insured a confirmation by the Common Carrier of the said delay having taken place at their instance together with a copy of the claim made on the Common Carrier for expenses incurred as a result of the delay

And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

#### **GENERAL EXCLUSIONS (APPLICABLE TO ALL BENEFITS UNDER THE POLICY):**

The Company shall not liable for any loss or damages:

1. In relation to the events occurring prior to the Date of Commencement of Insurance or after the Date of Expiry of Insurance as mentioned in Part I of the Schedule to this Policy.
2. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the Policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this Policy shall be forfeited.
3. If the Insured:
  - a. Is traveling against the advice of a Medical Practitioner;
  - b. Is receiving, or is on a waiting list to receive, specified medical treatment declared in a Medical Practitioner's report or certificate;
  - c. Has received terminal prognosis for a medical condition;
  - d. Is taking part in a naval, military or air force operation;
4. In relation to events arising:
  - out of any intentional self-Injury, suicide or attempted suicide, intoxication by liquor or drugs.
  - due to involvement or participation of the Insured directly or indirectly in murder, or criminal assault or the like or any breach of law.

- out of mental disorder, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immuno Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
5. Illness and Injury that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority;
  6. In relation to events arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
    - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
    - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
  7. Pertaining to involvement or participation in activities that are against local laws, rules and/ or regulations specified by any government agency.
  8. In so far as it relates to the benefits numbers 1 (Hospitalization Expenses for Injury), 2 (Emergency Hospitalization Expenses for Illness), 3 (Repatriation of Remains), 4 (Medical Evacuation), 5 (Dental Treatment), 8 (Personal Accident), 12 (Trip Cancellation & Interruption), 13 (Trip Delay), 17 (Compassionate Visit), any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and agreed by the Company subject to additional premium being paid and incorporated accordingly in the Policy.
  9. Alternative Treatments

**GENERAL CONDITIONS (APPLICABLE TO ALL BENEFITS UNDER THIS POLICY)**

1. The insurance under the Policy shall not attach to any Trip that shall have commenced prior to the Date of Commencement of Insurance as specified in Part I of the Schedule under the Policy.
2. Cancellation of the Policy - At the request of the Policyholder, the Policy will be cancelled any time prior to the Date of Expiry of Insurance as specified in Part I of the Schedule to the Policy subject to the following conditions:
  - a. In the event of cancellation of the Policy, the Company shall refund the premium for the unexpired portion of the cover as per the Company's short period scales mentioned in Part III of the Policy document.
  - b. No cancellation of the cover pertaining to an Insured will be allowed in case the Insured has reported a claim under any of the sections of this Policy prior to the date of notice of cancellation and that stands admitted by the Insurer for any amount whatsoever.
3. Deductible shown against the respective items of cover in the schedule of the Policy shall be applied separately for each and every claim preferred under the respective sections.
4. The Insured shall, at all times, act as if uninsured and shall take all steps as are necessary to avoid occurrence of any contingency covered hereunder and to avert and / or minimize a loss otherwise payable under the Policy.

**CLAIM PROCEDURE – GENERAL: APPLICABLE TO ALL BENEFITS UNDER THIS POLICY**

1. On facing a contingency which shall result in a claim under any of the Sections under this Policy, immediate notice thereof shall be given by the Insured to the Third Party Administrator appointed by the Company, the details of which are furnished hereunder and after furnishing to them the identity as required by them shall get the claim registered. Failure to send such immediate notice may prejudice the Insured's claim under the Policy.

Contact details as provided in the policy to intimate the claim.

2. Documents of claim appropriate for each contingency and the consequent loss as listed in the respective sections of this Policy shall be forwarded to the Third Party Administrator as soon as the Insured returns to the City of Residence or the Place of Origin of the Insured (unless otherwise required by the Company or the Third Party Administrator) and in no case beyond a period of 30 days from the date of such return. In case the Trip is terminated anytime before the completion of the Trip covered hereunder, the Insured shall submit



all the documents as soon as such termination shall take place, and in no case beyond a period of 30 days beyond the date of such termination. Each and every claim preferred under the policy irrespective of the sections of cover which they relate to shall be accompanied by original used ticket issued by the Common Carrier or the boarding pass in original indicating the travel dates, in relation to all the travels being part of the Trip. Submission of documents shall be a condition precedent to admission of liability under the Policy.

3. While simultaneously lodging a claim under the relevant section under this Policy the Insured shall also take all steps to recover the loss from whosoever has been responsible for such loss caused to the Insured. The Insured shall then pursue his / her claim with the Company for the amount in excess of what has been recovered thereon. If the claim shall in advance of any such recovery have been settled under this Policy, the Insured shall undertake to repay to the credit of the Company the surplus of any amount that he / she recovered jointly under Policy as also from other sources. The appropriate documents in connection with such steps taken by the Insured vis-à-vis the agencies responsible for the loss as more explicitly described under the respective sections shall be submitted to the Company as and when available.
4. If at anytime during the Period of Insurance, or anytime thereafter the Insured shall commit any fraud or resort to fraudulent means to recover any claim under this Policy, Insured's right for all benefits under this Policy shall be forfeited.
5. It is a condition under this Policy that the Insured shall declare in detail the schedule of his / her travels to one or more destinations until he / she returns to the City of Residence or the Place of Origin in completion of his/ her Trip hereunder. Failure of his / her part to declare so shall prejudice his / her right of claim under different sections of the Policy.
6. **Claim Documentation:**  
Any other document(s) that the Company requires from the Insured to process the claim and prove the authenticity of the loss may be asked for. If these additional documents are not submitted, then the Company will be relieved of its liability to pay the claim. If the Third Party Administrator or the Company request that bills/vouchers in a local language/ vernacular be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.
7. **Obligations of the Insured:**  
Claims for insurance benefits must be submitted to the Third Party Administrator not later than one (1) month after the completion of the treatment or transportation to the City of Residence, or in the event of death, after transportation of the mortal remains/ burial.

The Insured shall provide the Third Party Administrator on demand any information that is required to determine the occurrence of the insurable event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.

If requested to do so by the Third Party Administrator, the Insured shall be obliged to undergo a medical examination by a Medical Practitioner designated by the Third Party Administrator.

The Third Party Administrator is authorized by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to the City of Residence or the Place of Origin of the Insured.

The Company shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached by the Insured.

#### 8. Transfer and Set-off of Claims:

If the Insured has any outstanding claims against third parties, such claims shall be transferred in writing to the Company up to the amount for which the reimbursement of costs is made by the Company in accordance with the terms hereunder.

In so far as an Insured receives compensation for costs he/she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable, if any.

Claims to the insurance benefits may be neither pledged nor transferred by the Insured.

#### 10. No sum payable under this Policy shall carry any interest / penalty.

**Settlement/Rejection of Claim** –The settlement of claims would be done by Us within 30 days after the receipt of last necessary documents, any rejections if done, would be provided with proper reasons by Us. The role of the TPA (if any) would be limited to facilitate the flow of information between You and Us.

Penal interest provision shall be as per Regulation 9(6) of (Protection of Policyholders' Interests) Regulations, 2002

## PART III OF SCHEDULE

### STANDARD TERMS AND CONDITIONS:

1. Incontestability and Duty of Disclosure:

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

2. Reasonable Care

The Insured shall take all reasonable steps to safeguard the interests of the Insured against loss or damage that may give rise to a claim.

3. Observance of terms and conditions

The due observance and fulfillment of the terms, conditions and endorsement of this Policy in so far as they relate to anything to be done or complied with by the Insured, shall be a condition precedent to any liability of the Company to make any payment under this Policy.

4. Material change

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

5. Records to be maintained

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Policy furnish such information as the Company may require.

6. No constructive Notice

Any knowledge or information of any circumstances or condition in connection with the Insured in possession of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

7. Notice of charge etc.

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. Special Provisions

Any special provisions subject to which this Policy has been entered into and endorsed in the Policy or in any separate instrument shall be deemed to be part of this Policy and shall have effect accordingly.

9. Overriding effect of Part II of the Schedule

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

10. Duties of the Insured on occurrence of loss

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- a. Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
- b. Allow the surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- c. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- d. Not abandon the Insured property/item premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

11. Rights of the Company on happening of loss or damage

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- a. Enter and/or take possession of the insured property, where the loss or damage has happened
- b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- c. Keep possession of any such property and examine, sort, arrange, remove or other wise deal with the same; and,
- d. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

#### 12. Right to inspect

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

#### 13. Position after a claim

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the Period of Insurance shall stand reduced by the amount of the compensation.

#### 14. Indemnity

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the Sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the Insured property/item hereby Insured, because of any law or other regulations in force affecting Insured property or otherwise, the Company shall, in every such case, only be liable to pay such Sum as would be requisite under the Policy.

#### 15. Subrogation

In the event of payment under this Policy, the Company shall be subrogated to all the Insured's rights or recovery thereof against any person or organisation, and the Insured shall execute and deliver instruments and papers necessary to secure such rights.

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

#### 16. Condition of Average

If the insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

#### 17. Contribution

If at the time when any Claim arises under this Policy, there is any other insurance which covers (or would but for the existence of this Policy) and the amount to be claimed exceeds the sum insured under a single policy after considering the deductibles or co-pay, in the same Claim (in whole or in part), then We shall not be liable to pay or contribute more than Our rateable proportion of any Claim.

However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable.

#### 18. Fraudulent claims

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

#### 19. Cancellation/termination

- (a) Disclosure to information norm

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.

(b) You may cancel this Policy by giving Us 15 days written notice and in such case We shall refund premium on short term basis for the unexpired Policy Period as per the rates, provided no claim has been payable on Your behalf under the Policy.

PERIOD ON RISK	RATE OF PREMIUM REFUNDED
Up to 1 month	75% of premium
Up to 3 months	50% of premium
Up to 6 months	25% of premium
Exceeding six months	Nil

## 20. Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

## 21. Arbitration clause

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 to the dispute/difference, 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. 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 expressly 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 of the amount of the loss or damage shall be first obtained.

## 22. Renewal notice

a) We shall ordinarily renew the policy except on grounds of moral hazard, misrepresentation or fraud or non cooperation by the Insured. We shall not be bound to

give notice that the renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to You that may result to enhance Our risk under the guarantee hereby given. Any change in the risk will be intimated by You to Us. Nothing herein or otherwise shall affect Our right to impose any additional terms and conditions on renewal or restrict any renewal terms as to premium or otherwise.

- i. The policy shall be renewed only, once the insured comes back to India.

23. The **Standard list of Excluded Items** would be as per the Guidelines on Standardisation dated February 20, 2013.. In case of any variation, such specific list would be annexed along with the policy documents.

SI No	List of Expenses Generally Excluded ("Non-Medical") in Hospital Indemnity Policy	SUGGESTIONS (Payable/Non Payable)

24. Notices

Any notice, direction or instruction given under this Policy shall be in writing and delivered by hand, post, or facsimile to

In case of the Insured, at the address specified in Part I of the Schedule.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

25. Customer Service

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

26. **Free Look Up period**- You would be given a period of 15 days (Free Look Period) from the date of receipt of the Policy to review its terms and conditions. Where the Policy Holder disagrees to any of the terms or conditions of the Policy, he has the option to return the Policy stating the reasons for his objection, when he shall be entitled to a refund of the premium paid, subject only to a deduction of the expenses incurred by Us on medical examination of the Insured Person(s) and the stamp duty



charges. In case the request for cancellation comes 30 days after the Policy Period start date, pro-rata refund of premium would be paid to You

## 27. Grievances

In case the Insured is aggrieved in any way, the Insured may contact the Company at the specified address, during normal business hours.

If the issue still remains unresolved, Insured may, subject to vested jurisdiction, approach Insurance Ombudsman for the redressal of his/ her grievance.

The details of Insurance Ombudsman are available below:

<b>Ombudsman Offices</b>	
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Flr., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, LaneOpp.SaleemFunctionPalace A.C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Flr., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2nd Flr., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj,LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011

Punjab, Haryana, Himachal Pradesh, J & K, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009