

## **E Travel Value Policy Policy Wording**

### **DOMESTIC TRAVEL INSURANCE POLICY UIN- IRDA/NL-HLT/BAGI/P-T/V.I/461/13-14**

#### **IMPORTANT**

Please make sure you read and fully understand this Document before you travel from the Republic of India. Please also read carefully the full details of the procedure for obtaining assistance and claims. Failure to follow the instruction given could result in rejection of the claim

Whereas the Insured has made to Bajaj Allianz General Insurance Company Limited (Hereinafter called the "Company"), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured Subject always to the Sum Assured against such loss as is herein provided under the respective sections as per the policy schedule.

#### **PART A: OPERATIVE SECTION**

1. **Section I: PERSONAL ACCIDENT - Death**

The Company will pay the Sum Assured as specified in the Schedule if the Insured sustains Accidental Bodily Injury during his/her travel in India within the Policy Period and if such Bodily Injury within 12 months of the date on which it was sustained is the sole and direct cause of the Insured's Death.

2. **Section II: Emergency Accidental Medical Reimbursement**

The Company will indemnify the Insured up to the Sum Insured specified in the Schedule in respect of the reasonable Medical Expenses incurred by the Insured for medical treatment as an in-patient in a hospital in India necessitated as a result of Accidental Bodily Injury arising out an accident occurred during the travel with in India and within the policy period. The Company would also indemnify the insured for the hospitalization expenses incurred up to a maximum period of 30 days after the expiry of the policy if the accident resulting into hospitalization has occurred within the policy period and the hospitalization period begins within the policy period subject to the sum insured under this Section.

### **3. Exclusions applicable to Sections I to II.**

The Company is not liable for and no indemnity is available in respect of claims arising out of or howsoever connected to the following

- 3.1 All injuries that are existing at the time of commencement of this policy or any medical condition or complication arising directly or indirectly from it or disablement that existed before the commencement of the policy period (even if unknown to the insured) or for which care, treatment or advice was sought, recommended by or received from a Doctor.
- 3.2 The Company shall be under no liability to make payment in respect of any routine physical or other examination where there is no objective indication of impairment of normal health, and for medical treatment before the inception of this policy or for medical expenses relating to any Hospitalization primarily for diagnostic, X-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of accidental Bodily Injury for which Hospitalization is required.
- 3.3 Experimental, unproven or non-standard treatment
- 3.4 Circumcision, cosmetic or aesthetic treatments of any description, change of life surgery or treatment, plastic surgery (unless necessary for the treatment of accidental bodily injury)
- 3.5 The cost of spectacles, contact lenses, and hearing aids, crutches, dentures ,artificial limbs and all appliances/devices whether for diagnosis or treatment,
- 3.6 Dental treatment or surgery of any kind unless requiring Hospitalization as a result of accidental bodily injury to sound natural teeth.

- 3.7 The Company shall be under no liability to make payment hereunder in respect of any claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following where the insured is
- 3.7.1 Traveling against the advice of a Physician
  - 3.7.2 Traveling for the purpose of obtaining treatment
- 3.8 Convalescence, general debility, rest cure, congenital diseases or defects or anomalies
- 3.9 Suicide, attempted suicide or willfully self inflicted injury or illness, mental disorder, anxiety, stress or depression, alcoholism, drunkenness or the abuse of drugs, accidents whilst under the influence of intoxicating liquor or drugs.
- 3.10 Any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused.
- 3.11 The participation of the Insured in winter sports, mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, caving or potholing, hunting or equestrian, ski diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, professional sports or any other hazardous or potentially dangerous sport for which the Insured is either untrained, not physically fit or using improper equipment.
- 3.12 All expenses exceeding the specified limit of Sum Insured mentioned in the Schedule.
- 3.13 Due to Pregnancy, whether resulting or not resulting in child birth, mis-carriage, abortion or complications arising there from
- 3.14 Treatment by any other system other than modern medicine (also known as Allopathy).
- 3.15 Surgery to correct deviated nasal septum and hypertrophied turbinate
- 3.16 All expenses on treatment/ investigations under taken outside India or any accident which has occurred outside India.
- 3.17 All expenses which are not incidental to the treatment of the condition, which has resulted from Accident during the policy period

3.18 Any willful, malicious, criminal or unlawful act, error, or omission;

4. **Section IV: Loss of Checked Baggage**

The Company will pay the Insured up to the Section IV Sum Assured specified in the Schedule in respect of the complete and permanent loss or destruction of the Insured's Checked Baggage, save that the Company may, in its sole and absolute discretion, opt to reinstate or replace the Checked Baggage as an alternative to making payment to the Insured hereunder.

4.1 **Specific Conditions**

4.1.1. It is a condition precedent to the Company's Liability hereunder that upon discovering the loss of Checked Baggage the Insured shall obtain a relevant property irregularity report from the Airline and submit the same to the Claims Administrator in the event of a Claim.

4.1.2. Maximum Liability per baggage is 50 % of the limit and for any one item lost in respect of which the Claim exceeds Rs.6, 000/- or other currency equivalent must be supported by documentation evidencing the Insured's ownership of the same, and such documentation to be submitted to the Claims Administrator in the event of a Claim.

4.1.3 The Company's liability to make payment shall not arise until liability is admitted by the Airline.

4.1.4 The Company's payment to the Insured will be reduced by:

- i. Any payment made under Section V below, and
- ii. Any sum for which the Airline is liable to make payment.

5 **Exclusion Applicable to Section IV**

The Company shall be under no liability to make payment hereunder in respect of any Claim for Valuables.

6 **Section VI: Trip Delay:**

If the aircraft on which you are booked to travel from a city within India is delayed beyond 6 Hrs than the original schedule departure time, the sum mentioned in the schedule is paid.

6.1 However, the company will not pay for

- 6.1.1 for any departure which is delayed as a result of the insured or any other person who have arranged to travel with failing to check-in correctly as required by the airlines
- 6.1.2 for any delayed departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked
- 6.1.3 if the air craft is taken out of service on the instructions of the Civil Aviation Authority or similar authority

7. **Section VIII: Trip Cancellation:**

Subject to all other terms and conditions, the Company will indemnify the insured subject to limits shown in the schedule, for loss of ticket charges paid or contracted to be paid by the insured, which are not recoverable from any other source, following the necessary and unavoidable cancellation of the trip which was within India prior to its commencement because of:

- Death, serious injury or sudden sickness requiring minimum 48 hr hospitalization of insured or family member. ( For this purpose family member shall mean spouse / parent / sibling / in-laws of the insured )

8. **Section X: 24 Hrs Assistance**

This would include only services rendered by Bajaj Allianz General Insurance Company Health Administration Team (HAT), which are broadly as mentioned below:

- Medical referrals
- Medical Evacuation
- Case Managements
- Medical Advises
- Claims assistance
- Claims processing
- Arrangement for ambulance

**PART B: DEFINITIONS**

The following words or terms shall have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine shall include references to the plural and to the female wherever the context so permits:

1. An accident is a sudden, unforeseen and involuntary event caused by external, visible and violent means.



2. **Alternative treatments-** Alternative treatments are forms of treatments other than treatment "Allopathy" or "modern medicine" and includes Ayurveda, Unani, Sidha and Homeopathy in the Indian context.
3. **Any One Illness:** Any one illness means 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
4. **"Airline"** means a public airline that holds a proper license for the jurisdiction in which it operates and that operates scheduled flights for passengers and cargo.
5. **Bodily 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
6. **"Cashless Facility"** Cashless Facility means a facility extended by the insurer to the insured where the payments, of the costs 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 extend pre authorization approved.
7. **"Checked Baggage"** means the baggage offered by the Insured and accepted by an Airline for international transportation in the same aircraft as the Insured and for which the airline has provided a baggage receipt, and the contents of the baggage checked in by the Insured so long as such contents do not violate any Airline policy or rule restricting the nature of items that may be carried on board its aircraft.
8. **"Claim"** means a Claim under an operative part of this Policy in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and the Deductible shall be applicable to each section independently.
9. **Common Carrier-** Common Carrier means a person engaged in the business of collecting, storing, forwarding, or distributing goods, to be carried by goods carriage under a goods receipt or transporting for hire of goods from place to place by motorized transport, by road, water, air, for all persons indiscriminatingly in each case operated under a valid license issued by a concerned Government Authority, for transportation of passengers for hire.
10. **Condition Precedent-** Condition Precedent shall mean a policy term or condition upon which the Insurer's liability under the policy is conditional upon.

11. **Congenital Anomaly-** Congenital Anomaly refers to a condition(s) which is present since birth, and which is abnormal with reference to form, structure or position .
  - a. - Internal Congenital Anomaly which is not visible and accessible parts of the body is called Internal Congenital Anomaly
  - b. External Congenital Anomaly which is in the visible and accessible parts of the body is called External Congenital Anomaly.
12. **“Contribution”** Contribution is essentially the right of an insurer to call upon other insurers, liable to the same insured, to share the cost of an indemnity claim on a rateable proportion of Sum Insured. This clause shall not apply to any benefit offered on fixed benefit basis.
13. **Co-Payment-** A co-payment is a cost-sharing requirement under a health insurance policy that provides that the policyholder/insured will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.
14. **“Damages”** means monetary sums payable pursuant to judgements or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Indian Law.
15. **Day care centre-** A day care centre means any institution established for day care treatment of illness and / or injuries or a medical set -u p within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:- has qualified nursing staff under its employment has qualified medical practitioner (s) in charge has a fully equipped operation theatre of its own where surgical procedures are carried out- maintains daily records of patients and will make these accessible to the Insurance company’s authorized personnel.
16. **Day Care Treatment-** Day care treatment refers to medical treatment, and/or surgical procedure which is: i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and ii. Which would have otherwise required a hospitalization of more than 24 hours. Treatment normally taken on an out-patient basis is not included in the scope of this definition.

A detailed list of procedures considered under Day Care is attached with the policy wordings (refer annexure 1). For an updated list of Day Care Procedures kindly visit our website

17. **Daily Allowance:** Means the amount and period specified in the Schedule.
18. **Deductible**” 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 Daily Allowance policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
19. **Dental Treatment-** Dental Treatment is treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns extractions and surgery excluding any form of cosmetic surgery / implants.
20. **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.
21. **Disease**” means an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.
22. **Emergency Care-** Emergency care means management for a severe illness or injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the insured person’s health.
23. **“Hospitalization”** Hospitalization means admission in a Hospital for a minimum period of 24 hours In Patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
24. **“Home Burglary “** Home burglary means any act of actual, forcible and violent entry and or exit from the premises of the Insured with intent to commit an act of crime or theft.
25. **Illness-** Illness means 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 medical condition is a medical condition that can be cured by treatment.



- 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 rehabilitation or for you to be specially trained to cope with it - it continues indefinitely - it comes back or is likely to come back.
26. **Injury/ Bodily Injury**- 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.
27. **“Inpatient Care”** Inpatient care means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
28. **“Insurance Company / Claims Administrator”** means the person or organization named in the Schedule.
29. **“Insured”** means the person named in the Schedule.
30. **“Insured Journey”** means a single journey during the Policy Period to a destination outside of India, which is undertaken (departure and arrival) during the Policy Period.
31. **Intensive Care Unit**- 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.
32. **“Family”** means the Insured, insured’s spouse and 2 children. In the benefit of family visit family is indicated as the Insured’s spouse and children. However dependant parents can not be covered under this policy.
33. **Limit of Indemnity**-Limit of Indemnity represents Our maximum liability to make payment for each and every claim per person and collectively for all persons mentioned in the Schedule during the policy period and in the aggregate for the person(s) named in the schedule during the policy period, and means the amount stated in the Schedule against each Cover and subject to the limits specified.
34. **Hospital**- A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and

Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- a. has qualified nursing staff under its employment round the clock;
  - b. has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - c. has qualified medical practitioner(s) in charge round the clock;
  - d. has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - e. Maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
35. **"Loss of Eye"** means the total and irrecoverable loss of sight from either or both eyes.
36. **"Loss of Limb"** means the loss of one or both hands or one or both feet by permanent physical severance at or above the wrist or ankle, and includes the total and permanent loss of use of either or both hands or either or both feet.
37. **"Maternity Expense"** Maternity Expenses / treatment shall include the following Medical treatment expenses: (i) Medical Expenses for a delivery ( including complicated deliveries and caesarean sections) incurred during Hospitalization; (ii) The lawful medical termination of pregnancy during the policy period limited to 2 deliveries or terminations or either during the lifetime of the Insured Person; (iii) Pre- natal and post -natal Medical Expenses for delivery or termination.
38. **"Medical Advise"** Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription.
39. **"Medical Advisors"** mean the medical practitioners appointed by the Insurance Company / Claims Administrator.
40. **"Medical Evacuation"** means the removal of the Insured from abroad to a hospital within India where necessary medical care can be accorded to him, including medical care required en route.
41. **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 had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

List of non medical expenses is attached with the policy wordings (refer annexure 2). For an updated list of Day Care Procedures kindly visit our website.

42. **Medically Necessary** - Medically necessary treatment is defined as any treatment, tests, medications, or stay in hospital or part of a stay in hospital which-
  - a. is required for the medical management of the illness or injury suffered by the insured;
  - b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - c. must have been prescribed by a medical practitioner,
  - d. Must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
43. **Notification of Claim**- 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.
44. **“OPD Treatment”** OPD treatment is one in which the Insured visits a clinic/ hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a Day care or in patient.
45. A **Physician** is a person who holds a valid registration from the medical council of any state of India and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. “Physician” shall not include any member of the Insured’s family. Chiropractitioner stands excluded from the scope of the policy.
46. **Policy”** means the proposal, the Schedule, the Policy documents and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.
47. **“Policy Period”** means the period between:
  - a. The commencement date specified in the Schedule, being the date upon which the Insured first boards the mode of transportation by which it is intended that he shall finally leave India for the Insured Journey or the actual date upon which the Insured boards as aforesaid so long as that is within 14 days of the commencement date as specified in the Schedule, and
  - b. The expiry date specified in the Schedule (provided that this Policy shall automatically be extended for a period of 7 days if the completion of the Insured Journey is delayed

solely because of a failure of public transportation or other services upon which the Insured was reliant).

48. **Pre existing ailment or disease-** Any condition, ailment or injury or related conditions for which you had signs or symptoms, and /or were diagnosed, and / or received medical advice/ treatment within 48 months prior to the first policy issued by the insurer
49. **“Property Damage”** means actual physical damage to tangible material property belonging to a third party.
50. **Reasonable Charges-**Reasonable Charges means the charges for service or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of illness/ injury involved.
51. **Room Rent-** Room Rent shall mean amount charged by a hospital for the deductibles occupying of a bed and associated medical expenses.
52. **“Schedule”** means the schedule, and any annexure to it, attached to and forming part of this Policy.
53. **Sickness”** means a condition or an ailment affecting the general soundness and health of the Insured’s body that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.
54. **Subrogation-** 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.
55. **Suicide-** “Sui” means “self” and “cide” means “killing”, thus implying an act of self-killing. In short, a person committing suicide must commit it by himself, irrespective of the means employed by him in achieving his object of killing himself.
56. **“Sum Assured”** means the amount stated in the Schedule against each relevant Section, which shall be the Company’s maximum liability under this Policy (regardless of the number of the amount of Claims made) for any one Claim and in the aggregate for all Claims under such Section.
57. **Surgery-** 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.

58. **“Theft”** means whoever intending to take dishonestly any moveable property out of the possession of the Insured without Insured’s consent , moves that property in order to such taking with the intention to permanently deprive the Insured of that property is said to commit theft.
59. **“Valuables”** means:
- a. Electronic and electrical equipment including, but not limited to, photographic equipment, Audio equipment, video and/or televisual equipment, computers and/or organizers;
  - b. Binoculars, spectacles, sunglasses, or the like;
  - c. watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
  - d. Gold or silver or any precious metals or articles made from any precious metals; deeds, ATM Cards, credit cards, charge cards, bonds, bills of exchange, bank treasury or promissory notes, cheques, money, securities or any other negotiable instrument.
60. **Unproven/ Experimental treatment-** Unproven/ Experimental treatment is treatment, including drug experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven
61. **You, Your, Yourself/ Your Family** named in the schedule means the person or persons that We insure as set out in the Schedule.
62. **We, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.
63. **“Usual and Customary Level”** means medical charges that:
- a. Do not exceed the usual levy of charges for similar treatment or allied services, in the locality where such treatment or allied services have been obtained; and
  - b. Do not include charges that would not have been made if no insurance existed.
64. **Permanent Total Disablement:**  
Means Loss of the physical ability through an accidental injury resulting in to the following:
- a. loss of the sight of both eyes
  - b. physical separation of or the loss of ability to use both hands or both feet
  - c. physical separation of or the loss of ability to use one hand and one foot
  - d. loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot



Such Disability shall be calculated on basis of Disability Certificate from Civil Surgeon of Government Hospital stating the continuous and permanent disability with disability percentage.

65. "Pre Natal" Prenatal period (also known as antenatal care) refers to the regular medical and nursing care recommended for women during pregnancy

66. "Post Natal" Post natal period is the period beginning immediately after the birth of a child and extending for about six weeks

### **PART C: General Exclusions Applicable to All Sections**

10. The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
  - 10.1. The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
  - 10.2. War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
  - 10.3. The loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from:
    - 10.3.1 Ionizing radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
    - 10.3.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
    - 10.3.3 Asbestosis or any related Sickness or Disease resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or products thereof.
  - 10.4. The Insured's actual or attempted engagement in any criminal or other unlawful act.
  - 10.5. Any consequential losses.
  - 10.6. Pollution.

- 10.7. The insured engaging in air travel unless he flies as a passenger on an Airline. For the purpose of this exclusion, air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting there from following a flight

**PART D: General Conditions applicable to all sections**

11. **Notification of Claims**

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a Claim under any Section of this Policy, the Insured complies with the provisions set out below:

- 11.1 For all Claims, the Insured shall immediately notify the Insurance Company and obtain a Claim Form for completion and return to the Insurance Company / Claims Administrator along with supporting invoices and any other documentation or information that might be required or requested by the Insurance Company / Claims Administrator.
- 11.2 In case of accident the Insured or, if deceased, his legal or other representative, shall immediately notify the Insurance Company / Claims Administrator and provide him with the name of the Physician, the name and telephone number of the hospital at which treatment is being obtained, and the fact or matter giving rise to the need for medical treatment, and any other documentation or information that might be required or requested by the Insurance Company / Claims Administrator
- 11.3. The claim is to be filed along with the hospital bills/cash memos and other documents as mentioned below along with Claim form should be submitted to the Company within 30 days from the date of discharge from the Hospital
- (i) All original bills and receipts of Hospitalization expenses
  - (ii) Medical Certificate and Discharge card/summary
  - (iii) Any other documents to prove the cause upon which the claim is based
  - (iv) Any such additional information and assistance the Company may be required for processing the claim.

12. **Claims settlement:**

All Claims will be settled in India in Indian Rupees only.

13. **Reasonable Care:**

The Insured shall take all reasonable and proper steps to safeguard and protect himself and any fact, matter, circumstance or cause that might result in a Claim under this Policy, and shall not do or cause to be done anything that might enhance the likelihood of a Claim under this Policy (except in an attempt to save human life).

14. **Transfer of Interest:**

The Insured may not transfer his interest in this insurance, but his legal representatives may represent him in respect of Claim under this Policy if the Insured is incapacitated or deceased.

15. **Assessment of Claim & Payment:**

- 15.1 No sum payable under this policy shall carry interest
- 15.2 The Company shall be under no liability to make payment in respect of any Claim until such time as the Insured has provided them with whatever documentation and/or information as may be requested and established the quantum of any amount claimed to the Company's satisfaction.
- 15.3 If requested by the Company, the Insured shall (at his own expense) furnish all certificates, information, proofs or other evidence in support of the Claim, present himself for medical examination by a Medical Advisor as considered necessary by the Company, and the Insured agrees that the Company may approach anyone who may have treated the Insured for information and/or documentation in respect of the Claim.
- 15.4 Where the Insured is incapacitated or otherwise unable to give a valid release for the Claim the payments shall be made to the Assignee mentioned in the Schedule. In case of no Assignee the Company may make arrangements to pay the Claim to the Insured's legal guardian or legal representative. Any payment made by the Company thereby in good faith shall operate as a complete and effective discharge of the Company's liability in respect of the Claim.

16. **Arbitration:**

- 16.1 If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties 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 the arbitrators comprising of two arbitrators, one appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India.
- 16.2 It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.

- 16.3 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained
- 16.4 If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

17. **Fraud:**

If the Insured shall make or advance any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

18. **Cancellation:**

- 18.1 Policy is cancelled automatically with the cancellation of Air Deccan booking.
- 18.2 The policy cannot be cancelled if the insured journey has commenced.
- 18.3 Upon cancellation, the Company shall be entitled to deduct cancellation charges of Rs.30.

19. **Rescheduling of insurance policy validity:**

- 19.1 If the insured's journey is rescheduled with Air Deccan, then the policy period can also be rescheduled
- 19.2 The policy will cover 30 days from the rescheduled departure date.
- 19.3 Rescheduling can be done only once.

20. **Notifications & Declarations:**

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

21. **Subrogation:**

The Insured and any claimant under this Policy, shall at the expense of the company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company paying for or making good any loss or damage under this Policy whether such acts and things shall be or become necessary or required before or after the Insured's indemnification by the Company.

22. **Governing Law:**

The construction, interpretation and meaning of the provisions of this policy shall be determined in accordance with the laws of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this policy shall not be waived or changed except by endorsement issued by the Company.

23. **Entire Contract:**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term of this Policy or waive any of its provisions.

24. **Due Observance:**

The due observance of and compliance with the terms, provisions, warranties and conditions 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 the Company's liability under this Policy.

25. **Contribution:**

If, at the time of the happening of any loss or damage covered by this Policy there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.