

**ICICI LOMBARD  
EXPLORE INDIA DOMESTIC TRAVEL INSURANCE POLICY**

**Preamble**

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Part I of the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Capital Sum Insured/ appropriate benefit will be paid by the Company.

**Part I of the Schedule**

**Policy No.:**

**Issued At:**

**Agent:**

**Details of the Policy Holder**

Name :  
Place of Residence Address (Property address):  
Mailing Address :  
Pin Code :  
Telephone No :  
Mobile No :  
Date of Birth :  
Passport No / PAN No. / National ID No. :  
Nominee Name :

**DETAILS OF PERSONS INSURED**

<b>Sr. No.</b>	<b>Name</b>	<b>Date of Birth</b>	<b>Relationship with the Policy Holder</b>	<b>Nominee in the event of death</b>	<b>Pre-existing ailments history</b>	<b>Past Hospitalization / Medical treatment details</b>	<b>Family Doctor name, address &amp; contact details</b>
1.							
2.							
3.							
4.							
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6.							

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**Policy Details**

Policy Cover:

Plan Name:  
 Date of commencement of Insurance:  
 Date of expiry of Insurance:  
 Period of Insurance/Trip Particulars:  
 Maximum Trip duration (applicable for multi Trip cover):  
 Insured no. of Travel days:  
 Geographical Scope: Within the Country of Residence

Details of Trip:

From:	To:	Days:
From:	To:	Days:
From:	To:	Days:
From:	To:	Days:
From:	To:	Days:

Special Terms and Conditions:
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The details mentioned above including the information relating to the Pre-Existing Condition as also the history of the past Illness / Injury as supplied by the Insured have been taken as the basis of this Policy. In case of any variation, Insured shall approach the Company immediately. Failure on the Insured's part to supply all material particulars or suppression and/or misrepresentation of material facts by the Insured may render the contract void.

Sr. No.	Benefits	Sum Insured	Deductible
1	Medical Expenses (Includes Medical Evacuation Cost)	INR 100,000 to INR 10,000,000*	Up to INR 5000
	Extension I - Pre-Existing Illness Extension	Incl. in the SI for medical	INR 5000
	Extension II – Repatriation of Remains	Up to INR 500,000	NA
	Extension III - Daily Allowance In Case of Hospitalization	Up to INR 5,000 per day for max. 30 days	Up to 10 days
	Extension IV – Outpatient Medical Expenses (for illness)	10% of Medical Expenses Limit as a sublimit of Medical expenses	Up to INR 5,000
2	Dental Treatment	Up to INR 25,000	Up to INR 5,000
3	Total Loss of Checked-In Baggage	Up to INR 100,000	NA
4	Delay of Checked-In Baggage	Up to INR 25,000	Up to 48 Hours
5	Personal Liability	Up to INR 1,000,000,000	Up to 5% of Actuals
6	Personal Accident	Up to INR 10,000,000	NA
7	Hijack Distress Compensation	Up to INR 25,000 per day for maximum of 30 days	Up to 48 Hours
8	Financial Emergency Allowance	Up to INR 25,000	NA
9	Trip Cancellation & Interruption	Up to INR 5,000,000	NA
	Extension I - Reimbursement of Cost of	Up to INR 500,000	NA

	Transportation		
10	Trip Delay	Up to INR 5,000 per day, max. up to INR 100,000	Up to 48 hours
11	Missed Flight Connections	Up to INR 100,000	Up to INR 5,000
12	Fire Insurance -- Building	Up to INR 10,000,000	NA
	Fire Insurance -- Contents	Up to INR 5,000,000	NA
13	Burglary -- Contents	Up to INR 5,000,000	Up to INR 25,000
14	Bounced Booking of Airlines and Hotel	Up to INR 500,000	Up to INR 5,000
15	Compassionate Visit	Up to INR 250,000, daily allowance up to INR 2,500	NA
16	Emergency Hotel Extension	Up to INR 250,000	Up to INR 5,000
17	Loss of Checked-In Baggage and Personal Effects	Up to INR 100,000	Up to INR 5,000
18	Mediclaim Cover	INR 100,000 to INR 5,000,000	Up to INR 10,000

**Add on covers / Sum Insured enhancements availed of:**

Sr. No.	Benefits	Sum Insured	Deductibles

Date of Policy Issuance:

Premium Details:

Premium      Service Tax @12%    Education Cess @ 0.24%                      Nett Premium

Authorised Signatory

Signed for and on behalf of the ICICI Lombard General Insurance Company Limited, at on this date.

**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 1 of the Schedule, subject to the duration of any one Trip not exceeding the 'Maximum Trip Duration', as specified therein.

In the event of an Accident or sudden Illness or occurrence of any other contingency covered under the Policy, the Insured shall immediately contact the Help Line number and register his / her claim furnishing the necessary details. Failure of immediate intimation to the helpline may result in the Insured's claim being prejudiced and in no

case being admitted for more than 75% of the claim. No expenses however beyond a limit of INR 5,000 shall be incurred by the Insured without prior approval from the Company. This condition shall be applicable even in cases where the Insured would like to pursue his claim only on his return to his Place of Residence in spite of his meeting with the contingency covered herein whilst on his Trip.

**Contact ICICI Lombard 24hr Help Line number for assistance and registering your claim:  
Tel.: 1800 113 666 (Toll Free) or 011 4189 8868, Fax – +91 11 4189 8801, E-mail:  
travelclaims@icicilombard.com**

**Note:** Kindly acknowledge receipt of this Policy. In case you find any variations against your proposal or any discrepancy in the policy, kindly contact us immediately.

ICICI Lombard General Insurance Company Limited  
Zenith House, Keshavrao Khadye Marg, Opp. Mahalaxmi Race Course, Mahalaxmi,  
Mumbai - 400 034. Service Tax Reg. No. : GIS/Mumbai - I/1528/2001

## 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 unexpected physical event caused by external, visible and violent means, beyond the control of the Insured and resulting in an Injury.

**"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.

**"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 located. The limits of the city would be defined as the normal municipal limits

**"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.

**"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 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.

(iii) in so far as it relates to the rented vehicle shall mean and include any and all items belonging to and /or in the lawful custody of the Insured, being carried by him while traveling in the rented vehicle.

**"Country of Residence of the Insured"** means the country the Insured is normally residing in currently, and declared as part of the residential address of the Insured in Part I of the Schedule.

**"Deductible"** means the amount shown against the relevant item of the benefits table under Schedule I, which the Insured shall bear in respect of each claim or series of claims arising out of one event in relation to each of the coverage granted hereunder individually and independently, excess of which only shall become a liability for consideration under the Policy.

**"Family"** shall mean and include:

In relation to the "Family Plan", the Insured's lawful spouse below the age of 60 years; and dependent children, including step children and children legally adopted by the Insured below the age of 18 years, not exceeding in all four (4) in number.

In relation to the Trip Cancellation and Interruption Cover, the Insured's lawful spouse and his / her 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 loss of all travelers' cheques and 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.

**"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 traveling.

**"Hospital"** means any institution established for care and treatment of Injury or Illness and which has been registered as a Hospital or a Nursing Home or a clinic as per law rules and/or regulations applicable for the city, town or village where the contingency shall arise. The term shall not include a place of rest, a place for the aged, a place for drug-addicts or place of alcoholics, a hotel, health spa or massage center or the like.

**"Hospitalization"** means a minimum 24-hours stay in a Hospital to avail of medical treatment for an Injury or Illness, undergone as per the advice of a Medical Practitioner.

**"Illness"** means sickness or disease contracted and diagnosed during the Period of Insurance for which immediate medical treatment by a Medical Practitioner is necessary. Any one Illness for the purpose of this Policy shall mean any Illness contracted, including any re-occurrence of the same Illness once again within a period of 45 days from the date of recovery.

**"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 any physical bodily harm solely and directly caused by an Accident.

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

**"Insured"** shall mean and include the Policyholder and/or the Persons Insured, named in Part I of the Schedule, as the case may be.

**"Medical Practitioner"** means a person who is qualified to practice medicine or is a physician, surgeon or an anesthetist and has a valid license issued by the appropriate authority for the same, provided that this person is not an Immediate Family Member.

**"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.

**"Outpatient Treatment or OPD"** means the medical treatment taken by the Insured without getting admitted into a Hospital, 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, being a place other than the City of Residence.

**"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 Condition"** shall mean and include any chronic Illness and consequences of such chronic Illness existing and known to the Insured to be existing at the date of commencement of cover, even if the same had not been treated, and any other Illness existing as on the date of commencement of cover whether such Illness was treated or not.

**"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.

**“Traveling Companion”** means an individual or individuals traveling with the Insured during the Period of Insurance, provided that, the Insured and such individual(s) are traveling to the same destination on the same dates and provided that such individual(s) is/are also Insured under ICICI Lombard Explore India Domestic Travel Insurance Policy. 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 and include all domestic journeys, within the national borders of the Country of Residence of the Insured, 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.

**“Trip Completion / Completion of Trip”** shall in relation to Single Trip Policy mean the return of the Insured to the City of Residence and/or Place of Origin any time after the commencement of Trip with or without completing his / her scheduled travel plans. Provided that for a one way trip from the City of Residence and/or Place of Origin, to the Place of Destination, the Trip shall be deemed to be completed on the date of expiry of the cover. Provided further that for a Multi Trip Policy, the Multi Trip shall be deemed to be completed on the Trip 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.

**“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- MEDICAL EXPENSES COVER**



The Company shall indemnify the Insured for expenses reasonably incurred for medical treatment taken on account of any Illness contracted or Injury sustained 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 and / or Injury shall commence anytime during the Period of Insurance immediately after diagnosis of such Illness and / or Injury, unless in the event of Injury, the treatment shall be had in the City of Residence or Place of Origin immediately after completion of the Trip and in no case beyond the expiry of 30 days from the date of return to the City of Residence or Place of Origin.

Provided further that the Company's liability per Injury shall not exceed 30% of the maximum liability stated in the Part I of the Schedule where the treatment for such Injury shall be rendered to the Insured without any Hospitalization being involved.

The Company shall reimburse the following outpatient and inpatient medical 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, but not exceeding 10% of the aggregate of the amount payable under item 3 and 4 above for the said Illness / Injury.
6. Cost of ambulance or any other emergency transportation and evacuation services, including necessary medical care en-route, reasonably incurred forming part of the treatment for the Illness / Injury and certified as such by the Third Party Administrator of the Company.
7. Rehabilitation and/or physiotherapy expenses;
8. 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 or 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.

**ADDITIONAL COVERS (SUBJECT TO SPECIFIC ACCEPTANCE BY THE COMPANY AND ON INCORPORATION IN THE PART I OF THE SCHEDULE ACCORDINGLY)**

**EXTENSION I – PRE-EXISTING ILLNESS EXTENSION**

The Company shall indemnify the Insured for the medical expenses incurred by the Insured for the treatment rendered on an emergency basis as a life saving measure only, on the prior approval of the Third Party Administrator for any sudden, unexpected / unforeseen development attributable to any Pre-Existing Condition. The liability of the Company under this extension shall however be limited to the following Illnesses only:

1. Hypertension
2. Diabetes
3. Heart ailments
4. Cerebral Nervous System diseases
5. Chronic Obstructive Pulmonary diseases, including asthma etc.
6. Oncological diseases
7. Pregnancy related treatment.

The expenses payable by the Company under this Extension shall be limited only to the immediate treatment rendered, and the amount payable shall not exceed 100% of the Sum Insured per incident as specified in the Part I of the Schedule or 100% of the actual medical expenses incurred for the said emergency treatment, whichever is less.

#### **EXTENSION II – 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 subject to the maximum liability of the Company in respect of all claims coming under the head Medical cover during the Period of Insurance together with such cost of transportation of remains not exceeding the Sum Insured specified in Part I of the Schedule to this Policy.

#### **EXTENSION III – DAILY ALLOWANCE IN CASE OF HOSPITALIZATION**

In the event of Hospitalization of the Insured due to an Injury or Illness sustained or 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 Section I - Medical Expenses Cover 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 2 (two) days to avail of this Benefit.

#### **EXTENSION IV – OUT-PATIENT MEDICAL EXPENSES EXTENSION (FOR ILLNESS)**

The Company shall indemnify the Insured for the medical expenses incurred by the Insured for the treatment undertaken in the event of an Illness contracted by the Insured whilst on a Trip during the Period of Insurance and provided that such treatment, whether undertaken whilst on the Trip or immediately after the Completion of the Trip, does not involve any Hospitalization and is not undertaken in any case beyond the expiry of 30 days from the Completion of Trip. Also provided that the Company's liability per incident/ Any one illness shall not exceed 10% of the maximum liability stated in Part I of the Schedule.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 1 AND EXTENSIONS THEREIN - MEDICAL EXPENSES COVER:**

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 Condition, unless covered specifically under Additional Covers: Extension I – Pre-existing Illness Extension of the Medical Expenses Cover and if covered so, beyond what is provided for under the said Additional Cover.
2. Treatment of orthopedic, degenerative, or oncological diseases unless covered specifically under Additional Covers: Extension I – Pre-existing Illness Extension of the Medical Expenses Cover and if covered so, beyond what is provided for under the said Additional Cover.
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 unless covered specifically under Additional Covers: Extension I – Pre-existing Illness Extension of the Medical Expenses Cover and if covered so, beyond what is provided for under the said Additional Cover.
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:

1] Special claims provisions applicable to Benefit 1 – Medical Expenses Cover, Extension I – Pre-Existing Illness Extension, Extension III – Daily Allowance in case of Hospitalization & and Extension IV – Out-Patient Medical Expenses (for Illness) Extension

In the event of the Insured contracting any Illness / sustaining any Injury necessitating a treatment, he / she shall render 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 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.

2] Special claims provisions applicable to Additional Cover: Extension II – Repatriation of Remains

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 2 - 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.

### **EXCLUSIONS APPLICABLE TO BENEFIT 2 - 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 Condition;
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 2 – Dental Treatment

1. In event of the Insured contracting any Illness / sustaining any Injury necessitating a treatment in Hospital / nursing home, he / she shall render the particulars of insurance 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.
2. Documents to be submitted in support of the claim:
  - a. Medical reports and discharge summary issued by the Hospital furnishing the name of the Insured, period of treatment, details of treatment rendered.
  - b. 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 3 - TOTAL LOSS OF CHECKED IN BAGGAGE**

The Company shall indemnify the Insured for the value of the Checked-In Baggage totally lost whilst in custody of the Common Carrier during the period of journey in relation to 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 Place of Origin / 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 applicable individually and independently in case of Trip involving multi destinations en-route. 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.

**EXCLUSIONS APPLICABLE TO BENEFIT 3 - 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 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 total or partial damage to the Contents of the Checked-In Baggage.

#### **BASIS OF INDEMNITY FOR BENEFIT 3 - TOTAL LOSS OF CHECKED-IN BAGGAGE:**

The liability of the Company shall be determined based on the market value of the Contents of the Checked-In Baggage (excluding, however, the value of Valuables) as on the scheduled/expected date of delivery. In case of more than one Checked-In Baggage, the Company's liability in respect of any one baggage shall be limited to 50% of the maximum liability specified in the Schedule I of the Policy.

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 4 - Delay of Checked-In Baggage under the Policy.

In case the market value of any single item of the Contents (excluding Valuables) of a Checked-In Baggage shall exceed INR 2,500, the Company's liability shall be limited to INR 2,500 only.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 3 – Total 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**

1. Statement of claim furnishing the details of items contained in the Checked-In Baggage and the values thereof (excluding Valuables). Values of the items shall represent their market value after allowing for age and usage.
2. Property irregularity report issued by the Common Carrier.
3. Voucher of the Common Carrier for the compensation paid for the non-delivery / short delivery of the Checked-In Baggage.
4. Copies of correspondence exchanged, if any, with the Common Carrier in connection with the non-delivery / short delivery of the Checked-In Baggage.
5. In case of items of individual value equal to or more than INR 2,500 contained within the Checked-In Baggage, proof of ownership in the form of purchase bill (or any other proof to the satisfaction of the Third Party Administrator).

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 amount of claim received from the Company and at 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 4 - DELAY OF CHECKED IN BAGGAGE**

The Company shall pay 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 his / her 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. This benefit shall be paid by the Company only on delay of all Checked-In Baggages relating to the ticket of the Common Carrier issued in favour of the Insured.

Provided that such allowance for the Delay of Checked-in Baggage shall be paid only in event the delay is for more than the number of hours stated in the Deductible in the Part I of the Schedule.

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

No sum shall be payable in case of partial delivery of Checked-In Baggages and the delay being encountered only for the remaining part.

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.

The Company shall not however be liable in case of any delay in delivery by the Common Carrier of the Checked-In Baggage at the City of Residence or Place of Origin.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 4 - 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 4 – 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.

### **BENEFIT 5- PERSONAL LIABILITY**

The Company shall indemnify the Insured against legal liability for bodily 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 the insurance. 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 5- 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.
21. Any liability arising from a contingency occurring any where in the City of Residence and/or Place of Origin of the Insured.

#### **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 5- 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 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 (and any phrase or word contained therein) shall be interpreted in accordance with the Indian Law.

#### **CLAIMS PROCEDURE:**

##### **Claims provisions applicable to Benefit 5 – 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 bodily 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

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 6- Personal Liability.

#### **BENEFIT 6 - 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 6 - PERSONAL ACCIDENT**

The Company shall not be liable for:

1. 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
2. Amounts related to medical expenses;

3. 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:**

- (i) 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.
- (ii) Two times the Sum Insured as stated in Part I of the Schedule if the death of the Insured shall occur as a result of an Accident to the Common Carrier in which the Insured is traveling as a passenger.

##### **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:

- (i) 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;
- (ii) 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;
- (iii) The sight of one eye, or actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Sum Insured stated in Part I of the Schedule hereto shall be payable;
- (iv) Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Sum Insured stated in Part I of the Schedule hereto shall be payable.

Note:

- (i) For the purpose of clause (iii) and (iv) above, 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) 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 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 6 - PERSONAL ACCIDENT

1. Upon happening of any event, which is likely to give rise to a claim under this Benefit, 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 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 6 – 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:**

1. Medical reports giving the details of the Accident, nature of Injury and the extent of disability.
2. In case of death of the Insured, death certificate issued by the Medical Practitioner who attended on the Insured.
3. Postmortem certificate to be produced if required by the Third Party Administrator.
4. Police report in original in case the Accident shall have taken place in a public place or premises.
5. 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.

### **BENEFIT 7 - HIJACK DISTRESS COMPENSATION**

The Company shall compensate the Insured at the rate per day as specified in the Part I of the Schedule of the Policy incase 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 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 7 – Personal Accident under the provision applicable to the death of the Insured in an Accident to the Common Carrier in which the Insured is traveling as a passenger. Such compensation for death shall be independent of the Insured's eligibility for claim under this Benefit.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 7 - 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 7 – 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 8 - 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 compensate the actual loss not exceeding the Sum Insured as specified in the Part I of the Schedule. In order that the Insured shall be

entitled for this compensation 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 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 8 – FINANCIAL EMERGENCY ASSISTANCE**

1. 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.
2. 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.
3. 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 8 – 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 9 - 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:

1. Earthquake;
2. Storm, flood, inundation, cyclone, tempest;
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 the Insured's Trip; and

4. 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.

#### **ADDITIONAL COVER (SUBJECT TO SPECIFIC ACCEPTANCE BY THE COMPANY AND ON INCORPORATION IN THE PART I OF THE SCHEDULE ACCORDINGLY)**

##### **EXTENSION I – REIMBURSEMENT OF COST OF TRANSPORTATION**

In the event of cancellation of part of the Trip of the Insured covered hereunder, that necessitates the Insured's return back to the City of Residence or Place of Origin before completion of the Trip, and for which compensation to the Insured for the cancellation charges and the additional transportation expenses are paid under Benefit 9 – Trip Cancellation & Interruption, the Company shall reimburse the cost of tickets of the Common Carrier as actually incurred by the Insured to undertake the trip from the City of Residence or Place of Origin to the place where the Trip was interrupted and back to the City of Residence or Place of Origin of the Insured subject to the maximum Sum Insured specified in Part I of the Schedule. The loss reimbursed to the Insured under Benefit 9 – Trip Cancellation and Interruption (i.e. the additional transportation expenses) shall be discounted for determination of the amounts payable under this Extension.

The Company's liability under Extension I – Reimbursement of Cost of Transportation would be limited to the cost of the used tickets of the Common Carrier less any actual the additional transportation expenses reimbursed by the Company.

##### **EXCLUSIONS APPLICABLE TO BENEFIT 9 – TRIP CANCELLATION AND INTERRUPTION**

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.

No claim shall be payable by the Company under Extension I – Reimbursement Of Cost of Transportation,

1. If the claim is not admissible under BENEFIT 9 – TRIP CANCELLATION & INTERRUPTION;
2. If the duration and/or the destinations covered during Trip hereunder are completed up to or greater than 50%.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 9 – 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, 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, 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.

The Company shall pay the sum as specified in Part I of the Schedule per day or part thereof if the departure of the Insured shall be delayed at any intermediate places forming part of the Trip 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 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 the Insured's Trip; and
4. Personal contingencies like emergency Hospitalization treatment necessitated to the Insured or Insured's Immediate Family due to an unforeseen Illness or Injury;
5. Cancellation or rescheduling of flights done at the instance of the Common Carrier that causes delay;
6. Loss or theft of travel documents;

Compensation shall be payable under this Benefit provided that the Trip is delayed for more than 6 hours or the period as mentioned in Part I of the Schedule.

Provided that no Sum shall be payable by the Company for any delay should the place of delay also be the City of Residence or Place of Origin as specified in the Policy. And provided that the Company's liability under this Benefit shall be limited to only one delay encountered by the Insured during the entire Period of Insurance, irrespective of whether the Policy is Single Trip or Multi Trip Policy.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 10 – 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 10 – TRIP DELAY**

1. On the happening of the contingency covered under this Benefit, 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 10 – Trip Delay

In the event of any of the contingencies covered hereunder occurring at any place forming part of the Trip, other than the City of Residence or Place of Origin, 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, other than the City of Residence or Place of Origin, by the Common Carrier solely resulting from contingencies namely earthquake, storm, flood, inundation, cyclone, tempest & terrorism, duly completed claims form to be accompanied by, confirmation of delay of the Trip from the Common Carrier detailing the circumstances of delay.

In case the delay 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, 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 Family
- c. Report filed with the Police having jurisdiction over the place of loss reporting the loss travel documents and the application made for fresh travel documents.
- d. Declaration from the Insured that the travel documents have been recovered / returned to him / her with the date of such recovery / return or has not been recovered / returned or that the alternate travel documents have not been obtained within the period for which the indemnity shall be available under the policy.

### **11 - MISSED FLIGHT CONNECTIONS**

The Company shall pay a fixed 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 as per schedule any time during the Trip, arising out of and consequent upon the delayed arrival of the earlier flight 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 caused solely by the delay of the flight 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 during the Period of Insurance shall not exceed the Sum Insured specified in the Part I of the Schedule.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 11 – 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 11 – 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 11 – 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 flight 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 ongoing flight (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.

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 12 - FIRE AND ALLIED PERILS (HOME BUILDING & CONTENTS)**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the ICICI Lombard General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property Insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof:

1. Fire

Excluding destruction or damage caused to the property Insured by

- a. Its own fermentation, natural heating or spontaneous combustion.
- b. Its undergoing any heating or drying process.
- c. Burning of property Insured by order of any Public Authority.

2. Lightning

3. Explosion/Implosion

Excluding loss, destruction of or damage

- a. To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus( in which steam is generated) or their contents resulting from their own explosion/implosion,
- b. Caused by centrifugal forces.

4. Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

5. Riot, Strike and Malicious Damage

Loss of or visible physical damage or destruction by external violent means directly caused to the property Insured but excluding those caused by

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- e. If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.

Terrorism Damage Exclusion Warranty:

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of

terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation  
Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake " shall stand deleted).
7. Impact Damage  
Loss of or visible physical damage or destruction caused to the property Insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by
  - a. The Insured or any occupier of the premises or
  - b. Their employees while acting in the course of their employment
8. Subsidence and Landslide including Rock slide  
Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:
  - a. The normal cracking, settlement or bedding down of new structures
  - b. The settlement or movement of made up ground
  - c. Coastal or river erosion
  - d. Defective design or workmanship or use of defective materials
  - e. Demolition, construction, structural alterations or repair of any property of ground works or excavations.
9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
10. Missile Testing operations
11. Leakage from Automatic Sprinkler Installations  
Excluding loss, destruction or damage caused by
  - a. Repairs or alterations to the buildings or premises.
  - b. Repairs, Removal or Extension of the Sprinkler Installation.
  - c. Defects in construction known to the Insured.
12. Bush Fire  
Excluding loss destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the Sum expressed in the said Schedule to be Insured thereon or in the whole the total Sum Insured hereby or such other Sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

13. Earthquake (Fire and Shock)

Earthquake (Fire and Shock) Endorsement: It is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this policy, occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide / rockslide resulting therefrom.

Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

**(A) GENERAL EXCLUSIONS**

1. This Policy does not cover (not applicable to policies covering dwellings)
  - a. The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy
  - b. The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policy  
The Excess shall apply per event per Insured.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property Insured by
  - a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radio active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. Loss, destruction or damage caused to the Insured property by pollution or contamination excluding
  - a. Pollution or contamination which itself results from a peril hereby Insured against.
  - b. Any peril hereby Insured against which itself results from pollution or contamination
5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper Money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.



7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
8. Expenses necessarily incurred on
  - a. Architects, Surveyors and Consulting Engineer's Fees and
  - b. Debris Removal by the Insured following a loss, destruction or damage to the Property Insured by an Insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any Insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to Volcanic eruption or other convulsions of nature.
13. Loss or damage to property Insured if removed to any building or place other than in which it is herein stated to be Insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

## **(B) GENERAL CONDITIONS**

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part. PROVIDED such a fall or displacement is not caused by Insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were Insured under this policy. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-
  - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building Insured or containing the Insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
  - b. If the interest in the property passes from the Insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is Insured by or would, but for the existence of this policy, be Insured by any marine policy or policies except in respect of any

excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.

5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company

- a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.

- b. Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

(ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property Insured by this policy, the Company may

- a. Enter and take and keep possession of the building or premises 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 otherwise deal with the same.
- 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, and 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 requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. 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.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and 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 nor more than the Sum Insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstate or replace shall be deemed an election by the Company to reinstate or replace.  
If in any case the Company shall be unable to reinstate or repair the property hereby Insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such Sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.
10. If the property hereby Insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby Insured against 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 accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.
11. If at the time of any loss or damage happening to any property hereby Insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured 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 reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its 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 his indemnification by the Company.
13. 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 or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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.

14. Every notice and other communication to the Company required by these conditions must be written or printed.

15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective Sum Insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the Company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the Company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the Sum Insured as above.

#### **CLAIMS PROCEDURE: SPECIAL CLAIMS PROVISIONS APPLICABLE TO BENEFIT 12 - FIRE AND ALLIED PERILS (HOME BUILDING & CONTENTS)**

In the event of a contingency covered under this section, occurring during the period of insurance, resulting in loss or damage to the property covered hereunder, the Insured shall report to the Third Party Administrator and furnish the claims form duly completed in all particulars. The Insured shall render all his / her corporation 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 policy authority and forward the same to the Third Party Administrator immediately thereafter.

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

Documents to be submitted in support of the claim

1. First Information Report

2. Panchnama
3. Investigation Report by the Police
4. Fire Brigade Report
5. Estimate and final bills of repairers
6. Invoices of owned articles, if required by the Company
7. Legal opinion wherever required.
8. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

### **BENEFIT 13 - 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 actuals, 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 13 - 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 13 – 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 policy 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 14 - BOUNCED BOOKINGS OF AIRLINES AND HOTEL**

The Company shall reimburse the actual additional expenses / cost incurred by the Insured up to the Sum Insured specified in the Part I of the Schedule for alternative travel arrangements with a Common Carrier or for alternative accommodation in the event of the confirmed flight reservation for any part of the Trip bouncing at the sole instance of the airline or bouncing of the confirmed accommodation booking at place of stay being part of the Trip solely at the instance of the accommodation provider.

Provided that the Company's liability shall be in relation to the travel covered by such confirmed booking and in relation to accommodation in the same place of stay and also provided that the Company's liability to such additional expenses shall be in relation to the same class of travel and same category of accommodation as the case may be covered by the original confirmed bookings.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 14 – BOUNCED BOOKING OF AIRLINES AND HOTEL**

No claim shall be payable by the Company:

1. If the Insured shall fail to adhere to the rules of the airline or the accommodation provider in connection with reconfirmation of the booking before the date of travel or occupation as the case may be;
2. In connection with any waitlisted travel booking or accommodation booking irrespective of whether such bookings have been promised to be confirmed later;
3. If the confirmed accommodation shall be a personal arrangement free of charge;
4. Where the alternative arrangements for either the travel or the accommodation is provided by the airline or the accommodation provider as the case may be within 6 hours from the time of departure of the travel covered by the bounced booking or the time of commencement of stay covered by the earlier confirmed accommodation booking.

#### **TERMS & CONDITIONS APPLICABLE TO BENEFIT 14 – BOUNCED BOOKING OF AIRLINES AND HOTEL**

1. It is a condition precedent to admission of liability under this cover that the Insured shall take all steps to fix the primary responsibility for the bouncing of bookings both with the airline and / or with the accommodation provider and try to recover from them the consequential loss incurred by the Insured by way of additional expenses for alternative travel arrangement or alternative accommodation arrangement. Details of the steps taken by the Insured shall be furnished to the Company.
2. Any recovery towards additional expenses incurred for alternative travel or accommodation arrangement effected from the Common Carrier or accommodation provider as the case may be, if any, effected from the concerned agencies after settlement of the claim under the policy shall be remitted to the Company to the extent of the amount of claim admitted and paid by the Company to the Insured.

#### **CLAIMS PROCEDURE:**

Claims provisions applicable to Benefit 14 – Bounced Booking of Airlines and Hotel

In the event that the airline and/or the accommodation provider bouncing the booking of the Insured that was confirmed prior to the date of departure of the flight or the date of occupation of the accommodation as the case may be, at the sole instance of the said airline and / or the accommodation provider, the Insured shall immediately report the said bounced booking to the Third Party Administrator.

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

- (i) A declaration from the Insured that he / she has strictly complied with the rules laid down by the airline or accommodation provider as the case may be relating to the reconfirmation of the booking prior to the date of departure of the flight or occupation of the accommodation.
- (ii) A confirmation from the airline of the bounced booking solely at their instance and responsibility.
- (iii) A confirmation from the accommodation provider of the bounced booking solely at their instance and responsibility.
- (iv) Insured shall lodge his / her claim on the airline and / or the accommodation provider as the case may be for the additional charges that he / she might have incurred for which he / she has lodged a claim on this Company and in case of any recovery from the concerned agencies, shall return such recovery to the Company to extent of amount paid hereunder.

### **BENEFIT 15 - 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, 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 any person of the Family or near relatives.

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, however, shall in respect of any one event or all events of Hospitalization during the Period of Insurances shall not in total exceed the Sum Insured as specified in the Part I of the Schedule.

Exclusions Applicable to Benefit 15 – 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 Condition
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 15 – COMPASSIONATE VISIT:**

1. 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.
2. 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 15 – 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:

- (i) 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.

- (ii) 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.
- (iii) Original ticket used for the travel to and fro by the member of the Family or near relative.

#### **BENEFIT 16 – 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 Part I of the Schedule if the departure of the Insured shall be delayed at any intermediate places forming part of the Trip being other than the Place of Origin or City of Residence 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 place which forms a part of the Insured's Trip, other than the Place of Origin or City of Residence

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 travel documents.

Provided that no Sum shall be payable by the Company for any delay in relation to the place of delay should the place of delay be the Place of Origin or City of Residence as specified in the Policy and 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.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 16 – 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;
3. Arising out of an event or circumstance, which might have occurred prior to the commencement of the Period of Insurance;
4. 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;
5. Directly or indirectly caused by or contributed by:
  - c. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - d. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 16 – 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 16 – EMERGENCY HOTEL EXTENSION**

In the event of an unexpected delay in departure by the Insured occurring from any place of departure for travel being part of the Trip covered hereunder, other than the Place of Origin or City of Residence, the Insured shall immediately inform the Third Party Administrator 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 Extension, 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 Third Party Administrator 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 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;
5. 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.

## **BENEFIT 17 – LOSS OF CHECKED-IN BAGGAGE AND PERSONAL EFFECTS**

The Company shall compensate the Insured for the loss of Checked In Baggage occurring anytime after the delivery of the baggage is taken from the Common Carrier against surrender of the receipt of the Common Carrier, or in any case any time after the Insured leaves the exit gate of the airport/railway terminus/bus terminus , and anytime before the Checked In Baggage is once again checked-in in connection with furtherance

of the scheduled journey being part of the Trip, on actuals on declaration of such loss by the Insured, provided that, the overall liability under this Benefit shall be limited to the sum specified in the Part I of the Schedule hereunder.

The Company shall also compensate the Insured, for the loss of Contents of the baggage carried by the Insured as hand baggage, in case the mode of travel is by air. The cover in relation to hand baggage shall commence from the time the Insured shall have passed through the security at the airport at the place from which the Insured is boarding the plane and continue until the Insured completes or terminates his / her Trip covered hereunder. The compensation shall be relating to the loss of baggage as a whole, and shall be on actuals on declaration of such loss by the Insured, provided that the overall liability under this section shall be limited to the sum specified in the Part I of the Schedule hereunder.

Items, namely credit cards and travelers cheques (currency being excluded), driving license, car license, shall be independently and individually considered as a hand baggage for the purpose of compensation hereunder, provided that such compensation for anyone of these items shall be limited to the amount specified in the Part I of the Schedule hereunder, provided that the overall liability under this Benefit shall be limited to the sum specified in the Part I of the Schedule hereunder.

Should the lost Checked In Baggage or hand baggage be traced and delivered to the Insured, the Insured shall return to the Company the entire amount paid hereunder.

**EXCLUSIONS APPLICABLE TO BENEFIT 17 – LOSS OF CHECKED-IN BAGGAGE AND PERSONAL EFFECTS:**

The Company shall not be liable for the following:

1. Loss of Valuables;
2. Any loss of partial Contents of the Checked-In Baggage;
3. Any loss of partial Contents of the hand baggage other than however, credit cards and travelers cheques (currency notes/coins being excluded), driving license, car license, unless the hand baggage as a whole has been lost;
4. Loss of hand baggage other than owned and / or belonging to and / or in lawful custody of the Insured at the time when the Insured commenced the Trip covered hereunder;
5. Losses arising from any delay, detention, confiscation by customs officials or other public authorities;
6. Loss due to damage to either total or partial Contents of the Checked-In Baggage and of the hand baggage.

**BASIS OF INDEMNITY FOR BENEFIT 17 - LOSS OF CHECKED-IN BAGGAGE AND PERSONAL EFFECTS:**

The liability of the Company shall be the market value of the Contents of the Checked-In Baggage as on the expected date of delivery. In case of more than one Checked-In Baggage relating to the ticket of the insurance from Trip, the Company's liability in respect of any one baggage shall be limited to 50% of the maximum liability specified in the Schedule I of the policy.

In the event of the Checked-In Baggage originally reported lost being delivered by the Common Carrier subsequently, the Insured shall return in full the Sum paid if any by the

Company hereunder, provided that the Insured's eligibility for recovery of claim under the extension Delay of Checked-in Baggage, if given under the Policy, shall be considered separately.

In case the market value of any single item of the Contents of a Checked-In Baggage shall exceed INR 2,500, the Company's liability shall be limited to INR 2,500 only.

#### **CLAIMS PROCEDURE:**

Claims Provisions Applicable To Benefit 17 – Loss Of Checked-In Baggage And Personal Effects

In event of the Checked-In Baggage or hand baggage being lost by the Insured by accident or misfortune anytime during the period of coverage, the Insured shall immediately report to the Third Party Administrator of the Company. He / she shall also report the loss to the police authorities having jurisdiction over the place of loss, and to the appropriate authority of the Common Carrier or to the authorities of the hotel / guest house / accommodation provider depending upon the place of loss and get his / her complaint registered.

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

Duly completed claims form to be supported by:

1. Copies of the letter addressed to the Common Carrier, police authorities and hotel / guest house / accommodation provider with their acknowledgment;
2. Copy of the first information report lodged with the police in relation to the complaint;
3. Reply if any in original received from the above referred authorities;
4. Evidence as may be required by the Third Party Administrator for certification of the market value of the items lost whose individual value shall have exceeded INR 2,500.

#### **BENEFIT 18 - MEDICLAIM COVER**

The Company shall indemnify the Insured for the reasonable medical expenses incurred in the City of Residence or the Place of Origin towards Hospitalization on the advice of a registered Medical Practitioner in connection with any Illness contracted or Injury sustained in the City of Residence or the Place of Origin of the Insured during the Period of Insurance when in the midst of different domestic travels forming part of the Trip covered under the Policy and where the Insured shall be staying in the City of Residence or the Place of Origin , 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.

The Company shall pay / reimburse the following expenses:

1. Expenses towards Hospitalization which shall include:
  - a. Accommodation, board and nursing expenses;
  - b. Test and / or examination charges;
  - c. Medical Practitioner/ Physician / surgeon / anesthetic fees;
  - d. Cost of medicines provided by the Hospital / purchased from outside;
  - e. External medical appliances as prescribed by a registered Medical Practitioner as necessary and essential as a part of the treatment on actuals, but not

exceeding 10% of the aggregate of the amount payable under the Policy under item [c] and / or [d] above for the said Illness / Injury.

- f. Cost of ambulance or any other emergency transportation and evacuation services, including necessary medical care en-route, reasonably incurred forming part of the treatment for the Illness / Injury and certified as such by the Third Party Administrator of the Company.
2. Pre-hospitalization medical expenses incurred by the Insured at the City of Residence or the Place of Origin for a period not exceeding 30 days immediately preceding the Insured's admission to the Hospital and post-hospitalization medical expenses incurred by the Insured at the City of Residence or the Place of Origin for a period not exceeding 60 days immediately succeeding the date of the Insured's discharge from the Hospital, provided that, the entire period of pre-hospitalization and post-hospitalization as specified hereinabove falls within the Period of Insurance.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 18 – MEDICLAIM COVER:**

No claims shall be payable by the Company for the following:

1. Any medical expenses for the treatment of a Pre-Existing Condition;
2. Domiciliary treatment;
3. Treatment of orthopedic, degenerative, or oncological diseases;
4. Treatment for any dental Illness / Injury;
5. Any costs incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution;
6. Charges for test and / or examination of any kind not consistent with or incidental to the diagnosis and / or treatment either in a Hospital / nursing home, or as an outpatient;
7. Medical charges incurred within 30 days of inception date of the Policy except those that are incurred as a result of bodily Injury caused by an Accident. This exclusion doesn't apply for subsequent renewals of the Policy with the Company without a break.
8. Expenses incurred on treatment of following diseases within the first two years from the commencement of the Policy, will not be payable:
  - a. Cataract
  - b. Benign Prostatic Hypertrophy
  - c. Myomectomy, Hysterectomy unless because of malignancy
  - d. Hernia, Hydrocele
  - e. Fistula in anus, piles
  - f. Arthritis, gout, rheumatism
  - g. Joint replacements unless due to Accident
  - h. Sinusitis and related disorders
  - i. Stones in the urinary and biliary systems
  - j. Dilatation and curettage
  - k. Skin and all internal tumors/ cysts/nodules/ polyps of any kind including breast lumps unless malignant/adenoids and hemorrhoids
  - l. Dialysis required for chronic renal failure
  - m. Surgery on tonsils, adenoids and sinuses
  - n. Gastric and Duodenal ulcers

In case the above Illnesses are not pre-existing at the commencement of this policy, then this exclusion shall cease to apply if the Insured has taken Healthcare Policy from the Company and has been covered under the policy, without a

break, for a period of 2 consecutive years immediately preceding the Period of Insurance.

In case the above Illnesses are Pre-existing Condition at the commencement of this Policy, then this exclusion shall cease to apply if the Insured has taken a Healthcare Policy from the Company, without a break, for a period of 4 consecutive years immediately preceding the Period of Insurance.

9. No claim shall be payable for the following:
- a. Any physical, medical or mental condition or treatment or service, which is specifically, excluded in the Policy in Part I of the Schedule under Special Conditions.
  - b. Routine medical, eye and ear examinations, cost of spectacles, laser surgery, contact lenses or hearing aids, vaccinations, issue of medical certificates and examinations as to suitability for employment or travel.
  - c. Internal congenital Illness
  - d. Suicide or self-inflicted Injury;
  - e. Alcohol or Drug Abuse
  - f. Illness or Injury whilst performing duties as a serving member of a military or a police force.
  - g. Treatment relating to birth defects and external congenital Illnesses.
  - h. All dental treatment unless due to Accident.
  - i. Treatment traceable to Pregnancy and Childbirth, abortion and its consequences, tests and treatment relating to infertility and invitro fertilization. This will not apply to Ectopic Pregnancy proved by diagnostic means and is certified to be life threatening by the Medical Practitioner.
  - j. Birth control procedures and hormone replacement therapy.
  - k. Prosthesis, corrective devices and medical appliances which are not required intra-operatively or for the Illness for which the Insured was hospitalized.
  - l. Treatment of mental Illness, stress, psychiatric or psychological disorders, Aesthetic treatment, Cosmetic surgery and Plastic surgery unless necessitated due to Accident or as a part of any Illness.
  - m. Circumcision unless necessary for treatment of a diseases or necessitated due to an Accident.
  - n. Vaccination and inoculation of any kind.
  - o. Any Sexually transmitted diseases. Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex syndrome (ARCS) and all diseases caused by and/ or related to the HIV.
  - p. The performance of hazardous sports of any kind.
  - q. Treatment by a Family member and self-medication or any treatment that is not scientifically recognized.
  - r. Flying other than as a passenger on a scheduled regular carrier.
  - s. Any criminal act.
  - t. War invasion, act of foreign enemies, hostilities (whether declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, riot, strike, lockout, military or popular uprising, civil commotion martial law, loot, sack, pillage, terrorism or any terrorist acts.
  - u. Any losses directly or indirectly due to contamination due to any act of terrorism, regardless of any contributory causes (if the insurer alleges that by reason of these exclusion any loss is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.
  - v. Nuclear weapons, materials ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

- w. Experimental and unproven treatment, diagnostic tests and treatment not consistent with or incidental to the diagnosis and treatment of any Illness or Injury for which Hospitalization is required.
- x. Costs of donor screening or treatment including surgery to remove organs from a donor in case of transplant surgery
- y. Non- allopathic treatment.
- z. Treatment taken at home or received outside the City of Residence and/or the Place of Origin of the Insured.
- aa. Treatment taken from persons not registered as Medical Practitioners under respective medical councils.
- bb. Vitamins and Tonics, Treatment of obesity, general debility, convalescence, run-down condition and rest cure.

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 18 – MEDICLAIM COVER:**

1. When and How to Claim - It is a condition precedent to the Company's liability that upon the discovery or happening of any Illness or Injury that may give rise to a claim under this Policy, the Insured or (if the Insured is incapacitated or a minor, then the Insured/Policy holder) shall undertake to do the following:
2. Claim Notification – The Insured shall give immediate notice to the appointed Third Party Administrator by calling the toll free number as specified in the Health Card provided to the Insured under this Policy and also in writing at the address shown in the schedule with particulars as below:

Policy Number, name of the Insured Person availing treatment, Policy holder's relation to the Insured Person, nature of Illness/ Injury, name and address of the attending Medical Practitioner / Hospital and any other relevant information.

3. This information needs to be provided to the Company immediately and prior to availing treatment and in any case within 7 days, failing which the TPA / Company has the right to treat the claim as inadmissible or to pay a maximum of 80% of the admissible amount, as they may deem fit in their sole discretion.
4. Prior Authorization - For Cashless Hospitalization, the Insured must contact the Third party Administrator at least 48 Hours before a planned Hospitalization. In an emergency situation the Third Party administrator should be contacted within 24 hours of Hospitalization.
5. Claim processing - The Third Party administrators appointed by the Company will process the claim on behalf of the Company and make all payments. The Company requires the Policy holder or the Insured to deliver to the Third Party Administrator at their own expense, within 30 days of the Insured's discharge from Hospital (for post-hospitalization expenses, completion of post hospitalization period or completion of treatment which ever is earlier), any and all information and documentation concerning the claim or the Company's liability for it, including but not limited to:
  - a. Duly filled claim form(s).
  - b. Original bills, receipts and discharge certificate/card from the Hospital/Medical Practitioner.
  - c. Original bills from chemists supported by proper prescription.
  - d. Original Investigation test reports and payment receipts.
  - e. Medical Practitioner's referral letter advising Hospitalization in non-accident cases.



- f. Any other document as required by the Company/ Third Party Administrator.

If so requested by the Company, the Insured will have to submit to a medical examination by the Company's or Third Party Administrator's empanelled Medical Practitioner as often as the Company considers necessary. In event of Insured's death, written notice accompanied by a copy of the post mortem report (if any) should be given to the Company within 14 days regardless of whether any notice has been given to the Company. In addition, the Company shall have the right to require an autopsy in case of the death.

- 6. Payment of Claims:
  - a. Any relapse of the Illness or Injury covered under the Policy within 45 days of the date when the Insured was last treated by the Medical Practitioner shall be deemed to be the part of the same claim.
  - b. No indemnity is available for any period of less than 24 hours spent by the Insured in a Hospital except in the case of Specified Treatment.
  - c. The Company's obligation to make payment for cataract surgery shall, subject always to the limit of indemnity, of Rs. 20000/- for each eye.

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

The Company shall not liable for any loss or damage for/in event:

- 1. Any claim relating to events occurring before the commencement of the Trip covered hereunder and any time after the completion of the Trip at City of Residence or the Place of Origin mentioned hereunder, provided however that, in relation to the Mediclaim Coverage this exclusion shall be modified to mean that the Company shall not be liable for losses attributable to any Illness, Injury or sickness occurring prior to the date of commencement of this Policy or after the expiry date of 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. In so far as it relates to the benefits numbers 1 (Medical Cover), 2 (Dental Cover), 5 (Personal Liability), 6 (Personal Accident), 9 (Trip Cancellation & Interruption), 10 (Trip Delay), 15 (Compassionate Visit), 16 (Emergency Hotel Extension), 18 (Mediclaim Cover) and 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 so far as it relates to the benefits numbers 1 (Medical Cover), 2 (Dental Cover), 5 (Personal Liability), 6 (Personal Accident), 9 (Trip Cancellation & Interruption), 10 (Trip Delay), 15 (Compassionate Visit), 16 (Emergency Hotel Extension), 18 (Mediclaim Cover), and any claim arising from any intentional self-Injury, suicide or attempted suicide, intoxication by liquor or drugs.

5. Involvement or participation directly or indirectly in murder, or criminal assault or the like;
6. Involvement or participation in activities that are against local laws, rules and/ or regulations specified by any government agency.
7. In so far as it relates to the benefits numbers 1 (Medical Cover), 2 (Dental Cover), 5 (Personal Liability), 6 (Personal Accident), 9 (Trip Cancellation & Interruption), 10 (Trip Delay), 15 (Compassionate Visit), 16 (Emergency Hotel Extension), 18 (Medicclaim Cover), any claim arising 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.
8. Illness and Accidents 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;
9. Any claim 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.
10. In so far as it relates to the benefits numbers 1 (Medical Cover), 2 (Dental Cover), 5 (Personal Liability), 6 (Personal Accident), 9 (Trip Cancellation & Interruption), 10 (Trip Delay), 15 (Compassionate Visit), 16 (Emergency Hotel Extension), 18 (Medicclaim Cover), 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.

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

1. The Policy in so far as it relates to a single Trip, shall be initially issued for a maximum period of 180 days only. Extension of the Policy shall, if required, be granted at the sole discretion of the Company, provided that, such extension shall be considered once only and that the period of extension shall in no case exceed 180 days. Further, no extension of the Policy beyond the initial period shall be considered in respect of those benefits under which claims shall have been reported by the Insured during the initial Period of Insurance. Rendering of the format for the extension of cover duly completed and submission of complete particulars of claims if any reported by the Insured or pending report by the Insured for contingencies occurring during the initial Period of Insurance shall be a condition precedent to

consideration by the Company of the extension of insurance beyond the initial period.

2. The insurance under the Policy shall not attach to any Trip that shall have commenced prior to the date of commencement of Insurance under the Policy.
3. Cancellation of the Policy - At the request of the Insured, the Policy will be cancelled any time prior to the date of expiry mentioned in the Policy subject to the following conditions:
  - a. No request for cancellation shall be entertained nor shall the Policy be cancelled, unless such request is in relation to the Trip covered under the Policy in advance of the date of expiry of the cover.
  - b. No cancellation shall be effected unless the unexpired period of the cover exceeds 15 days;
  - c. In the event of cancellation of the Policy, the Company in addition to retaining proportionate premium for the expired portion of the cover shall also retain a sum of Rs. 300/- towards cancellation charges for the Policy before refunding the premium which the Insured is eligible hereunder;
  - d. No cancellation of this Policy 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.
4. 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.
5. 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.

## **CLAIMS**

### **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.

In India – 1800 113 666 (Toll Free and Accessible in India only) or +91 11 4189 8868 (Call Back Facility)  
Fax – +91 11 4189 8801  
E-mail – [travelclaims@icicilombard.com](mailto:travelclaims@icicilombard.com)

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.
9. Obligations of the Insured:
  - a. 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 home, or in the event of death, after transportation of the mortal remains/ burial.
  - b. 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.

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

10. Transfer and Set-off of Claims:

- a. 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.
- b. 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.
- c. Claims to the insurance benefits may be neither pledged nor transferred by the Insured.

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

### **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 Insurance 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. Electronic Transactions

The Insured agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured agrees that the Company may exchange, share or part with any information to or with other ICICI Bank Group Companies or

any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use application.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

#### 20. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered post Acknowledgment Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.

#### 21. 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.

#### 22. 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.

#### 23. Renewal notice

The Company shall not be bound to accept any renewal premium nor give notice that such 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 the Insured that may result to enhance the risk of the Company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

#### 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.

In case of the Company:

ICICI Lombard General Insurance Company Limited Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400 034.

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. Grievances**

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