

# International Travel Insurance

## Preamble

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in Part I of the Policy (hereinafter referred to as Policy Schedule), 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 Policy Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, that on proof to the satisfaction of the Company of the compensation having become payable as set out in the Policy 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 Sum Insured/ appropriate benefit will be paid by the Company.

## PART II OF THE POLICY

### DEFINITIONS

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

Where the context so requires, references to the singular shall also include references to the plural and references to any gender shall include references to all genders. Further any references to statutory enactment include subsequent changes to the same.

**"Accident"** shall mean 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.

**"Air Travel"** shall mean travel by an airline/aircraft, licensed by the competent authority for carriage of passengers.

**"Any One Illness"** shall mean continuous period of illness including relapse within 45 days from the date on which the Insured Person last obtained medical treatment or consulted a Medical Practitioner and for which a claim has been made under the Policy,

**"Assistance Service Provider (ASP)"** 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.

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

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

**"Checked-In Baggage"** shall mean 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.

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

**"Company"** shall mean the ICICI Lombard General Insurance Company Limited.

**"Common Carrier"** shall mean 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"

- a) In so far as it relates to household (Contents of Property insured), it shall mean the following equipments not used for business

purposes and owned by the Insured or his family or for which the Insured and/or his family is legally responsible for –

electronic equipment, household appliances, household goods such as furniture, kitchen utensils, fixtures, fittings and interior decorations;

personal effects such as clothes and other articles of personal nature likely to be worn used or carried but excluding money but including jewelry and valuables. The term shall exclude cash and/or currency and/or cheques;

- b) in so far as it relates to Checked-In Baggage, it shall mean and include any and all items other than Valuables contained in the Checked in Baggage.
- c) in so far as it relates to the rented vehicle, it 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"** shall mean the country, Insured is normally residing in currently, and declared as the Residential Address of the Insured in the Policy Schedule. It need not be the same as the country of origin of the Insured or the country whose citizen the Insured is.

**"Deductible"** shall mean the amount shown against the relevant item of the benefits table under Policy Schedule, 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.

**"Disease"** shall mean an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself during the Period of Insurance and for which immediate treatment by a Medical Practitioner is necessary.

**"Financial Emergency"** shall mean a situation faced by the Insured wherein the Insured Person accidentally loses all or a substantial amount of Money (money, travelers cheque or credit cards issued in favour of the Insured) available with him and needed for proceeding with his next schedule of activities and more particularly proceeding with his Trip further. The term shall not include cases where immediate financial support would be available to him from any alternative source on request. The term shall also not mean any emergency situation encountered by him by causes other than all or substantial loss of Money. The term shall even 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.

**"Hazardous Activities"** shall mean any sport or activity, which is potentially dangerous to the Insured Person whether he/she is trained, or not. Such sport/Activity includes Adventure racing, Base jumping, Balthlon, Big game hunting, Black water rafting, BMX Stunt/ Obstacle riding, Bobsleighbing/ using Skeletons, Bouldering, Boxing, Canyoning, Caving/ Pot holing, Cave tubing, Climbing/ Trekking/ Walking over 4,000 meters, Cycle Racing, Cyclo cross, Drag racing, Endurance testing, Hang gliding, Harness racing, Hell Skiing, High diving (above 5 meters), Hunting, Ice Hockey, Ice speedway, Jousting, Judo, Karate, kendo, Lugging, Manual Labour, Marathon running, Martial Arts, Micro – lighting, Modern pentathlon, Motor cycle racing, Motor rallying, Mountaineering/ Rock climbing, Parachuting, Paragliding/ Parapenting, Piloting aircraft, Polo, Powerlifting, Power boat racing, Quad biking, River boarding, River boardings, River bugging, Rodeo, Roller hockey, Rugby, Ski acrobatics, Ski doo Ski jumping, Ski racing, Sky diving, Small bore target shooting, Speed trials/ Time trials, Triathlon, Water Ski jumping, Weight Lifting, Wrestling and activities of similar nature

**"Hijack"** shall mean 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"** shall mean 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 country 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"** shall mean 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"** shall mean sickness or Disease contracted and diagnosed during the Period of Insurance for which immediate medical treatment by a Medical Practitioner is necessary.

**"Immediate Family Member"** shall mean an Insured Person's lawful spouse; children including stepchildren and children legally adopted by the Insured (below 18 years); sister(s), brother(s), parents, sister(s) in law, brother(s) in law; parents; parents-in-law; legal guardian; ward; step-parents.

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

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

**"Insured / Insured Person"** shall mean the individual(s) whose name(s) are specifically appearing as such in the Policy Schedule.

**"Insurable Event"** shall mean an event, loss or damage for which the Insured shall be compensated under this Policy.

**"Life Threatening Medical Condition"** refers to a medical condition suffered by the insured which has the following characteristics:

1. Markedly unstable vital parameters (blood pressure, pulse, temperature and respiratory rate)
2. Acute impairment of one or more vital organ systems (involving brain, heart, lungs, Liver, Kidneys and pancreas)
3. Critical care being provided, which involves high complexity decision making to assess, manipulate and support vital system function(s) to treat single or multiple vital organ failure(s) and requires interpretation of multiple physiological parameters and application of advanced technology
4. Critical care being provided in critical care area such as coronary care unit, intensive care unit, respiratory care unit, or the emergency department.

**"Missed Flight"** shall mean the failure of the Insured to travel by a flight being part of the Trip as per the Policy 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.

**"Medical Expenses"** means the necessary, Reasonable and Customary Charges incurred by the Insured for the medical treatment of the Illness or Injury and includes the costs of the stay in the Hospital, surgical treatment, treatment and care by medical staff, Medical Practitioner's fees, medicines and consumables including or any expenses incurred on account of treatment by the Medical Practitioner.

**"Medical Practitioner"** shall mean 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 of the Insured.

**"Minor Child (ren)"** are the child(ren) of the Insured including stepchild/stepchildren of the Insured and child/ children legally adopted by the Insured below the age of 18 years.

**"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"** shall mean in relation to a:

1. Multi Trip, the period between
  - Date of Commencement of Insurance cover mentioned in the Policy Schedule, being the date on which the Insured first boards the mode of transportation by which it is intended that he shall finally leave the Country of Residence for the insured Trip and
  - Date of expiry of Insurance cover as mentioned in the Policy Schedule or the actual date on which the Insured returns to the Country of Residence or full utilization of the maximum number of travel days, whichever is earlier

Subject to maximum trip duration as mentioned in the Policy Schedule.

2. Single Trip, the period between
  - Date of Commencement of Insurance cover mentioned in the Policy Schedule, being the date on which the Insured first boards the mode of transportation by which he finally leave the Country of Residence for the insured Trip, and
  - Date of expiry of insurance cover as mentioned in the Policy Schedule or the actual date on which Insured returns to the Country of Residence, whichever is earlier.

**"Policy"** means Insured's proposal, the Policy Schedule and other parts of the Policy, Company's covering letter to the Insured and any endorsement attaching to or forming part hereof, either at inception or during the Period of Insurance.

**"Pre-Existing Condition"** shall mean and include any Illness and consequences of such Illness existing or known to the Insured to be existing at the Date of Commencement of Insurance cover, even if the same had not been treated.

**"Policyholder"** means the person(s) or the entity named in Policy Schedule to this Policy who executed the Policy Schedule and is (are) responsible for payment of premium(s).

**"Reasonable & Customary Charges"** means a charge which a) is charged for medical treatment of Illness or Injury, supplies or medical services that are medically necessary, as certified by the Medical Practitioner for the treatment of such Illness or Injury; b) do not exceed the level of charges that are charged on average basis, for similar medical treatment, supplies or medical services in the locality where the expenses are incurred when compared with comparable providers only; and c) do not include charges that would not have been made if no insurance existed.

**"Sum Insured"** means the maximum amount of coverage, as specified against each benefit in the Policy Schedule which represents the maximum liability of the Company for any and all claims made during the Period of Insurance under that Benefit

**"Terrorism/Terrorist Incident"** means any actual or threatened use of force or violence directed at or causing damage, Injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared or not. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist activity. Terrorism shall also include any act, which is verified or recognized by the relevant Government as an act of terrorism.

**"Travel Agent"** means an agent, tour operator, or other entity from which the Insured purchases his travel arrangements, and includes all officers, employees, and affiliates of such agent or tour operator.

**"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 the 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 part of the Insured's Immediate Family Member as defined herein.

**"Trip"** shall mean and include all journeys abroad undertaken from a port at the

Country of Residence of the Insured and return to any first port in the Country of Residence of the Insured, except as specifically defined elsewhere under this Policy.

“**Single Trip**” shall mean and include one Trip undertaken by the Insured during the Period of Insurance from the Country of Residence of the Insured on or after the date of commencement of the cover and returning to the Country of Residence of the Insured on or before the expiry of the cover.

“**Multi Trip**” shall mean one or more Trips undertaken by the Insured during the Period of Insurance from the Country of Residence of the Insured and back, subject to Maximum Trip Duration as specified in the Policy Schedule.

“**Trip Duration**” means the length of time period commencing from the date when the Insured travels out of the Country of Residence of the Insured and ending on the date of return to any first port of the Country of Residence of the Insured, both days inclusive and calculated according to the local time of the Country of Residence of the Insured.

“**Valuables**” shall mean and include photographic, audio, video, painting, 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 compensate the Insured for any loss or damage sustained or incurred by such Insured and as described under different Benefits hereunder but not exceeding the Sum Insured as applicable to the respective Benefits as specified in the Policy Schedule.

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

### **BENEFIT 1- MEDICAL COVER**

The Company shall indemnify the Insured for the Medical Expenses reasonably incurred by the Insured for medical treatment undertaken 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 the Policy 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.

The Company may, at its sole discretion, and subject to concurrence of the Insured, even allow the Insured to avail the treatment for said Illness or Injury in the Country of Residence of the Insured. In such cases, the Company shall compensate the Insured for the Medical Expenses incurred by the Insured, for a maximum of 30 days, from the date of return to the Country of Residence of the Insured or policy expiry date whichever is earlier and also for the cost of journey incurred by the Insured for self as well as for an accompanying attendant (only if medically necessary and prescribed by treating Medical Practitioner) from the place of Illness or Injury abroad to the Country of Residence of the Insured by the Common Carrier, subject to the overall liability of the Company not exceeding the amount, had the treatment been taken at the place where the Illness was contracted or Injury suffered or the Sum Insured under this benefit, whichever is less. In no case shall the Company be liable for the expenses incurred by the Insured at his Country of Residence without prior approval from the Company.

Medical Evacuation: The Company shall also indemnify the Insured for the cost incurred for an ambulance or any other transportation and evacuation services, including necessary medical care en-route, reasonably incurred forming part of the treatment for any Illness contracted or Injury sustained whilst on Trip during the Period of Insurance. These transportation expenses would be limited to transporting the Insured from the place of contracting/sustaining Illness/Injury to the nearest appropriate Hospital. Provided that such cost are certified and authorized by the Assistance Service Provider of and/or by the Company.

The Deductible amount as mentioned against Benefit 1 in the Policy Schedule shall be applicable.

## **ADDITIONAL COVERS (SUBJECT TO SPECIFIC ACCEPTANCE BY THE COMPANY AND ON INCORPORATION IN THE POLICY SCHEDULE ACCORDINGLY)**

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

It is hereby declared and agreed that notwithstanding anything to the contrary contained in the Policy, the scope of cover under the Policy is extended to cover Medical Expenses incurred by the Insured for the treatment rendered in a Life Threatening Medical Condition, on the prior approval of the Assistance Service Provider, for any sudden, unexpected, unforeseen development attributable to any Pre-Existing Condition(s), subject to the following:

- i. The treatment for these emergency measures would be paid till the Insured becomes medically stable or is relieved from acute pain. All further medical cost to maintain medically stable state or to prevent the onset of acute pain would have to be borne by the Insured.
- ii. The Liability of the Company under this extension will be equal to the actual Medical Expenses incurred by the Insured for such treatment or the Sum Insured as specified against this extension in the Policy Schedule, whichever is lesser
- iii. The Deductible amount as mentioned against Benefit -1 in the Policy Schedule shall be applicable.

Subject otherwise to the terms, conditions and exclusions applicable to the Policy

### **EXTENSION II – REPATRIATION OF REMAINS**

In the unfortunate event of the death of the Insured whilst abroad during the Period of Insurance, the Company shall, reimburse the nominee, the costs incurred for transporting the remains of the deceased Insured back to the Country of Residence of the Insured or, up to an equivalent amount, for a local burial or cremation in the country where the death has occurred, subject to the maximum liability of the Company in respect of all claims covered under the Benefit “Medical cover”, during the Period of Insurance together with such cost of transportation of remains not exceeding the Sum Insured specified against this extension in Part I of the Policy schedule.

### **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 the Policy Schedule, for such maximum number of days as specified in the Policy Schedule, provided that the Hospitalization is for a period of more than 2 (two) consecutive days.

Subject otherwise to the terms, conditions and exclusions applicable to the Policy.

### **SPECIAL CONDITIONS:**

- 1) Sub-limit A : Limit for any one illness and/or injury  
For policies with medical expenses sum insured over US\$ 100,000, the limit of liability of the company will be restricted to US\$ 100,000 per sickness, disease or accident sustained or contracted within the period of insurance whilst on the trip abroad, that may lead to one or more medical expenses and/or hospitalization expenses.
- 2) Sub-limit B : Limits applicable for various types of medical expenses  
For persons aged 51 years and above, the maximum eligible medical expenses per sickness, disease or accident sustained or contracted within the period of insurance whilst on the trip abroad, that may lead to one or more medical expenses and/or hospitalization expenses are as follows, irrespective of the plan/option purchased. These limits are further restricted to the maximum sum insured specified in part 1 of the schedule.
  - a. Hospital Room and boarding- maximum US\$ 1,800 per day up to 30 days
  - b. Intensive care unit - maximum US\$ 3,250 per day up to 7 day
  - c. Surgery\* - maximum up to US\$ 15,000
  - d. Anaesthetist services - up to 25% of surgical treatment
  - e. Medical Practitioner's visit fees - maximum US\$ 100 per day per visit up to 10 visits
  - f. Diagnostic and Radiology services - maximum US\$ 1000

- g. Ambulance services\*\* - maximum US\$ 500
- h. Miscellaneous expenses\*\*\* – maximum of US\$ 2, 000

For the purpose of application of the above sub-limits,

\*Surgery: Includes Operation room charges, Surgeon fee and Implant charges

\*\*Ambulance Services: Includes Cost of transportation to hospital and Paramedic services

\*\*\*Miscellaneous expenses: Includes but not limited to cost of medicines/ Pharmacy/ Drugs/ Supplies, nursing charges, External medical appliances as prescribed by a registered Medical Practitioner as necessary and essential as part of the treatment on actual, Blood storage & processing charges, other services which are not part of any other above given heads

#### **EXCLUSIONS APPLICABLE TO BENEFIT 1 & EXTENSIONS THEREIN**

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

1. Any treatment of a Pre-Existing Condition, unless covered specifically under Additional Covers: Extension I – Pre-existing Illness Extension of the Medical Expenses Cover
2. Treatment of orthopedic, degenerative and oncological (Cancer) diseases unless such treatment pertains to Life Threatening Medical Conditions or measures solely taken to relieve acute pain and in any case, excluding chemotherapy or radiotherapy expenses
3. Treatment for any dental Illness/ Injury
4. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
5. Any treatment related to general debility, convalescence, and rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
6. Mental or psychiatric disorders.
7. Pregnancy and resulting childbirth, voluntary termination of pregnancy, miscarriage or disease of the female organs of reproduction and any fertility, infertility, sub fertility or assisted conception treatment or sterilization or procedure, birth control procedures and hormone replacement therapy. However, the exclusion do not apply to ectopic pregnancy proved by diagnostic means and is certified to be life threatening by the Doctor.
8. Routine physical tests 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.
9. Vaccination and inoculation of any kind, unless it is post animal bite
10. Rehabilitation and/or physiotherapy expenses or the cost of prostheses/ prosthetics (artificial limbs) or any Services provided by chiropractor
11. Self-inflicted Illness or Injury.
12. Cost of spectacles / contact lenses, hearing aid.
13. Hospitalisation expenses of donor
14. Naturopathy treatment, ayurvedic / homeopathic / unani medicine, acupressure, acupuncture, magnetic and such other therapies
15. Circumcision unless necessary for treatment of an Illness or necessitated due to an Accident
16. Weight management services and treatment, vitamins and tonics related to weight reduction programmes including treatment of obesity
17. Any treatment/surgery for change of sex or treatment/surgery /complications/Illness arising as a consequence thereof.
18. Personal comfort, convenience and hygiene related items and services

#### **CLAIMS PROCEDURE APPLICABLE TO BENEFIT 1 AND EXTENSIONS 1 & 3:**

##### **1] Special claims provisions applicable to Benefit 1 – Medical Cover**

In the event of the Insured contracting any Illness / sustaining any Injury necessitating a treatment in Hospital, he / she shall render the particulars of insurance cover as also the details of the Assistance Service Provider to the Hospital while simultaneously reporting the contingency / claim to the Assistance

Service Provider as provided in the Claims Procedure – General.

The reporting of contingency / claim to the Assistance Service Provider is required (irrespective of the Insured being covered under any other health insurance policy) to be within the timelines specified as follows:

- a) To avail the cashless facility,
  - For planned Hospitalization : Five days before admission in the Hospital
  - For emergency Hospitalization : within one day or as soon as is reasonably possible but in any case before discharge from the Hospital

The Company is not obliged to provide cashless facility if the above mentioned timelines are not adhered to.

- b) For reimbursement claims, the Insured should report the contingency/claim within 30 days from the date of completion of treatment in the Hospital. If the Insured fails to notify the claim to the Company within the period indicated, Benefit, if payable, will be reduced to 75% of covered expenses.

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

1. Medical reports and discharge summary issued by the Hospital furnishing the name of the Insured, period of treatment, details of treatment rendered.
2. Bills/receipts for:
  - 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 outside duly supported by the prescriptions of the Medical Practitioner attending on the Insured.

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

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

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. Cashless treatment facility cannot be demanded by the Insured as a matter of right.

#### **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 Assistance Service Provider and submit the claims form furnishing the complete details of the death of the Insured to the Assistance Service Provider.

#### **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 Assistance Service Provider, for cases where postmortem is conducted), 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 Country of Residence of the Insured, the receipt for expenses incurred towards preparation and packing of the mortal remains of the deceased and also for the air transportation of the mortal remains of the deceased to the Country of Residence of the Insured.

## **BENEFIT 2 - DENTAL TREATMENT**

The Company shall compensate the Insured for the reasonable Medical Expenses incurred by the Insured in connection with treatment for any Injury or Illness to his/her natural tooth or teeth during the Trip, undertaken within the Period of Insurance. Provided further that such treatment should be provided by a Medical Practitioner qualified in practicing dentistry or dental surgery, and the reimbursement for the Medical Expenses incurred shall not exceed the Sum Insured for the coverage as mentioned in Policy 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 Deductible amount as mentioned against this Benefit in the Policy Schedule
2. Any treatment of a Pre-Existing Condition
3. Cementing or fixation of tooth or teeth bridge/s
4. Treatment of orthopedic, degenerative or oncological diseases
5. Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner
6. 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, he / she shall render the particulars of insurance as also the details of the Assistance Service Provider to the service provider (rendering the treatment) while simultaneously reporting the contingency / claim to the Assistance Service Provider 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 purchased from outside duly supported by the prescriptions of the Medical Practitioner attending on 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. Cashless treatment facility cannot be demanded by the Insured as a matter of right.

## **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 destination port, 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 Policy Schedule. The compensation will not exceed the Sum Insured for the coverage as mentioned in Policy 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. Any Deductible amount, if applicable and as mentioned against this Benefit in the Policy Schedule
2. Valuables
3. Any partial loss of Contents of the Checked-In Baggage.
4. Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
5. 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 at the destination port. In case of loss 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 an event where 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 US\$ 100, the Company's liability shall be limited to US\$ 100 only.

### **CLAIMS PROCEDURE:**

#### **Claims provisions applicable to Benefit 3 – Total Loss Of Checked-In Baggage:**

In an event where the Insured has not got 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 Assistance Service Provider 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 US\$ 100 contained within the Checked-In Baggage, proof of ownership in the form of purchase bill (or any other proof to the satisfaction of the Assistance Service Provider).

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 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 to the Insured, 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 Policy Schedule from the scheduled / expected time of delivery by the Common Carrier, whilst on a Trip covered hereunder.. 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 however that the allowance for the incidental expenses incurred by the Insured due to a Delay of Checked-in Baggage shall be paid to the Insured only in event if such the delay is for more than the number of hours stated in the Deductible as specified in Policy Schedule to this Policy.

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 by the Insured for only one of 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 port of the Country of Residence of the Insured.

#### **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 Deductible 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 the event of entire Checked-In Baggage attached to the ticket of the Insured for the covered Trip 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 Assistance Service Provider 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 - LOSS OF PASSPORT**

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

Further the Company shall also reimburse the cost incurred by the Insured towards the prescribed application fee payable to the concerned authorities in the Country of Residence of the Insured for issue of a duplicate passport and a fixed sum equivalent to US\$ 25 for any incidental expenses incurred by the Insured as on the date of application for the duplicate passport, provided that, the entire sum in relation to obtaining a duplicate passport in the Country of Residence of the Insured shall be paid in local currency of the Country of Residence of the Insured, provided that, the Company's liability shall be limited to the Sum Insured specified in the Policy Schedule.

#### **CLAIMS PROCEDURE:**

##### **Claims provisions applicable to Benefit 5 – Loss of Passport**

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

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

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

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

#### **BENEFIT 6- PERSONAL LIABILITY**

The Company shall indemnify the Insured against legal liability for bodily Injury or property damage to third parties arising on account of an Accident occurring whilst on a Trip 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 6- PERSONAL LIABILITY**

**The Company shall not be liable for the following:**

1. Any Deductible amount as mentioned against this Benefit in the Policy Schedule
2. Legal liability of the Insured in relation to any professional services rendered by him / her.
3. 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.
4. Liability assumed by the Insured by an agreement / contract which would not have attached in the absence of such agreement / contract.
5. 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.
6. Liability arising from intentional or willful acts of the Insured or illegal acts or resulting from the Insured committing any breach of law with criminal intent.
7. Fines / penalties / punitive / exemplary damages of any kind.
8. Liability arising from the use of any motor vehicle, aircrafts, water crafts and other vehicles. .
9. Any liability, which is the subject matter of specific insurance elsewhere.

10. Liability arising through personnel engaged by the Insured for either business / personal purposes of any kind.
11. Any Personal liability of the Insured towards his/her Family, relations and Traveling Companions, whether personal or official.
12. Liability resulting from transmission of an Illness or disease by the Insured.
13. 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.
14. Liability arising out of any infringement of intellectual property rights such as copyright, patent, trademark, registered designs and trade secrets.
15. Liability arising from the possession of animals, birds, reptiles, insects, etc. and their byproducts like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
16. 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.
17. Liability arising from insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
18. Liability arising from any supply of goods or services on the part of the Insured.
19. Liability arising from any ownership or occupation of land or buildings other than the occupation of any temporary residence.
20. Any liability arising from a contingency occurring any where in the Country of Residence of the Insured.

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 6- PERSONAL LIABILITY:**

1. The Insured shall give a 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 laws of India.

**CLAIMS PROCEDURE:**

**Claims provisions applicable to Benefit 6 – 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 Assistance Service Provider 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 Assistance Service Provider 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 7 - PERSONAL ACCIDENT**

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

The Company's maximum liability in respect of any one Accident or all Accidents during the Period of Insurance shall not exceed the Sum Insured specified in the Policy Schedule.

**EXCLUSIONS APPLICABLE TO BENEFIT 7 - PERSONAL ACCIDENT**

**The Company shall not be liable for:**

1. Compensation 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 suicidising from or resulting directly or indirectly from any Illness unless such Illness arose directly as a consequence of an Accident;
  - 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 was 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 Policy 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 and is sustained by the Insured during the Trip.

- (ii) Two times the Sum Insured as stated in Policy 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 Policy 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 Policy 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 Policy 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 Policy 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 Policy 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 Policy Schedule shall be payable:

Percentage of Capital	percentage of Sum Insured
Loss of toes – all	20
Loss of Great both phalanges	5
Loss of 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 7 - 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 immediate intimation to the Company or the Assistance Service Provider.
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 country of Accident or Country of Residence of the Insured, as the case may be. Post mortem certificate if required by the Company shall also be submitted, wherever postmortem is conducted.
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. No claim for death or disability under this Policy shall be considered unless death or disability results within 12 months from the date of Injury that led to the death or disability. To this extent the certificate obtained from the Medical Practitioner should clearly relate the death / disability to the Accident in question.
6. The cause of Action for Benefit 7 (Personal Accident) of the Policy can arise anywhere in the world.

**CLAIMS PROCEDURE:**

**Claims provisions applicable to Benefit 7 – 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 notice thereof shall be sent to the Assistance Service Provider 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. A period of up to 6 months would be provided after the Policy end date, for the purpose fo intimation of claims related to Section 7 - Personal 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. 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.”
3. In case of death of the Insured, death certificate issued by the Medical Practitioner who attended on the Insured.
4. Postmortem certificate, wherever postmortem is conducted, to be produced if required by the Assistance Service Provider.
5. Police report in original in case the Accident shall have taken place in a public place or premises.

**BENEFIT 8 - HIJACK DISTRESS COMPENSATION**

The Company shall compensate the Insured at the rate per day as specified in the Policy Schedule incase the Common Carrier in which the Insured is traveling as a passenger during Trip within the Period of Insurance shall be subject of Hijack, and that the Common Carrier 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 Policy Schedule.

Provided that the cover shall only attach in case of travel by Common Carrier as the main mode of travel being part of the Trip and shall not attach for any incidental travels by any other mode of transportation.

The Company’s liability shall be restricted for the period for which the Common Carrier is held captive in excess of 12 hours or for the period as specified in Policy Schedule, whichever is greater, and in no case shall exceed the maximum number of days specified in the Policy Schedule. 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 date and time of release of the Insured by the hijackers.



Should death of the Insured occur during the period for which the aircraft / ocean going vessels 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 8 - 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 8 – Hijack Distress Compensation**

In the unfortunate event of the Insured being held captive which shall be the subject of a Hijack, the Insured shall contact the Assistance Service Provider of the Company immediately after he / she is released from captivity.

He / she 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 Assistance Service Provider 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 9 - EMERGENCY CASH ADVANCE**

The Company shall provide an assistance service when the Insured Person requires emergency cash, following incidents like theft/burglary of luggage/money or hold up whilst on a trip covered hereunder. The Assistance Service Provider shall co-ordinate with the Insured Person's relatives in his Country of Residence to provide emergency cash assistance to the Insured Person as per his requirement, but not exceeding the limit specified in the Policy Schedule.

#### **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 9 – EMERGENCY CASH ADVANCE**

1. No claim shall be admitted under the Policy unless a complaint is lodged with the police authorities and copy of such complaint / first information report is furnished to the Company.
2. No claim shall be payable under this Benefit for need arising after return of the Insured to the Country of Residence of the Insured.

#### **CLAIMS PROCEDURE:**

##### **Claims provisions applicable to Benefit 9 – EMERGENCY CASH ADVANCE**

1. As soon as the need arises, Insured Person shall call up Assistance Service Provider on the telephone number indicated in the Policy Schedule.
2. The Assistance Service Provider shall verify the details of the Insured and seek information on the amount of cash required as well as local contact in India who can provide payment security including delivery charges through credit card or close relatives.
3. The Assistance Service Provider shall organize cash delivery after obtaining payment security from Insured or his/her local contact as informed by the insured.

#### **BENEFIT 10 - FIRE AND ALLIED PERILS (HOME BUILDING & CONTENTS)**

In consideration of the Insured having paid to the Company the full premium mentioned in the said Policy 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, 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

**(A) GENERAL EXCLUSIONS**

1. 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.
2. 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
3. Loss, destruction or damage caused to the Property Insured 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
4. 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.

5. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
6. 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.
7. 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.
8. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
9. 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.
10. Loss by theft during or after the occurrence of any Insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
11. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
12. 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 Benefit shall be voidable in event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this Benefit 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 Benefit or would be covered if such building, range of buildings or structure were insured under this Benefit.

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 Benefit 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 Benefit 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 Benefit 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 Benefit 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 Benefit, 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 Benefit (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 Benefit.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Benefit 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 Benefit. 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 10 - BENEFIT 10 - FIRE AND ALLIED PERILS (HOME BUILDING & CONTENTS)**

In the event of a contingency covered under this benefit, occurring during the period of insurance, resulting in loss or damage to the property covered hereunder, the Insured shall report to the Assistance Service Provider and furnish the claims form duly completed in all particulars. The Insured shall render all his / her 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/complaint report duly signed by the police authority and forward the same to the Assistance Service Provider 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 11 - 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 to pay to the Insured, at actuals, for any loss or damage sustained by the Insured during the Period of Insurance caused by

- i. burglary of Contents of the Property insured and/or
- ii. attempted burglary of the Contents of the property insured

provided that the total liability of the Company for such loss or damage shall not exceed the Sum Insured as stated in the Policy Schedule for item (i) above and Rs.15,000/- in any one year irrespective of the number of such incidents or occurrences in item (ii) above.

#### **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 due to the labour cost, transportation expenses, etc.
4. The Company's liability shall be subject to a Deductible amount as specified in the Policy 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 Policy Schedule to the Policy.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 11- 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. Loss or damage to any property illegally acquired, kept, stored, or property subject to forfeiture in any manner whatsoever;
4. Theft without actual forcible and violent entry and/or exit from the premises.
5. 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 11 – Burglary (Home Contents)**

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

The Insured shall also report to the police having jurisdiction over the place of loss and shall secure a detailed first information report duly signed by the police authority and forward the same to the Assistance Service Provider 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 12 - TRIP CANCELLATION AND INTERRUPTION**

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

1. Earthquake;

2. Storm, Flood, inundation, cyclone, tempest;
  3. Terrorism;
- provided that, the named perils herein above shall take place at and in the vicinity of any port involved in the Insured's Trip; and
4. Personal contingencies like death or imminent death, or emergency Hospitalization treatment of minimum three days duration necessitated to the Insured or Insured's Immediate Family Member 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 including those of stay and travel, if any;
2. Actual additional transportation expenses incurred to return to the Country of Residence of the Insured, provided that, the additional expenses are for alternative travel arrangement of the same class and / or type and by the most direct route;

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

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

1. Cancellation of the Trip either wholly or in part done at the instance of the Common Carrier or by the Travel Agent;
2. Cancellations of the Trip either wholly or in part done at the instance of the air transport authority or the government;
3. Any circumstances other than those, that are directly attributable to the perils as stated above.

#### **CLAIMS PROCEDURE:**

##### **Claims provisions applicable to Benefit 12 – Trip Cancellation & Interruption**

In event of any of the contingencies covered hereunder occurring either at the place of origin in the Country of Residence of the Insured or at any intermediary 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 Assistance Service Provider of Company.

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

1. In case of cancellation of the Trip either in the Country of Residence of the Insured 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 air ticket 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 been arranged at the place of cancellation of the Trip;
  - d. Used air ticket in original for return journey from the place of cancellation to the Country of Residence 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 Assistance Service Provider in case of the cancellation of the Trip arising out of personal contingencies of the Insured or his / her Immediate Family Member;
  - 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 for 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 air ticket or boarding pass in original for return journey from the place of cancellation to the Country of Residence 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.

#### **BENEFIT 13 – MISSED (FLIGHT) CONNECTIONS**

The Company shall pay a fixed amount to the Insured as mentioned in Policy 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 within the Period of Insurance, 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 proceed with 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 the 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 missing flight during the Period of Insurance shall not exceed the Sum Insured specified in the Policy Schedule.

#### **EXCLUSIONS APPLICABLE TO BENEFIT 13 – 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 by the Insured 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 13 – 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 13 – 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 Assistance Service Provider 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 flight operator 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 flight operator 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 Benefit, the Insured shall return the amount so refunded in full.

**BENEFIT 14 – TRIP DELAY**

The Company shall pay the sum as specified in Policy Schedule per day or part thereof if the departure of the Insured shall be delayed either at the port at the place of origin or at any intermediate ports forming part of the Trip within the Period of Insurance solely arising out of and consequent upon any of the contingencies specified hereunder:

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

provided that, the named perils hereinabove shall take place at and in the vicinity of any port involved in the Trip; and

4. Personal contingencies like emergency Hospitalization treatment necessitated to the Insured or Insured's Immediate Family Member 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 passport or travel documents.

Reimbursement of additional expenses incurred shall be made if the Trip is delayed for more than 6 hours.

Provided that no sum shall be payable by the Company for any delay arising due to perils named hereinabove in relation to the port of origin should the place of origin also be the Country of Residence of the Insured as specified in the Policy. 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.

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 14 – 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 flights for prosecuting the journey as scheduled so as to minimize the delay arising out of the contingency.

**CLAIMS PROCEDURE:**

**Claims provisions applicable to Benefit 14 – Trip Delay**

In the event of any of the contingencies covered hereunder occurring either at the place of origin in the Country of Residence of the Insured or at any intermediary place 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 Assistance Service Provider of Company.

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

In case of delay of the Trip either at the Country of Residence of the Insured 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. Receipt for the refund of the fare of the Common Carrier towards the cancelled portion of the Trip indicating the cancellation charges retained
- c. Receipt / letter obtained from the hotel and / or guest house and / or any other residential accommodation for a fee indicating the cancellation charges retained by the agency, wherever such accommodation has been arranged at the place of cancellation of the Trip
- d. Used air ticket or boarding pass in original for return journey from the place of cancellation to the Country of Residence of the Insured together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip (As any payment under this head shall be only in respect of the difference between the actual charges incurred for the return journey from the place of cancellation to the country of residence and the amounts obtained towards refund towards the unfulfilled portion of the Trip. These documents shall be submitted only in case there shall be an additional expenditure incurred by the Insured)

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 Assistance Service Provider in case of the cancellation of the Trip arising out of personal contingencies of the Insured or his / her 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 for the hotel and / or guest house and / or any other residential accommodation for a fee indicating the cancellation charges retained by the agency, wherever such accommodation has been arranged at the place of cancellation of the Trip
- e. Report filed with the Police having jurisdiction over the place of loss reporting the loss of the passport or travel documents and the application made for a fresh passport / travel documents.
- f. Declaration from the Insured that the passport / travel documents has been recovered / returned to him / her with the date of such recovery / return or has not been recovered / returned or that alternative passport has not been obtained within the period for

which the indemnity shall be available under the policy.

- g. Used air ticket or boarding pass in original for return journey from the place of cancellation to the Country of Residence of the Insured together with the receipts for the refunds obtained towards the unfulfilled portion of the Trip (As any payment under this head shall be only in respect of the difference between the actual charges incurred for the return journey from the place cancellation to the country of residence and the amounts obtained towards refund towards the unfulfilled portion of the Trip. These documents shall be submitted only in case there shall be an additional expenditure incurred by the Insured)

#### **BENEFIT 15 - 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 Policy Schedule for alternative flight arrangements or for alternative accommodation in the event of the confirmed flight reservation for any part of the Trip within the Period of Insurance bouncing at the sole instance of the Common Carrier 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 15 – BOUNCED BOOKING OF AIRLINES AND HOTEL**

##### **No claim shall be payable by the Company:**

1. With respect to the Deductible amount as mentioned against this Benefit in the Policy Schedule
2. If the Insured shall fail to adhere to the rules of the Common Carrier or the accommodation provider in connection with reconfirmation of the booking before the date of travel or occupation as the case may be;
3. In connection with any waitlisted travel booking or accommodation booking irrespective of whether such bookings have been promised to be confirmed later;
4. If the confirmed accommodation shall be a personal arrangement free of charge;
5. Where the alternative arrangements for either the travel or the accommodation is provided by the Common Carrier 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 15 – BOUNCED BOOKING OF AIRLINES AND HOTEL**

1. It is a condition precedent to admission of liability by the Company under this cover that the Insured shall take all steps to fix the primary responsibility for the bouncing of bookings both with the Common Carrier 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 15 – Bounced Booking of Airlines and Hotel**

In the event that the Common Carrier 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 Common Carrier and / or the accommodation provider, the Insured shall immediately report the said bounced booking to the Assistance Service Provider.

##### **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 Common Carrier 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 Common Carrier 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 Common Carrier 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 16 - 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 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 Policy 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 such Hospitalization is admitted under Benefit 1 – Medical Expenses Cover of this Policy; 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 the economy class air 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 Policy Schedule.

#### **TERMS & CONDITIONS APPLICABLE TO BENEFIT 16 – 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 Assistance Service Provider before any one of the Family or near relatives undertakes the Trip.

##### **CLAIMS PROCEDURE:**

##### **Claims provisions applicable to Benefit 16 – 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 Assistance Service Provider 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 airfare applicable from and to the Country of Residence 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 17 – EMERGENCY HOTEL EXTENSION**

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

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

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

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

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

**EXCLUSIONS APPLICABLE TO BENEFIT 17 – EMERGENCY HOTEL EXTENSION**

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

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

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 17 – 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 17 – EMERGENCY HOTEL EXTENSION**

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

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

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

**Duly completed claims form to be supported by:**

- 1. Receipt for the amount paid to the hotel or guest house or any other accommodation provider for a fee for the charges per day paid towards accommodation;
- 2. Evidence as may be required by the Assistance Service Provider in case the delay is caused by Earthquake, Floods resulting from unseasonal rains, storm or cyclone or Terrorism;
- 3. Medical certificate furnishing details of date of admission and date of discharge together with the details of the Injury or Illness and the treatment rendered, obtained from the Medical Practitioner in case of delay being caused because of Hospitalization of the Insured or Insured's Family member or Traveling Companion resulting from any Injury or Illness to the Insured or Insured's Family member or Traveling Companion, as the case may be;
- 4. In case of loss of passport, a copy of the first information report in relation to the complaint lodged with the police having jurisdiction over the place of loss and a copy of the application lodged with the passport office for a duplicate passport;
- 5. In case of loss of travel documents, a copy of the report lodged with the Common Carrier for the loss of the travel documents and a confirmation from the latter that the Insured could not undertake the travel as scheduled;
- 6. In case of delay solely attributable to Common Carrier and beyond the control of the Insured a confirmation by the Common Carrier of the said delay having taken place at their instance together with a copy of the claim made on the Common Carrier for expenses incurred as a result of the delay.

**BENEFIT 18 – LOSS OF 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 (including while he is travelling in the rented vehicle), 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 within the Period of Insurance, 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 Policy Schedule hereunder.

The Company shall also compensate the Insured, for the loss of the baggage carried by the Insured as hand baggage. 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 port of origin 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 Benefit shall be limited to the sum specified in the Policy 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 18 – LOSS OF BAGGAGE AND PERSONAL EFFECTS:**

**The Company shall not be liable for the following:**

- 1. Any Deductible amount as mentioned against this Benefit in the Policy Schedule
- 2. Loss of Valuables;
- 3. Any loss of partial Contents of the Checked-In Baggage or the hand baggage;
- 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;
- 6. Losses arising from any delay, detention, confiscation by customs officials or other public authorities;



7. 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 18 - LOSS OF 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 US\$ 100, the Company's liability shall be limited to US\$ 100 only.

**CLAIMS PROCEDURE:**

**CLAIMS PROVISIONS APPLICABLE TO BENEFIT 18 – LOSS OF 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 Assistance Service Provider 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 Assistance Service Provider for certification of the market value of the items lost whose individual value shall have exceeded US\$ 100.

**BENEFIT 19 RETURN OF MINOR CHILD(REN)**

In the unfortunate event of the death of the Insured whilst abroad during the Period of Insurance or the Insured being Hospitalized consequent upon any Injury sustained and / or Illness, contracted at any place being part of the Trip covered hereunder 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 reimburse the cost of the economy class air ticket incurred for sending the unattended Minor Child(ren) back to the Country of Residence

Minor Child(ren) for the purpose of this benefit shall mean any child of the Insured Person, below the age of 18 years. The cover under this benefit would be available for a maximum of two children

In case the Insured does not opt for the above option and if an attendant is necessary to ensure the safety and welfare of Minor Child(ren) at the place of Hospitalization, the Company will pay for the cost of transportation of the attendant from his/her origin or Country of Residence and back.

Provided that the Hospitalization has been advised by the Medical Practitioner attending on the Insured.

The Company's liability under this Benefit, however, in respect of any one event or all events of Hospitalization during the Period of Insurances shall be restricted only for two Minor Child(ren) and shall be subject to the Sum Insured as specified in the Policy Schedule.

**TERMS & CONDITIONS APPLICABLE – RETURN OF MINOR CHILD (REN):**

- i. It is a condition precedent to the Company's liability hereunder that the need for the return of Minor Child(ren) is also approved by the

Company or Assistance Service Provider.

- ii. The Company shall not be liable for any payment under this benefit if the Hospitalization occurs within 5 days prior to the Completion of Trip.

**CLAIMS PROCEDURE:**

In the unfortunate event of the death of the Insured whilst abroad during the Period of Insurance or in the event of the Insured contracting any Illness / sustaining any Injury necessitating Hospitalization and the Hospitalization, in the opinion of Medical Practitioner, is likely to extend beyond a period of 5 days, he / she / his representative shall render the particulars of insurance cover as also the details of the Assistance Service Provider to the Hospital while simultaneously reporting the claim to the Company/ Assistance Service Provider as provided in the Claims Procedure – General.

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

**Duly completed claims form to be supported by:**

- A certificate from the Medical Practitioner specifying the cause and minimum period of Hospitalization
- Discharge summary of the Hospital furnishing details – date of admission, date of discharge and the confirmation by the attending Medical Practitioner of presence of the attendant member of the family or near relative on all days of Hospitalization
- Original ticket(s) used for the travel by the Minor Child(ren) back to the Country of Residence, if the ticket(s) are bought on behalf of the Insured without any interference of the Company
- Photocopy of the death certificate (wherever applicable) providing the details of the place, date and time, and the circumstances and cause of the death (photocopy of the post mortem certificate, wherever required by the Assistance Service Provider, for cases where postmortem is conducted), issued by the appropriate authority where the contingency has arisen.

**BENEFIT 20 – POLITICAL RISK AND CATASTROPHE EVACUATION EXPENSES**

**If whilst the Insured is on the Trip covered within the Period of Insurance and:**

- Officials in the country where Insured is visiting, recommend that certain categories of persons which include the Insured should leave the country, or
- Insured is expelled from or declared persona non grata in the Country he is in, or
- A catastrophe (fire, flood, earthquake, storm, lightning, explosion, hurricane or epidemic due to contagious disease) has occurred in the Country the Insured is in, necessitating his immediate evacuation in order to avoid risk of personal Injury or Illness to himself then the Company shall pay
- The cost of Insured's return to the Country of Residence or the nearest place of safety up to the cost of an economy class air ticket for the same
- Insured's reasonable accommodation costs up to a maximum of USD 300 per day for a maximum of 7 days if the Insured is unable to return to the Country of Residence

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

**EXCLUSIONS APPLICABLE TO BENEFIT 20 – POLITICAL RISK AND CATASTROPHE EVACUATION EXPENSES:**

**The Company shall not be liable to pay for losses arising from or attributable to the following:**

- Insured violating the laws or regulations of the country from which he is to be evacuated
- Failure to produce or maintain immigration, work, residence or similar visas, permits or other documentation

- Failure to honour any contractual obligation or bond or to obey any conditions in a license
- Insured being a national of the country from which he is to be evacuated
- Circumstances that resulted in the Insured's evacuation being in existence prior to the Insured entering the country or their occurrence being foreseeable to a reasonable person before the Insured entered the country.

#### **CLAIMS PROCEDURE:**

In event of any of the contingencies covered hereunder occurring at the place Insured is visiting any time after the commencement of the Trip and before termination of the same, threatening the safety of the Insured, immediate notice thereof shall be given by the Insured to the Assistance Service Provider of Company.

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

- Official Declaration by embassy of Country of Residence of the Insured
- Original Invoice of Hotel Accommodation during the period Insured is unable to return to the Country of Residence
- Original ticket(s) used for the travel back to the Country of Residence.

#### **BENEFIT 21 – ACCIDENTAL DEATH (COMMON CARRIER)**

The Company shall pay the nominee or legal heir of the Insured a lump sum equal to the Sum Insured against this benefit as specified in the Policy Schedule in case the Insured meets with death arising out of and consequent upon an Injury encountered whilst mounting into or dismounting from or traveling in any Common Carrier as a passenger (fare paying or otherwise) during the Period of Insurance.

#### **Exclusions Applicable to Benefit 21 – Accidental Death (Common Carrier)**

##### **The Company shall not be liable for:**

1. Amounts related to medical expenses;
2. Payment of compensation in respect of death:
  - arising from intentional self Injury / suicide / attempted suicide;
  - whilst the Insured is under the influence of intoxicating liquor / drugs;

##### **Basis of Assessment of Claim**

The benefit payable on behalf of the Insured will be the Sum Insured as stated in Part I of the Policy 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.

#### **Special Conditions Applicable to Benefit 21 – Accidental Death (Common Carrier)**

1. Upon happening of any event, which is likely to give rise to a claim under this Benefit, the Insured's representative shall give written notice with full particulars immediately to the Company or the Assistance Service Provider.
2. The insured's representative shall arrange for immediate treatment of the Insured in a Hospital and produce all such records of treatment to the Company in support of the claim.
3. Any claim for death of the Insured shall be duly supported by a death certificate issued by the Hospital in the city of Accident or City of Residence or Place of Origin, as the case may be. Post mortem certificate if required by the Company shall also be submitted, wherever post-mortem is conducted.
4. 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.
5. No claim for death 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. To this extent the certificate obtained from the Medical Practitioner shall clearly relate the death to the Accident in question.

#### **Claims Procedure**

In event of the Insured meeting with death 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 Assistance Service Provider by or on behalf of the Insured furnishing details of the Accident. If the Accident shall take place in a public place or premises, report shall be made to the authorities having jurisdiction over the place of Accident, and also to the police having jurisdiction over the place of Accident.

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

- i. Medical reports giving the details of the Accident and the nature of Injury.
- ii. Death certificate issued by the Medical Practitioner who attended on the Insured.
- iii. Postmortem certificate to be produced if required by the Assistance Service Provider, wherever postmortem is conducted.

Police report in original in case the Accident shall have taken place in a public place or premises.

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

##### **The Company shall not liable for any compensation or benefit 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 any port at the Country of Residence of the Insured mentioned hereunder.
2. A claim which is fraudulent in any respect, or if any false declaration has been 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 is occasioned by the willful act, or with the connivance of the Insured
3. In so far as it relates to the benefits numbers 1 (Medical Cover), 2 (Dental Cover), 6 (Personal Liability), 7 (Personal Accident), 12 (Trip Cancellation & Interruption), 14 (Trip Delay), 16 (Compassionate Visit), 17 (Emergency Hotel Extension) 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. Travelling for the purpose of obtaining treatment
  - e. 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), 6 (Personal Liability), 7 (Personal Accident), 12 (Trip Cancellation & Interruption), 14 (Trip Delay), 16 (Compassionate Visit), 17 (Emergency Hotel Extension), any claim arising from any intentional self-Injury, suicide or attempted suicide, intoxication by liquor or drugs.
5. Of Involvement or participation of Insured directly or indirectly in murder, or criminal assault or the like;
6. In so far as it relates to the benefits numbers 1 (Medical Cover), 2 (Dental Cover), 6 (Personal Liability), 7 (Personal Accident), 12 (Trip Cancellation & Interruption), 14 (Trip Delay), 16 (Compassionate Visit), 17 (Emergency Hotel Extension), 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.
7. 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;
8. 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.
9. In so far as it relates to the benefits numbers 1 (Medical Cover), 2 (Dental Cover), 6 (Personal Liability), 7 (Personal Accident), 12 (Trip Cancellation & Interruption), 14 (Trip Delay), 16 (Compassionate Visit), 17 (Emergency Hotel Extension), 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.
10. If the Insured hereunder is traveling under an immigrant visa, claims in relation to contingencies occurring after the expiry of 90 days from the date of commencement of cover not withstanding the fact that the Period of Insurance exceeds 90 days.
11. Any claim relating to Hazardous Activities, unless specifically covered in the Policy.
12. Payment of compensation in respect of Illness/ Injury arising or resulting from the Insured committing any breach of law with a criminal intent

#### 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 as stated in policy schedule. Extension of the Policy shall, if required, be granted at the sole discretion of the Company, provided 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. Premium charged at the time of extension will be the difference between the extended Trip Duration and initial Trip Duration plus the seven days premium applicable for the respective plan.
3. 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.
4. 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 cancellation shall be effected unless the unexpired period of the cover exceeds 30 days;
  - b. No cancellation of this Policy will be allowed in case the Insured has reported a claim under any of the Benefits of this Policy prior to the date of notice of cancellation and such claim is either in the process of decision or stands admitted by the Insurer for any amount whatsoever.
  - c. In case of Single Trip Policy: In the event of cancellation of the Policy, the Company in addition to retaining the premium on pro-rata basis 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. In case of Multi trip Policy: In the event of cancellation of policy, the Company will retain premium on short period scales as specified hereunder:

Period of Risk	Trip Duration	Rate of premium Retained
Up to 1 month*	Trip duration is less than 7 days	25% annual rate
	Trip duration is greater than 7 days but less than 21 days	50% annual rate
	Trip duration is greater than 21 days	75% annual rate
From 2nd month Up to 3 months*	Trip duration is less than 21 days	50% annual rate
	Trip duration is greater than 21 days but less than 35 days	75% annual rate
	Trip duration is greater than 35 days	Full annual rate
From 4th month Up to 6 months*	Trip duration is less than 35 days	75% annual rate
	Trip duration is greater than 35 days	Full annual rate
Exceeding 6 months	Any Trip duration	Full annual rate

5. 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 Benefits.
6. The Insured shall as if uninsured 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.
7. Policy is applicable for one way travel also, including immigration travel with the condition that the maximum duration of coverage will be 90 days.

#### CLAIMS

##### CLAIM PROCEDURE – GENERAL:

1. On facing a contingency which shall result in a claim under any of the Benefits under this Policy, immediate notice thereof shall be given by the Insured to the Assistance Service Provider 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 and in no case will be admitted for more than 75% of the claim. No expenses however beyond a limit of US\$ 1000 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 abroad.

##### Contact ICICI Lombard 24hr Help Line number for assistance and registering your claim:

<b>In USA -</b>	<b>+ 1 877 352 7706 (Toll Free)</b>
<b>IN Canada-</b>	<b>+ 1 877 352 7693 (Toll Free)</b>
<b>From the rest of the World-</b>	<b>+91 22 6787 2010(Call Back Facility)</b>
<b>In India - India only)</b>	<b>1800 209 8889 (Toll Free &amp; Accessible in</b>
<b>Fax -</b>	<b>+91 22 6734 7888</b>
<b>E-mail -</b>	<b>icicilombard@europ-assistance.in</b>

2. Documents of claim appropriate for each contingency and the consequent loss as listed in the respective Benefits of this Policy shall be forwarded to the Assistance Service Provider as soon as the Insured returns to the Country of Residence of the Insured (unless otherwise required by the Company or the Assistance Service Provider) 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 Benefits of cover which they relate to shall be accompanied by original used ticket or the boarding pass in original or a photocopy of the passport 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.

Wherever, details pertaining to any incident which results in a claim, are conveyed by the Insured Person to the Assistance Service Provider after

- 30 days, Insured Person shall provide the reasons of such delay to the Company and the Company may on analysis of reasons provided by Insured Person, may condone the delay in intimation of claim or delay in providing the required information/documents to the Assistance Service Provider.
3. While simultaneously lodging a claim under the relevant Benefit 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 vividly described under the respective Benefits shall be submitted to the Company as and when available.
  4. If at anytime during the period of the Policy, 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 Country of Residence of the Insured in completion of his/ her Trip hereunder. Failure of his / her part to declare so shall prejudice his / her right of claim under different Benefits of the Policy.
  6. Settlement of all claims under different Benefits of the Policy hereunder in so far as it relates to non-immigrant visa cases involving a reimbursement of an admissible claim to the Insured shall be made only in the Country of Residence of the Insured in the local currency. In case of policies relating to immigrant visa cases, settlement of claims shall, if required by the Insured be made in currency of the country where the insured contingency shall have taken place resulting in financial loss to the Insured.
  7. All settlements under this Policy wherever done in the currency of Country of Residence of the Insured shall be based on the exchange rate of the currency of Country of Residence of the Insured as on the date of loss incurred by the Insured.
  8. **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 Assistance Service Provider or the Company request that bills/vouchers in a foreign language 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 Assistance Service Provider 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 Assistance Service Provider 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 Assistance Service Provider, the Insured shall be obliged to undergo a medical examination by a Medical Practitioner designated by the Assistance Service Provider. The cost of such medical examinations and/or tests will be borne by the Company
    - d. The Assistance Service Provider 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 Country of Residence 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.
  12. The insurance cover applies to all countries stated in the Policy Schedule, except those countries, where the Insured has a permanent place of residence.
  13. In the event of the Insured's death, the Company or the Company's representatives shall have the right to carry out a post mortem/autopsy, at the Company's expense.
- 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 in relation to the declarations made in the proposal form or medical examination report, 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 exercise all necessary co-operation in obtaining the medical records from the Hospital, and furnish them, as the Company may require in relation to the Claim, within reasonable time limit and within the time limit specified in the Policy.
  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. 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.

**9. 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.

**10. Rights of the Company on acceptance of claim**

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 otherwise 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.

**11. 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.

**12. Position after a claim**

The Insured shall not be entitled to abandon any Insured item/property till the time the Company has taken possession of the same . 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.

**13. 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.

**14. 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.

However, this condition shall not be applicable to "Benefit" based covers (Benefit 1-Extension III, Benefit 4, 7, 8, 13, 14 and 21) of the Policy but only applicable to indemnity based covers (Benefit 1 – Extension I & II, Benefit 1, 2, 3, 5, 6, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20) of the Policy (if opted for).

**15. 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.

**16. 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.

However, this condition shall not be applicable to "Benefit" based covers (Benefit 1-Extension III, Benefit 4, 7, 8, 13, 14 and 21) of the Policy but only applicable to indemnity based covers (Benefit 1 – Extension I & II, Benefit 1, 2, 3, 5, 6, 9, 10, 11, 12, 15, 16, 17, 18, 19, 20) of the Policy (if opted for).

**17. 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.

**18. Cancellation/termination**

The Company may at any time, cancel this Policy on grounds of misrepresentation, fraud, non disclosure of material facts or non cooperation of Insured, by giving 15 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. The Insured may also give 15 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium as per the "Cancellation of Policy" Clause mentioned in Part II of the Policy

**19. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both the Insured and the Company to be adjudicated or interpreted in accordance with the Laws of India and only competent Courts of India shall have the exclusive jurisdiction to try all or any matters arising hereunder. The matter shall be determined or adjudicated in accordance with the law and practice of such Court.

**20. 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.

**21. Renewal notice**

The Company shall not be bound to give notice that the renewal premium is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to 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.

**22. 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 last-known address

In case of the Company:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

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.

**23. 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.

**24. Grievances**

In case the Insured is aggrieved in any way, the Insured should do the following:

1. Call the Company at toll free number: 1800 2666 or email us at customersupport@icicilombard.com
2. If the insured is not satisfied with the resolution then he/she may successively write to the manager- service quality, corporate manager- service quality, national manager- operations & finally director-services and business development at the following address:

ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025

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

**The details of Insurance Ombudsman are available below:**

<b>Ombudsman Offices</b>	
Delhi, Rajasthan	2/2 A, 1st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002
West Bengal, Bihar	29, N. S. Road, 3rd Fl., North British Bldg. KOLKATA -700 001
Maharashtra	3rd Fl., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, 4th Fl., 453(old 312 ), Anna Salai, Teynampet, CHENNAI -600 018
Andhra Pradesh	6-2-46, 1st Floor, Moin Court, LaneOpp. Saleem FunctionPalace A.C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004.
Gujarat	2nd Fl., Ambica House, Nr.C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014
Kerla, Karnataka	2nd Fl., CC 27/ 2603, PulinatBuilding, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015
North Eastern States	Aquarius, Bhaskar Nagar, R.G. Baruah Rd. GUWAHATI
Uttar Pradesh	Jeevan Bhawan, Phase 2, 6th Floor, Nawal Kishore Rd., Hazartganj,LUCKNOW - 226 001
Madhya Pradesh	1st Floor, 117, Zone II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011
Punjab, Haryana, Himachal Pradesh, J & K, Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, BatraBuilding, Sector 17-D, CHANDIGARH - 160 017
Orissa	62, Forest Park, BHUBANESWAR - 751 009

The updated details of Insurance Ombudsman are also available on IRDA website: [www.irdaindia.org](http://www.irdaindia.org), on the website of General Insurance Council: [www.generalinsurancecouncil.org.in](http://www.generalinsurancecouncil.org.in), website of the company [www.icicilombard.com](http://www.icicilombard.com) or from any of the offices of the Company

**25. Limitation period**

In no case whatsoever shall the Company be liable, for any expenses after the expiry of 30 days from the date of completion of trip unless the claim is subject to 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 disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder. However, a period of up to 6 months would be provided after the Policy end date, for the purpose of intimation of claims related to Section 7 -Personal Accident.



**Mailing Address :** ICICI Lombard General Insurance Company Limited, 4th, Floor, Interface -11, Office No. 401 & 402, New Linking Road, Malad (W), Mumbai - 400 064.  
**Corporate Office :** ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

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Now One Number for all your Insurance needs **1800 2666 (Toll Free also accessible from your mobile)**

Insurance is the subject matter of the solicitation. IRDA Reg. No. 115, Misc 129.

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