

## RELIANCE INLAND TRAVEL CARE INSURANCE POLICY

### Preamble

WHEREAS the Insured designated in the Schedule to this Reliance Inland Travel Care Insurance Policy having by a proposal and declaration together with any statement, report or other document which shall be the basis of the contract and shall be deemed to be incorporated herein, has applied to **Reliance General Insurance Company Limited** (hereinafter called “the Company”) for the insurance hereinafter set forth and paid appropriate premium for the period stated in the Schedule to this Policy.

NOW THIS POLICY WITNESSETH that subject to the definitions, terms, conditions and exclusions contained, endorsed or otherwise expressed herein, the Company shall compensate, indemnify, pay and/or reimburse the Insured / Insured Person or his/her nominee or legal heirs, as the case may be, in respect of insured events occurring during the period of insurance stated in the Schedule to this Policy, in the manner and to the extent set forth in this Policy.

### DEFINITIONS

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule to this Policy shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

Any word or expression to which a specific meaning has been assigned in any part of this Policy or the Schedule to this Policy shall bear the same meaning wherever it appears. For purposes of this Policy, the terms specified below shall have the meaning set forth:

**"Accident"** means a sudden, unforeseen, and unexpected physical event beyond the control of the Insured / Insured Person caused by external, visible and violent means.

**"Air Travel"** means travel by an airline/aircraft for the purpose of flying therein as a passenger.

**"Burglary"** means an act involving the unauthorized or forcible entry to or exit from the Insured/ Insured Person 's original place of residence or any attempt thereat, with intent to commit crime.

**"Checked-in Baggage"** means baggage handed over by the Insured / Insured Person and accepted by a common carrier for transportation in the same carrier in which the Insured / Insured Person is or would be traveling within the Republic of India and for which the common carrier has issued a baggage receipt to the Insured / Insured Person.

**"Company"** means Reliance General Insurance Company Limited.

**"Common Carrier"** means any commercial airline or passenger/cruise vessel operating within the Republic of India under a license from the relevant authority for the transportation of passengers and cargo on hire.

**"Deductible"** means the amount of expenses to be incurred by the Insured / Insured Person before any benefit under this Policy shall become payable and shall not be reimbursed by the Company.

**"Disease"** means an alteration in the state of the body or of some of its organs, interrupting or disturbing the performance of the functions, and causing or threatening pain and weakness or physical or mental disorder and certified by a Physician or Surgeon. .

**"Hijack"** means any unlawful seizure or exercise of control, by force or violence or threat of force or violence and with wrongful intent, of the common carrier in which the Insured / Insured Person is traveling.

**"Hospital"** means any institution established for indoor care and treatment of injuries and which has been registered as a Hospital or a Nursing Home with the relevant regulatory authorities. For the purpose of this definition, the term "Hospital" shall not include an establishment, which is a place of rest, a place for the aged, a place for drug-addicts or place for alcoholics, a hotel or any other like place.

**"Illness"** means diseases or sickness first diagnosed during the Policy period for which immediate medical treatment by a Physician is necessary.

**"Injury"** means any accidental physical bodily harm, solely and directly, caused by external, violent and visible means but does not include any illness. The injury must be verified and certified by a Physician.

**"Informant"** means any person providing information solely in return for monetary payment made or promised by the Insured/Insured Person.

**"Insured"** means the individual / body corporate in whose name the Policy is issued.

**"Insured Person"** means the person named in the Schedule to this Policy, who has a permanent place of residence in India and for whom the insurance is proposed and the appropriate premium paid.

**"Insurable Event"** means an event, loss or damage for which the Insured/ Insured Person is entitled to benefit/s under this Policy.

**"Loss"** means loss or damage.

**"Medical Advisors"** are Medical Practitioners appointed by the Company.

**"Medical Related Expenses Reasonably And Necessarily Incurred"** mean expenses for medical care which shall be considered reasonable and necessary, in the opinion of the Company, to the extent that the expenses do not exceed the general level of charges being made by others of similar standing in the locality where the expenses are incurred when providing like or comparable treatment, services or supplies to individuals of the same sex and of comparable age, for a similar injury. In no event will the reasonable and necessary expenses exceed the charges prevalent in the relevant geographic area where the services are availed.

**"Physician"** means a person qualified to practice medicine or is a Surgeon or an Anesthetist and has a valid license issued by In appropriate authority for the same, provided that this person is not a member of the Insured/Insured Person's family.

**"Policy Period"** means the Period of Insurance as specified in the Schedule to this Policy.

**"Pre-Existing Condition"** means chronic diseases or illnesses or ailments and consequences of such diseases or illnesses or ailments existing or known to exist at the commencement of the period of insurance, even if the same had not been treated, including diseases, illnesses or ailments treated or for which medical advice was sought in the last six months before commencement of the period of insurance and including their consequences.

**"Reasonable Additional Expenses"** means any expenses for meals and lodging necessarily incurred by the Insured / Insured Person as the result of a trip interruption or trip delay but does not include meals and lodging provided by the common carrier or by any other party free of charge.

**"Return Destination"** means the place to which the Insured / Insured Person is scheduled to return from his/her trip.

**"Strike"** means stoppage of work (a) announced, organized and sanctioned by a labour union and (b) which interferes with the normal departure and arrival of a common carrier inclusive of work slowdowns, lockouts and sickouts.

**"Sum Insured"** means the maximum amount of coverage, as specified in the Schedule to this Policy, that the Insured/ Insured Person is entitled to in respect of each benefit and as applicable under this Policy.

**"Schedule"** means the Schedule to this Policy.

**"Terrorism/Terrorist Incident"** means any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or the 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 the Travel Agent, tour operator, or other entity from which the Insured/Insured Person avails of his/her travel arrangements and/or obtains the Policy, and includes all officers, employees, and affiliates of the Travel Agent, tour operator or other entity.

**"Trip"** means a trip starting from the Insured/Insured Person's original place of residence in India and back. Single Trip shall mean one trip to any destination within the Republic of India during the Policy period, as per details specified in the Schedule to this Policy.

**"Trip Duration"** means the period of time commencing from the date when the Insured / Insured Person travels out of his/her original place of residence in India and ending on the date of his/her return to his/her original place of residence in India, both days inclusive, and calculated according to Indian Standard Time (IST).

**"Valuables"** mean photographic, audio, video, computer and other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, furs and articles made of precious stones and metals.

#### **PERIOD OF INSURANCE:**

This Policy shall be valid as per its duration as specified in the Schedule to this Policy.

The cover shall begin on the day specified in the Schedule to this Policy.

If any injury during the period of travel necessitates curative treatment in a Hospital / Nursing Home as an in-patient beyond duration of this insurance, the Company's liability to pay benefits within the scope of this Policy shall extend for a further period of 30 days insofar as it can be proved that transportation to the original place of residence is not possible. The Company must be notified immediately as soon as it is known that Insured / Insured Person is unfit to return to the original place of residence. If any new injury is contracted beyond duration of this Policy, treatment for the same will not be covered.

Further, in case of transportation to the original place of residence on the advice of the Company in consultation with the attending Medical Practitioner, appropriate continued treatment in a Hospital/Nursing Home nearest to the original place of residence of the Insured/Insured Person on the advice of the Company for the same injury will be covered for a maximum of 30 days beyond this Policy period provided the injury is contracted within this Policy period.

Extension of the period of insurance is automatic for a period not exceeding 7 days and without extra charge, if necessitated by delay of public transport services beyond the control of the Insured / Insured Person.

#### **SCOPE OF COVERAGE**

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed, to compensate, indemnify, pay and/or reimburse in manner provided in this Policy, benefits to the Insured/Insured Person for loss or damage described hereunder upto the limit of Sum Insured as specified in the Schedule to this Policy.

#### **BENEFIT 1 - PERSONAL ACCIDENT**

##### **What it covers**

The Company shall compensate the Insured / Insured Person or his/her nominee or legal heirs as the case may be, for accidental bodily injury (whilst on a trip covered by this Policy) solely and directly

caused by accidental, violent, external and visible means resulting in permanent disablement or death within 12(twelve) calendar months of occurrence of such injury.

The Sum Insured as specified in the Schedule to this Policy shall be the limit per person per Policy period. Further in case of the death of the Insured/Insured Person, the same shall be payable to the nominee or the legal heirs of the Insured/Insured Person. The Sum Insured shall be the maximum liability of the Company under this benefit.

Subject to the above, the Company shall pay to the Insured / Insured Person the sum or sums as set forth in the Table of Benefits below:

Table of Benefits	Percentage of Sum Insured as per Schedule
1. Death	100%
2. Total and irrecoverable loss of	
i) Sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand and one entire foot or of such loss of sight of one eye and such loss of the one entire hand or one entire foot.	100%
ii) Use of two hands or of two feet or of one hand and one foot or of such loss of sight of one eye and such loss of use of one hand or one foot.	100%
3. Total and irrecoverable loss of	
i) the sight of one eye or the actual loss by physical separation of one entire hand or one entire foot.	50 %
ii) use of a hand or a foot without physical separation	50 %
<i>For the purpose of items 2 and 3 above, this shall mean separation at or above wrist and/or of the foot at or above ankle, respectively.</i>	
4. Permanent total and absolute disablement disabling the Insured / Insured Person from engaging in any employment or occupation of any description whatsoever.	100 %

- The disablement must occur within one year of the accident.
- The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement.

Notwithstanding anything contained in this Policy, the Company shall not be liable for compensation under more than one of the clauses (1) to (4) in the Table of Benefits hereinabove, in the same period of disablement of the Insured / Insured Person.

### **What it does not cover**

The Company shall not be liable to make any payment under this benefit in respect of the following:

1. Any pre-existing disability /accidental injury.
2. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
3. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
4. Any payment under this benefit whereby the Company's liability would exceed the sum payable in the event of death.
5. Any other claim after a claim for death has been admitted by the Company and becomes payable.
6. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured / Insured Person is flying as a passenger on a multi engine, commercial aircraft.
7. Payment of compensation in respect of death, injury or disablement of the Insured / Insured Person (i) from intentional self injury, suicide or attempted suicide, (ii) whilst under the influence of intoxication, liquor or drugs, (iii) directly or indirectly, caused by venereal diseases, AIDS or insanity, (iv) whilst engaging in aviation or ballooning whilst mounting into, dismounting from or traveling in any aircraft or balloon other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world (v) arising or resulting from the Insured / Insured Person committing any breach of law with or without criminal intent.
8. Death or disablement resulting, directly or indirectly, caused by, contributed to or aggravated or prolonged by childbirth or pregnancy or in consequence thereof, venereal disease or infirmity.
9. Payment of compensation in respect of death, injury or disablement of the Insured / Insured Person due to or arising out of or directly or indirectly connected with or traceable to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrests, restraints and detentions of all Kings, Princes and people of whatsoever nation, condition or quality.
10. Payment of compensation in respect of, death of, or bodily injury or any disease or illness to the Insured / Insured Person directly or indirectly caused by or contributed to by or arising from -
  - i) ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel and for the purposes hereof, combustion shall include any self-sustaining process of nuclear fission;
  - ii) nuclear weapons material.
11. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **Special Conditions**

1. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but the amount payable shall not exceed 100% of the Sum Insured specified in the Schedule to this Policy.
2. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in determining the benefit amount in such a case will be the degree to which the normal physical or mental capabilities are impaired, solely from a medical point of view, as ascertained by the Company..
3. If the Insured / Insured person dies for a reason unconnected with the accident within a year of the accident for whatever reason, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made, as ascertained by the Company.
4. In the event of permanent disablement, the Insured / Insured Person will be under obligation:
  - a. To have himself/herself examined by the Panel Doctors appointed by the Company and the Company will pay the costs involved thereof.
  - b. To authorize doctors providing treatment or giving expert opinion and any other authority to supply the Company any information that may be required on the condition of the Insured / Insured Person.

If the above obligations are not met with due to whatsoever reason, the Company shall be relieved of its liability to compensate under this benefit.

## **BENEFIT 2 - EMERGENCY MEDICAL EXPENSES**

### **a) Hospitalization Consequent on Accident**

The Company shall pay or reimburse to the Insured / Insured Person expenses incurred for availing immediate emergency medical assistance required on account of any injury sustained due to an accident occurring whilst on a trip but not exceeding the Sum Insured as specified in the Schedule to this Policy.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

#### **What it covers**

In the event, the Insured/Insured Person sustains any accidental injury during the Policy period, the Company will pay or reimburse to the Insured/ Insured Person expenses for the following:

1. Out-patient treatment, provided, the same is critical and cannot be deferred till the Insured/Insured Person's return to the original place of residence.
2. In-patient treatment in a Hospital/Nursing Home at the place the Insured/Insured Person is staying at the time of occurrence of an insurable event.

3. Medical aid prescribed by a Physician as necessary part of the treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids)..
4. X-Ray, diagnostic tests and all reasonable costs towards diagnostic methods and treatment of injury provided these pertain to the injury due to which hospitalization was deemed necessary.
5. Cost of transportation, including necessary medical care en-route, by recognized medical service providers for medical attention at the nearest Hospital or by the nearest Physician.

#### **b) Emergency Evacuation and Repatriation**

The Company shall reimburse the following, consequent on an accident:

- i) Reimbursement of the extra costs of medically necessary and prescribed transportation/medical evacuation of the Insured/Insured Person from the location of the incident to the original place of residence of Insured/Insured Person or the nearest Hospital up to the limit of Sum Insured as opted by the Insured/Insured Person in the event that it is not possible to guarantee adequate medical treatment within a reasonable distance of the Insured/Insured Person's current location and consequently his health would be in jeopardy as confirmed by the attending medical Practitioner.
- ii) the additional extra costs for an accompanying person, up to the limit of Sum Insured as opted by the Insured/Insured Person if it is medically necessary that the Insured/Insured Person be accompanied; this might be a physician, nurse, immediate family member (limited to father / mother / spouse / children) or colleague.
- iii) In the event of the death of the Insured/Insured Person due to an accident in terms of this Policy, the costs of transporting the mortal remains of the deceased Insured/Insured Person back to the original place of residence or, up to an equivalent amount, for a local burial or cremation at the location where the death occurred, subject to the maximum limit as specified in the Schedule to this Policy.
- iv) If the Insured/Insured Person is required to be transported from a medical point of view, it shall be the decision of the Company in consultation with the attending Medical Practitioner whether the Insured/Insured Person is to be repatriated to the original place of residence or not.

The extra costs under "transportation" above are:

- in the event of transportation to the original place of residence, the additional costs arising for the return trip home as a consequence of the insured event;
- in the event of death, the costs which exceed those that would normally arise if the Insured/Insured Person had died at his original place of residence.

### **BENEFIT 3 - TOTAL LOSS OF CHECKED IN BAGGAGE**

#### **What it covers**

The Company shall compensate the Insured / Insured Person for the total loss of checked-in baggage on a trip. The cover is limited to the travel destinations specified in the Proposal Form. All halts and via destinations included in this main travel ticket will be covered under this benefit. The compensation will be limited to the Sum Insured as specified in the Schedule to this Policy.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be of an amount as specified in the Schedule to this Policy.

### **What it does not cover**

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 the Insured / Insured Person for:

1. Valuables and money, all kinds of securities and tickets/passes or any other item not declared to, and agreed to by, the Company.
2. Loss of property unless a Property Irregularity Report or other report usually issued by common carriers in the event of loss of checked-in baggage has been procured and submitted to the Company.
3. Any partial loss of the items contained within the checked-in baggage.
4. Items contained within the checked-in baggage, which are valued in excess of Rs. 1,000 without appropriate proof of ownership.
5. Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
6. Loss due to partial damage of the checked-in baggage.
7. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **Special Conditions**

1. The Company will compensate the Insured / Insured Person for the market value of checked-in baggage in the event of total and complete loss of such checked-in baggage caused by a common carrier up to the limits as specified in the Schedule to this Policy provided that:
  - a. Maximum amount payable per checked-in baggage, in case more than one bag has been checked-in, is 50 % of the applicable Sum Insured. In case of only one bag being checked-in, the amount payable is 100% of the applicable Sum Insured.
  - b. Insured has provided all reports, documents and other details concerning the loss to the Company.

For the purposes of this benefit, "market value" is the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss.

2. In the event that the Company makes any payment under this benefit, it is a condition of such payment that any recovery from any common carrier by the Insured/ Insured Person,

- or on behalf of the Insured/ Insured Person, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.
3. The amount payable in respect of any one article, pair or set is limited to the amount as specified in the Schedule to this Policy.
  4. In the event of loss of baggage whilst in the custody of an airline, a Property Irregularity Report (PIR) must be obtained from the airline immediately upon discovery of the loss which must be submitted to the Company.
  5. No partial loss or damage shall become payable. However, total loss or damage of individual unit(s) of baggage shall not be construed as falling within this Special Condition.

#### **BENEFIT 4 – TRIP DELAY**

##### **What it covers**

The Company shall reimburse the Insured / Insured Person the reasonable additional expenses incurred by the Insured / Insured Person if his/her trip is delayed for more than the specified hours beyond the scheduled time, as mentioned in the Schedule to this Policy. Incurred additional expenses must be supported by receipts. This benefit is payable only once per trip for:

1. Unforeseen illness, injury, or death of the Insured / Insured Person or Family Member of the Insured/Insured Person traveling with him/her in the trip due to accidents leading to emergency hospitalization for a minimum of 5 days. Disease, illness or injury must be so disabling as to reasonably cause a travel delay.
2. The place intended to be occupied by the Insured/ Insured Person for purposes of stay during the trip or the destination being made uninhabitable by fire, flood, vandalism, burglary, or natural disaster.

The reimbursement under this benefit will be limited to the Sum Insured as specified in the Schedule to this Policy. The deductible in respect of this benefit shall be as specified in the Schedule to this Policy.

#### **BENEFIT 5 – TRIP CANCELLATION AND INTERRUPTION**

##### **What it covers**

The Company shall compensate the Insured / Insured Person as hereunder if a trip is canceled or interrupted due to any of the following reasons:

1. Unforeseen illness, injury, or death of the Insured/ Insured Person's family member **travelling with the Insured/Insured Person in the trip due to accidents leading to emergency hospitalisation for minimum period of 5 days**. Disease, injury or illness must be so disabling as to reasonably cause a trip to be canceled or interrupted;
2. The Insured/Insured Person being abducted;

**Trip Cancellation Benefits:** The Company will pay this benefit up to Sum Insured as specified in the Schedule to this Policy for trips that are canceled before the scheduled departure date due to any of the reasons mentioned above. The Company will reimburse for the forfeited, non-refundable prepaid payments, made prior to the Insured/Insured Person's departure date.

**Trip Interruption Benefits:** The Company will pay this benefit up to Sum Insured as specified in the Schedule to this Policy for trips that have been interrupted, due to any of the reasons mentioned above. The Company will reimburse for the forfeited, non-refundable prepaid payments, made prior to the Insured/Insured Person's departure date and additional transportation expenses incurred by the Insured/Insured Person.

1. From the place that the Insured/Insured Person left the trip to the place that the Insured / Insured Person may rejoin the trip;
2. Additional transportation expenses incurred by the Insured/ Insured Person to reach the original trip destination if the Insured / Insured Person is delayed, and leaves after the trip departure date.

However, the benefits above, will not exceed the cost of economy airfare by the most direct route, less any refunds paid or payable.

***What it does not cover?***

1. Common carrier-caused delays, including an announced, organized sanctioned union labour strike that affects public transportation, unless the commencement of the period of insurance is prior to a date when the strike is foreseeable. A strike is foreseeable on the date the labour union members vote to approve a strike.
2. Travel arrangements cancelled or changed by an airline, cruise line, or tour operator, unless the cancellation is the result of bad weather.
3. Changes in plans by the Insured/Insured Person or an immediate Family Member for any reason.
4. Adverse change in financial circumstances of the Insured/ Insured Person or any Family Member
5. Any business or contractual obligations of the Insured/Insured Person or any Family Member, except for termination or layoff of employment.

6. Default by the person, agency, or tour operator from whom the Insured / Insured Person obtained this Policy and/or made travel arrangements.
7. Any government regulation or prohibition.
8. An event or circumstance, which occurs prior to the commencement of the period of insurance.
9. On account of a felonious assault, where the Insured/Insured Person or any Family Member of the Insured/Insured Person has been a principal or accessory in the assault committed.
10. Any claim for a flight which is not booked in India;
11. Any claim resulting from the financial failure of:
12. (i) Any scheduled airline at the time the Insured/Insured Person obtained this Policy or booked the ticket;  
(ii) Any scheduled airline that holds another bond or insurance (even if that bond or insurance is not enough to pay the claim in full); or  
(iii) Any travel agent, tour operator, booking agent or flight consolidator arranging the booking
13. Any claim that the Insured/Insured Person knew, at the time of purchasing this insurance, about any reason that could cause a claim under this section.
14. Any claim arising or resulting from a charter flight.

## **BENEFIT 6 – HIJACK DISTRESS ALLOWANCE**

### **What it covers**

The Company shall make an allowance to the Insured/ Insured Person, in the event of hijack of a common carrier in which he/she is traveling on a trip, of the amount as specified in the Schedule to this Policy.

The deductible in respect of this benefit will be applicable for each separate claim, and shall be as specified in the Schedule to this Policy.

### **What it does not cover**

The Company shall not be liable to make any payment under this benefit for:

- 1) Deductibles as specified in the Schedule to this Policy.
- 2) Any incident where the Insured /Insured Person is suspected to be either the principal or an accessory in the hijacking.
- 3) Any claim as a consequence of a change in the regular routes of travel / trip of the common carrier due to traffic, weather, fuel shortage, technical snag or security reasons.
- 4) Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## **BENEFIT 7. – HOME BURGLARY INSURANCE**

### **What it covers**

The Company shall pay to the Insured / Insured Person compensation for any loss or damage to the contents of his/her original place of residence in India, due to burglary and/or attempted burglary during his/her trip, up to the limit of the Sum Insured mentioned in the Schedule to this Policy. The total liability of the Company shall not exceed the Sum Insured as specified in the Schedule to this Policy in any one year irrespective of the number of such incidents or occurrences.

Jewellery will be covered under this benefit as part of contents up to 20% of the Sum Insured as specified in the Schedule to this Policy or actuals whichever is less.

### **What it does not cover**

The Company shall not be liable to make any payment under this Policy for:

1. Loss or damage caused by the Insured/Insured Person's and/or Insured/Insured Person's employee(s) or agents and / or Insured/Insured Person's family member's direct or indirect involvement 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 for money, 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, precious stones that are not part of jewellery or ornaments, gold bullion (unless previously specifically declared to, and accepted by, the Company in writing);
3. Loss of money and/or other property abstracted from safe following the use of the key to the said safe or any duplicate thereof belonging to the Insured/Insured Person, unless such key has been obtained by assault or violence or any threat thereof.
4. Loss of or damage to any property insured under this Policy due to any misfeasance, malfeasance or nonfeasance or breach of trust in relation thereto by the Insured/Insured Person.
5. This Policy shall cease to attach
  - a) if the Insured / Insured Person shall cause or suffer any material alteration to be made to his/her home or anything to be done whereby the risk is increased;
  - b) if the interest of the Insured/Insured Person in his/her original place of residence shall pass from him/her otherwise than by will or operation of law; unless, in every case, the consent of the Company to the continuance of the insurance thereon is obtained and signified on the Policy
6. Loss or damage to any property/item illegally acquired, kept, stored or property subject to forfeiture in any manner whatsoever.
7. Loss or damage due to war and allied perils, nuclear weapon materials or terrorism.

8. Mysterious disappearance or unexplained losses.
9. Loss or damage on account of any exclusions mentioned in the General Exclusions section of this Policy.

## **BENEFIT 8 – COMPASSIONATE VISIT BY THE FAMILY MEMBER**

### **What it covers**

In the event the Insured / Insured Person is hospitalized for a period exceeding the number of days (as specified in the Schedule to this Policy) consecutively, and his/her medical condition forbids repatriation back to his/her original place of residence and no adult member of his/her immediate family is present, the Company after obtaining confirmation of the need for a companion from the attending doctor, will provide

- a) a round trip economy class air ticket, or first class railway ticket, to allow one family member limited to spouse, children or parents, to be at his /her bedside for the duration of stay in the Hospital/Nursing Home;
- b) expenses towards stay of the family member during such compassionate visit.

Provided however that the Company's liability for round trip ticket and the expenses relating to this benefit shall in no case exceed the Sum Insured as specified in the Schedule to this Policy.

This benefit is payable up to the limit of the Sum Insured as specified in the Schedule to this Policy provided that a valid claim should have been admitted under the Emergency Medical Expenses Benefit of the Policy.

### **What it does not cover**

This benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from any exclusion mentioned in the 'General Exclusions' section of this Policy.

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

1. The Policy start date shall be on or before the trip start date
2. Termination of the Policy at a date earlier than the end date can be done only if the Insured / Insured Person returns back to his/her original place of residence earlier than the end date of the Policy. Refund of premium for the days between the arrival date and the end date of the Policy will be given after adjusting cancellation charges, if any. Premium refunded will be equal to the amount of premium to be paid for the original Policy duration minus the premium to be paid by taking the arrival date as the new end date, provided this period is more than 10 days.

3. The premium payable for the extension of the Policy during the trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
4. The Insured / Insured Person shall take all reasonable precautions to prevent injury in order to minimize claims. Failure to do so will prejudice the Insured/Insured Person's claim under this Policy.
5. The Insured / Insured Person shall provide the Company with the details of the trip and other information as may be required by the Company from time to time.
6. Deductible will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.
7. Claim Procedure - **What is to be done in case of a claim?**
  - a. The Insured / Insured Person shall immediately contact the Help Line of the Company stating necessary details. The details of phone numbers and Help Line are given in the Schedule attached to this Policy.
  - b. The Insured /Insured Person needs to contact the Help Line number as soon as possible and inform in case the Insured/ Insured Person is/will be filing any claim, even if assistance is not required. The Company will not be liable to pay any claim that has not been informed by the Insured /Insured Person to the Help Line of the Company.
  - c. The Help Line of the Company will verify the identity of the caller by asking appropriate information.
  - d. In the event of an accidental injury where it is not possible to contact the Help Line before consulting a Physician or going to the Hospital, the Insured / Insured Person shall contact the Help Line as soon as possible. In either case, when being admitted as a patient, the Insured/Insured Person shall show the concerned Physician or personnel this Policy.
  - e. In case of Emergency Medical Expenses and Repatriation of Mortal Remain, the Company's liability will only attach if these are incurred with the approval of the Company.
  - f. In case of all other claims, there shall be necessary prior intimation to the Helpline of the Company, stating the incident/loss.
8. Claims Settlement - **How to get the claim paid?**
  - a. If the procedure stated above is complied with, the Company will guarantee to the Hospital/other providers the costs of hospitalisation, transportation for emergency services, transportation home of the Insured/ Insured Person including accompanying person, if any. All costs will be directly settled by the Company on the Company's behalf and the same shall constitute due discharge of the Company's obligations hereunder.
  - b. If the Hospital / other providers do not accept the guarantee of payment from the Company, the Company cannot be held liable for the same. The cost will then have to

be borne by the Insured / Insured Person and the same will then be reimbursed by the Company on submission of required documents.

- c. In case of claims under home burglary insurance, the loss shall be intimated to the Company and the Company shall appoint an independent surveyor to assess the loss.

9. Claim Documentation - **What documents need to be submitted?**

- a. The original ticket / boarding pass indicating the travel dates must be submitted with every claim, along with the completed claim form.
- b. Original bills / vouchers / reports and discharge summary must be submitted along with all medical claims.
- c. Bills/vouchers/reports/discharge summary must mention the name of the person treated, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the name of the Insured/Insured Person and the medicines prescribed. The pharmacy bills must clearly show the price and bear the receipt stamp of the pharmacy.
- d. For reimbursement of the costs of transporting the mortal remains of the Insured /Insured Person to his/her original place of residence or of costs of burial at his current location, an official death certificate and a physician's statement giving the cause of death needs to be submitted. Medical statements from spouses/ relatives will not be accepted. Original bills / receipts of expenses incurred also need to be submitted. These would be paid as per the usual and customary charges incurred for the same.
- e. For reimbursement of extra expenses of transportation of Insured /Insured Person to his/her original place of residence, a medical statement from a registered Physician indicating the cause and the necessity of transportation needs to be submitted. Medical statements from spouses/ relatives will not be accepted. Original bills / receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- f. In case of total loss of checked-in baggage, a Property Irregularity Report or other report usually issued by the common carriers in the event of loss of checked-in baggage will need to be submitted with the claim form. A letter from the airline will also need to be submitted stating the compensation, if any received from them for the lost baggage.
- g. Adequate proof of ownership of items contained within checked-in baggage valued in excess of the Indian Rupee equivalent of Rs 1,000/- for loss/delay of checked-in baggage will need to be submitted.
- h. Original bills of emergency items purchased and the Property Irregularity Report or any such other report from the airline stating the date and time of arrival of delayed baggage needs to be submitted in case of delay of checked-in baggage claims.
- i. For personal accident, original bills/ vouchers/ reports/ discharge summary are to be submitted, mentioning the name of the person treated, the cause of accident, details of the individual items of medical treatment provided and the dates of treatment. In

case of death a Post mortem report, Police Report and Death certificate shall also be submitted.

- j. For claims under trip delay the following documents need to be furnished. Medical reports and doctors' statement or Police report confirming the incident causing the trip delay. All original bills / receipts of reasonable additional expenses incurred and/or proof of cancellation charges levied by the carriers shall be submitted
  - k. For claims under trip cancellation and interruption the following documents need to be submitted. Medical reports and doctors statement if trip is cancelled or interrupted due to medical reasons. All original bills / receipts of reasonable additional expenses incurred and/or proof of cancellation charges levied by the carriers shall be submitted.
  - l. Claim documents to be submitted in event of a claim benefit under home burglary insurance are
    - First Information Report from the Police
    - Panchnama
    - Investigation Report by the Police
    - Estimate and final bills of repairers
    - Invoices of owned articles, if required by the Company
    - And any other document as may be appropriately applicable for the claims preferred under this benefit.
  - m. Any other document(s) that the Company may require from the Insured /Insured Person to process a claim may be asked for
10. Obligations of the Insured /Insured Person:
- a. Claims for benefits must be submitted to the Company 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 / Insured Person shall provide to the Company 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.
  - c. If requested to do so by the Company, the Insured / Insured Person is obliged to undergo a medical examination by a physician designated by the Company.
  - d. The Company is authorized by the Insured / Insured Person to take all measures that are suitable for loss prevention and claim minimization which includes the Insured / Insured Person's transportation back to his/her original place of residence.
  - e. The Company shall be released from any obligation to pay benefits under this Policy, if any, of the aforementioned obligations are breached by the Insured /Insured Person.
18. Transfer and Set-off of Claims:
- a. If the Insured / Insured Person 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 / Insured Person 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 / Insured Person.
19. No sum payable under this Policy shall carry any interest /penalty.
20. In the event of the Insured/Insured Person's death, the Company shall have the right to demand the submission of a post mortem/autopsy report.

#### **STANDARD TERMS AND CONDITIONS (APPLICABLE TO THIS POLICY)**

1. **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 non-disclosure of any material particulars 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 device being used by the Insured/Insured Person or any one acting on his/their behalf to obtain a benefit under this Policy.
2. **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 / Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy
3. **Reasonable Care**

The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured / Insured Person against accidental loss or damage that may give rise to a claim.
4. **Material change**

The Insured/ Insured Person shall immediately notify the Company in writing of any material change in the risk and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safety and 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/ Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured /Insured Person shall within one month after the expiry of the Policy furnish such information as the Company may require.
6. **No constructive Notice**

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

7. Notice of charge

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 /Insured Person or his/her nominee or legal heirs of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

8. Special Provisions

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

9. Electronic Transactions

The Insured /Insured Person agrees to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of this Policy or its terms, or the Company's other products and services, shall constitute legally binding and valid transactions when done in adherence to and in compliance with the Company's terms and conditions for such facilities, as may be prescribed from time to time. The Insured /Insured Person agrees that the Company may exchange, share or part with any information to or with other group companies or any other person in connection with the Policy, as may be determined by the Company and shall not hold the Company liable for such use application.

10. Duties of the Insured/ Insured Person on occurrence of loss

On the occurrence of any loss, within the scope of this Policy the Insured /Insured Person shall:

- a) Forthwith file/submit a Claim Form in accordance with 'Claim Procedure'.
- b) Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties, premises /goods.
- c) Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties.
- d) Not to abandon the insured property/items in the 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 /Insured Person does not comply with this provision of this Clause, all benefits under this 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/Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured /Insured Person 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 this Policy.

12. Position after a claim

The Insured /Insured Person shall not be entitled to abandon any insured property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured / Insured Person, 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 Person thereon.

If in any case the Company shall be unable to reinstate or repair the insured property/item, 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 this Policy.

14. Subrogation

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

15. Contribution

Save for the cover under the Personal Accident Section of this Policy, 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 /Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

16. 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/Insured Person 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.

17. Cancellation/termination

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered Post Acknowledgment Due to the Insured/Insured Person 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, provided however that the unexpired term is at least 10 days. The Insured /Insured Person may also give 7 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 for the period this Policy has been in force and shall repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation provided however that the unexpired term is at least 10 days.

18. Cause of Action

No claim shall be payable under this Policy where the cause of action arises outside India.

19. Policy Disputes

The parties to this Policy expressly agree that the laws of the Republic of India shall govern the validity, construction, interpretation and effect of this Policy.

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 thereto or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

It is clearly agreed and understood that no difference or dispute shall be referable to arbitration, as hereinbefore provided, if the Company has disputed or not accepted liability under or in respect of this Policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this Policy that the award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.

21. 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/Insured Person, at the address specified in the Schedule to this Policy.

In case of the Company, to the Policy issuing office of the Company.

22. Customer Service

If at any time the Insured /Insured Person requires any clarification or assistance, the Insured/Insured Person may contact the Policy issuing office of the Company at its address during normal office hours.

23. Grievances

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