

# Smart Travel

#### **Policy Wordings**

This is a contract of insurance between You and Us which is subject to the receipt of the premium in full and the terms, conditions and exclusions of the Policy. This Policy has been issued on the basis of the Disclosure to Information Norm, including the information provided by You in respect of the Insured Persons in the Proposal Form. Please inform Us immediately of any change in the address, state of health or any other changes affecting You or any Insured Person.

# PART 1: DEFINITIONS

For the purposes of this Policy, the terms specified below shall have the meaning set forth wherever appearing/specified in this Policy or related Endorsements:

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.

	means sudden, unforeseen and involuntary event caused by external, visible	
Accident	and violent means	
Act of Terrorism or "Terrorism" or "Terrorist Activity"	means an act or series of acts, 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), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.	
Adventure Sports or Hazardous Activities	means any sport or activity, which is potentially dangerous to the Insured whether he is trained or not. These activities normally consist of speed, height, elevated levels of physical exertion, combined with highly specialized gear or spectacular stunts. These activities shall be considered to be hazardous irrespective of the safety precautions taken while undergoing these activities/sports Such sport/activity includes (but not limited to) stunt activities of any kind, adventure racing, base jumping, biathlon, big game hunting, black water rafting, BMX stunt/obstacle riding, bobsleighing/ using skeletons, bouldering, boxing, canyoning, caving/ pot holing, cave tubing, rock climbing/ trekking/ mountaineering, cycle racing, cycle cross, drag racing, endurance testing, hand gliding, harness racing, hell skiing, high diving (above 5 meters), hunting, ice hockey, ice speedway, jousting, judo, karate, kendo, lugging, risky manual labour, marathon running, martial arts, micro – lighting, modern pentathlon, motor cycle racing, motor rallying, parachuting, paragliding/ parapenting, piloting aircraft, polo, power lifting, power boat racing, quad biking, river boarding, scuba diving, 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	

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	or wrestling of any type.
Ain Though	means travel by an airline/ aircraft, licensed by the competent authority for
Air Travel	carriage of passengers.
Airline	means a public airline that holds a proper license for the jurisdiction in which
	it operates and that operates scheduled flights, through Aircraft, for passengers
	and cargo.
	means continuous period of illness and includes relapse within 45 days from
Any one Illness	the date of last consultation with the Hospital/Nursing Home where treatment
	was taken
Assistance Service	means the service provider appointed by the Company from time to time, to
Provider/	provide assistance services as specified in the Policy
Company (ASP)	
	means any theft following upon actual, forcible and violent entry of and/ or
Burglary	exit from the Premises of the Insured with intent to commit a felony and
	includes housebreaking
Card	means an ATM card, credit card, charge card, prepaid card and debit card
Caru	issued by a qualified Card Issuer.
Card Issuer	Financial institution or Bank that offers card association branded payment
	cards directly to consumers
	means a facility extended by the insurer to the insured where the payment, of
<b>Cashless Facility</b>	the cost of treatment undergone by the insured in accordance with the policy
	terms and conditions, are directly made to the network provider by the insurer
	to the extent pre-authorization is approved.
	mean the baggage entrusted by the Insured and accepted by a Common Carrier
Checked-In	for transportation for which a baggage receipt is issued to the Insured by the
Baggage	Common Carrier. This shall exclude all the items that are carried/ transported
	under a contract of affreightment.
~ ~ .	means any civilian land, water conveyance or scheduled aircraft operated
<b>Common Carrier</b>	under a valid license issued by a governmental authority having jurisdiction
	for the transportation of fare paying passengers under valid ticket
Company/We/	means Zurich Kotak General Insurance Company (India) Limited
Our/Us	
Condition	means a policy term or condition upon which the Insurer's liability under the
Precedent	policy is conditional upon
	means a condition which is present since birth, and which is abnormal with
	reference to form, structure or position
Congenital	a) Internal Congenital Anomaly
Anomaly	Congenital anomaly which is not in the visible and accessible parts of the
	body. b) External Congenital Anomaly
	•
	Congenital anomaly which is in the visible and accessible parts of the body. means a cost sharing requirement under a health insurance policy that provides
Co-novmont	that the policyholder/insured will bear a specified percentage of the admissible
Co-payment	claims amount. A co-payment does not reduce the Sum Insured.
	means the country, Insured is normally residing in currently, and declared as
Country of	the Residential Address of the Insured in the Policy Schedule. It need not be
Residence	the same as the country of origin of the Insured or the country whose citizen
κεριατητέ	the Insured is.
Claim	means a demand made by You for payment of any benefit under the Policy in
Ciaiiii	means a demand made by 100 for payment of any benefit under the Policy in

	respect of an Insured Person
	means any institution established for day care treatment of illness and/or
	injuries or a medical setup with a hospital and which has been registered with
	the local authorities, wherever applicable, and is under supervision of a
	registered and qualified medical practitioner AND must comply with all
	minimum criterion as under –
Day care centre	i. has qualified nursing staff under its employment;
	ii. has qualified medical practitioner/s in charge;
	iii. has fully equipped operation theatre of its own where surgical procedures
	are carried out;
	iv. maintains daily records of patients and will make these accessible to the
	insurance company's authorized personnel
	means medical treatment, and/or surgical procedure which is:
	i. undertaken under General or Local Anaesthesia in a hospital/day care
Day Care	centre in less than 24 hrs because of technological advancement, and
Treatment	ii. which would have otherwise required hospitalization of more than 24
Trainent	hours
	Treatment normally taken on an out-patient basis is not included in the scope
	of this definition
	means a cost-sharing requirement under a travel insurance policy that provides
Deductible	that the insurer will not be liable for a specified rupee amount and for a
Deduction	specified number of days/ hours which will apply before any benefits are
	payable by the insurer. A deductible does not reduce the Sum Insured.
Dental Treatment	means a treatment related to teeth or structures supporting teeth including
Dental Heatment	examinations, fillings (where appropriate), crowns, extractions and surgery
Dependent	means unmarried child(ren) is still a full time student in an educational
Child(ren)	institution; and is unemployed.
Disclosure to	means the policy shall be void and all premium paid thereon shall be forfeited
information norm	to the Company in the event of misrepresentation, mis-description or non-
	disclosure of any material fact.
	means a medical condition arising out of an illness or injury contracted by
Emergency	insured person and declared and certified by medical practitioner, attending to
Zincigency	insured person, that immediate treatment is required to save the life of insured
	person.
	means management for an illness or injury which results in symptoms which
<b>Emergency Care</b>	occur suddenly and unexpectedly, and requires immediate care by a <i>medical</i>
	practitioner to prevent death or serious long term impairment of the insured
	person's health
	Family Members means the Insured Person's immediate family which
Family Members or Family	includes his/her spouse, children, brother(s), sister(s), parents and parents-in-
	law(s).
	This Definition is applicable to the below mentioned covers–
	Compassionate Visit
-	Trip Cancellation
	Trip Interruption / Curtailment
	Personal Liability
	Home Burglary and robbery
	Return of Minor Child

	Pet Care	
	Event Cancellation	
	Automatic Extension of Policy	
Family Floater Grace Period	<ul> <li>means a Policy described as such in the Policy Schedule where You and Your family members as mentioned in Eligibility (Part III) and named in the Schedule are insured under this Policy as at the Policy Period Start Date. The Sum Insured for a Family Floater means the sum shown in the Schedule which represents Our maximum liability for any and all claims made by You and/or all of Your family members mentioned in the Policy Schedule during each Policy Period.</li> <li>means the specified period of time immediately following the premium due date during which a payment can be made to renew or continue a Policy in force without loss of continuity benefits such as waiting periods and coverage of Pre-existing diseases. Coverage is not available for the period for which no</li> </ul>	
Care and Freeze	premium is received.	
Green Fees Hijack	<ul> <li>means the amount paid for playing one round or a session on a golf course.</li> <li>means the unlawful seizure or exercise of control of any Common Carrier by force or violence or threat of force or violence or an act, including but not limited to the use of force or violence or the threat thereof, committed for any reason (including political, religious or ideological) by any person or group of persons, whether acting alone or on behalf of or in connection with any organization or government.</li> </ul>	
Hospital	<ul> <li>(For the purpose of treatment taken in India)</li> <li>means any institution established for <i>in-patient care</i> and <i>day care treatment</i> of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulations) Act 2010 or under enactments specified under the Schedule of Section 56(1) of the said Act Or complies with all minimum criteria as under:</li> <li>i. has qualified nursing staff under its employment round the clock;</li> <li>ii. has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;</li> <li>iii. has qualified medical practitioner (s) in charge round the clock;</li> <li>iv. has a fully equipped operation theatre of its own where surgical procedures are carried out</li> <li>v. maintains daily records of patients and makes these accessible to the insurance company's authorized personnel</li> </ul>	
Hospital	<ul> <li>(For treatment outside India)</li> <li>means any institution established for Inpatient care and day care treatment of illness and/ or injuries and which has been registered as a hospital or a clinic as per law rules and/or regulations applicable for country where the contingency arises.</li> <li>The term Hospital shall not include a place of rest, a place for the aged, a place for drug addicts or a place for alcoholics or a hotel, health spa or massage centre or the like</li> </ul>	
Hospitalisation	means admission in a Hospital for a minimum period of 24 consecutive ' <i>In-</i> <i>patient Care</i> ' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours	
Illness	means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment	

	(a) A suite condition A suite condition is a discosse illness or injury that is
	(a) Acute condition - Acute condition is a disease, illness or injury that is
	likely to respond quickly to treatment which aims to return the person to
	his or her state of health immediately before suffering the
	disease/illness/injury which leads to full recovery.
	(b) Chronic condition - A chronic condition is defined as a disease, illness, or
	injury that has one or more of the following characteristics:
	1. it needs ongoing or long-term monitoring through consultations,
	examinations, check-ups, and / or tests
	2. it needs ongoing or long-term control or relief of symptoms
	3. it requires rehabilitation for the patient or for the patient to be specially
	trained to cope with it
	4. it continues indefinitely
	5. it recurs or is likely to recur
	means accidental physical bodily harm excluding illness or disease solely and
Injury	directly caused by external, violent, visible and evident means which is
	verified and certified by a Medical Practitioner
	means treatment for which the insured person has to stay in a Hospital for
Inpatient care	
	more than 24 hours for a covered event
Insured/ Insured	means the person(s) named in the Policy Schedule, who is/are covered under
Person	this Policy, for whom the insurance is proposed and the appropriate premium
renson	received.
	ICU (Intensive Care Unit) Charges means the amount charged by a Hospital
	towards ICU expenses which shall include the expenses for ICU bed, general
ICU Charges	medical support services provided to any ICU patient including monitoring
	devices, critical care nursing and intensivist charges.
	means an identified section, ward or wing of a <i>hospital</i> which is under the
	constant supervision of a dedicated <i>medical practitioner</i> (s), and which is
Intensive Care	specially equipped for the continuous monitoring and treatment of patients
Unit	who are in a critical condition, or require life support facilities and where the
	level of care and supervision is considerably more sophisticated and intensive
	than in the ordinary and other wards.
	means a medical condition suffered by the Insured Person which has the
	following characteristics;
	1) Markedly unstable vital parameters (blood pressure, pulse, temperature &
	respiratory rate) or
	2) Acute impairment of one or more vital organ systems (involving brain,
	heart, lungs, liver, kidneys and pancreas) or
Life Threatening	
Medical	3) Critical care being provided, which involves high complexity decision
Condition	making to assess, manipulate and support vital system functions to treat single
0011011011	or multiple vital organ failures and requires interpretation of multiple
	physiological parameters and application of advanced technology or,
	4) Critical care being provided in critical care area such as coronary care unit,
	respiratory care unit, intensive care unit or the medical emergency department;
	and certified by attending Medical Practitioner as Life Threatening Medical
	Condition
	Maternity expenses means;
Maternity	Materinty expenses means,
	a) madical transmont avanages traceable to shildhigh (including complicated
-	a) medical treatment expenses traceable to childbirth (including complicated
expenses	<ul><li>a) medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization);</li><li>b) expenses towards lawful medical termination of pregnancy during the</li></ul>

	policy period	
	means any consultation or advice from a Medical Practitioner including the	
Medical Advice	issuance of any prescription or follow-up prescription	
Medical Expenses	means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.	
	means any treatment, tests, medication, or stay in hospital or part of a stay in	
Medically Necessary Treatment	<ul> <li><i>hospital</i> which:</li> <li>i. is required for the medical management of the illness or injury suffered by the insured;</li> <li>ii. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;</li> <li>iii. must have been prescribed by a <i>Medical Practitioner</i>;</li> <li>iv. must conform to the professional standards widely accepted in international medical practice or by the medical community in India</li> </ul>	
Medical Practitioner	means a person who holds a valid registration from the Medical Council or appropriate authority of the country where Insured Person is availing emergency treatment outside India/ Country of origin and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license. The term Medical Practitioner includes any qualified physician, specialist, or surgeon, and should not be an Insured Person under this policy, Immediate Family Member of the Insured Person or related to the Insured Person by way of blood, marriage, adoption, employment, or any pre-existing business relationship. For purposes of this definition, the term Immediate Family Member shall mean an Insured Person's legal spouse; siblings; siblings-in-law; parents; parents-in-law; legal guardian, children; ward; step-parents; grand- parents; grand-children	
Minor Child(ren)	<ul> <li>parents; grand-children</li> <li>is/ 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.</li> </ul>	
Money	means 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.	
Notification of	means the process of intimating a claim to the insurer or TPA through any of	
claim	the recognized modes of communication.	
<b>OPD Treatment</b> means the one in which the Insured visits a clinic / hospital or as facility like a consultation room for diagnosis and treatment based advice of a Medical Practitioner. The Insured is not admitted as a day in-patient.		
Period of Insurance	<ul> <li>shall mean in relation to a:</li> <li>Multi Trip Policy - the period between the Policy Start Date 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 (Republic of India) for the insured Trip and the Policy End Date as mentioned in the Policy Schedule or the actual date on</li> </ul>	

	<ul> <li>which the Insured returns to the Country of Residence (Republic of India) or full utilization of the maximum number of travel days per trip as mentioned in the Policy Schedule, whichever is earlier subject to maximum trip duration as mentioned in the Policy Schedule</li> <li>ii. Single Trip - the period between the Policy Start Date mentioned in the Policy Schedule, being the date on which the Insured first boards the mode of transportation by which he finally leaves the Country of Residence (Republic of India) for the insured Trip, and the Policy End Date as mentioned in the Policy Schedule or the actual date on which Insured returns to the Country of Residence (Republic of India), whichever is earlier.</li> </ul>	
Piste	means a marked ski run or path down a mountain for skiing and snowboarding.	
Plan	means the Plan stated in the Policy Schedule which is applicable to all Insured Persons and specifies the amounts of benefits available	
Policy	means these Policy wordings, the Policy Schedule and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to You, what is excluded from the cover and the terms & conditions on which the Policy is issued to You.	
Policy Period	means period commencing from the Policy Period Start Date and ending on the Policy Period End Date as specified in Policy Schedule	
Policy Period End Date / Policy End Date	means the date on which the policy expires as specified in Policy Schedule.	
Policy Period Start Date/ Policy Start Date	means the date on which the policy commences as specified in Policy Schedule.	
Policy Schedule	means the schedule attached to and forming part of this Policy mentioning the details of the Insured Persons, the Sum Insured, the period and the limits to which benefits under the Policy are subject to, including any Annexures and/or endorsements, made to or on it from time to time, and if more than one, then the latest in time.	
Pre- Existing Condition	<ul> <li>means any condition, ailment, injury or disease:</li> <li>a) that is/are diagnosed by a physician not more than 36 months prior to the date of commencement of the policy issued by the insurer or</li> <li>b) for which medical advice or treatment was recommended by, or received from, a physician not more than 36 months prior to the date of commencement of the policy.</li> </ul>	
Professional	means any sporting activity which is undertaken by the Insured Person for full	
Sports /	time and from which he/she derives earnings, wage, reward, or profit from	
Sportsperson	involvement in sports.	
Relative	means the Insured Person's legally married spouse, parent, step-parent, parent in-law, grandparent, child, stepchild, legally adopted child, grandchild, brother, brother in-law, sister, sister in-law, son in-law, daughter-in-law, uncle, aunt, niece, nephew or cousin. This Definition is applicable to the below mentioned covers– Compassionate Visit	
	Return of Minor Child Pet Care	

	means the terms on which the contract of insurance can be renewed on mutual	
Renewal	consent with a provision of grace period for treating the renewal continuous	
	for the purpose of gaining credit for pre-existing diseases, time-bound	
	exclusions and for all waiting periods	
Room Rent	means the amount charged by a Hospital towards Room and Boarding	
Koom Kent	expenses and shall include the associated medical expenses.	
Semi-Professional	shall mean those sports persons who participate in sports activity and get	
	remuneration for participating, but whose primary source of income is not	
sportsperson	from sport activity.	
Sound Natural	means natural teeth that either are unaltered or are fully restored to their	
Teeth	normal function and are Disease-free, have no decay and are not more	
Teeth	susceptible to Injury than unaltered natural teeth.	
	means the maximum amount of coverage, as specified against each benefit in	
Sum Insured	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.	
	means an act of self-killing. For Suicide, a person must commit it by himself,	
Suicide	irrespective of the means employed by him in achieving his object of killing	
	himself.	
	shall mean the right of the insurer to assume the rights of the Insured person	
Subrogation	to recover expenses paid out under the policy that may be recovered from any	
	other source.	
Current on	means manual and/ or operative procedure(s) required for treatment of an	
Surgery or	illness or injury, correction of deformities and defects, diagnosis and cure of	
Surgical Proceedure	diseases, relief of suffering or prolongation of life, performed in a hospital or	
Procedure	day care centre by a medical practitioner.	
	means any journey undertaken within Policy Period and which commences	
	when the passenger boards the Common Carrier for onward overseas journey	
	and terminates when he disembarks on return to India or the Policy Period End	
	Date whichever is earlier.	
	Single Trip - means and includes one Trip undertaken by the Insured during	
Trip / Journey	the Period of Insurance from the Country of Residence of the Insured on or	
111p / Journey	after the Policy Start Date and returning to the Country of Residence of the	
	Insured on or before the Policy End Date.	
	Annual Multi Trip / Multi Trip - means one or more Trips undertaken by	
	the Insured during the Policy Period from the Country of Residence of the	
	Insured (Republic of India) and back, subject to maximum trip duration as	
	specified in the Policy Schedule.	
Travelling	means a Person who is/are booked from start of trip and or Joins insured	
Companion	person during period of Insurance	
Unauthorized	means improper access by a Third party using usual means but without the	
Access	consent of the insured.	
Unproven/	means the treatment including drug experimental therapy which is not based	
Experimental	on established medical practice in India, is treatment experimental or	
treatment	unproven.	
<b>X</b> 7 - <b>1 1</b> - <b>1</b>	means and include photographic, audio, video, painting, computer and any	
Valuables	other electronic equipment, telecommunications and electrical equipment,	
	telescopes, binoculars, antiques, watches, jewelry and gems, furs and articles	



	made of precious stones and metals.	
You/Your/	means the policyholder/Insured Person named in the Policy Schedule	
Policyholder		

# PART 2: SCOPE OF COVER

The Covers available under this Policy are described below. Covers will be available to the Insured Person, only if that particular cover is specifically mentioned in the Policy Schedule as per the Plan opted by You, subject to

- (a) availability of Sum Insured
- (b) the terms, conditions and exclusions of this Policy and
- (c) any sum insured, deductible or sub-limits specified in respect of that Cover and any limits applicable under the Plan in force for the Insured Person as specified in the Policy Schedule

#### Section 1: Medical Covers

#### 1.1 Medical Expenses – Accident and Illness

We shall indemnify the Insured for the Medical Expenses reasonably incurred on Inpatient Care / Day care treatment / OPD Treatment by the Insured undertaken on account of any Illness contracted or Injury sustained whilst on a Trip during the Period of Insurance, which is not due to pre-existing disease or pre-existing medical condition, 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.

We 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, we 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 our overall liability 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, we will be liable for the expenses incurred by the Insured at his Country of Residence without prior approval from us.

Medical and related expenses incurred by the Insured for the treatment of the Mental Illness will be covered as per below sub-limits within the Medical Expenses Section

- 1. In Patient Hospitalization Treatment (IPD) will be covered upto 1% of sum insured upto maximum 2000 USD per policy period
- 2. Out Patient Treatment (OPD) will be covered upto 100 USD per visit including consultations, investigations and pharmacy. Maximum 3 sessions will be allowed per policy period
- 3. Overall medical expenses limit for Mental Illness including In Patient Hospitalization Treatment and Out Patient Treatment shall not exceed 1% of SI upto maximum 2000 USD whichever is lower per policy period



## **Special Conditions:**

#### **Sub-Limits**

1. Sub-Limit A: Limit for any one illness/ injury -

For policies with 1.1 Medical Expenses - Accident and Illness Cover sum insured over USD 100,000, the limit of liability of the Company will be restricted to USD 100,000 per sickness or 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 Insured Persons aged 56 years and above, the maximum eligible medical expenses per sickness or 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.

Medical Expenses	Description
Hospital Room and boarding	Maximum USD 1,800 per day up to 30 days
Intensive care unit	Maximum USD 3,250 per day up to 7 days
Surgery (Includes Operation room charges, Surgeon fee and Implant charges)	Maximum up to USD 15,000
Anaesthetist services	Up to 25% of surgical treatment
Medical Practitioner's visit fees	Maximum USD 100 per day per visit up to 10 visits
Diagnostic and Radiology services	Maximum USD 1000
Ambulance services (Includes Cost of transportation to hospital and Paramedic services)	Maximum USD 500
Miscellaneous expenses*	Maximum of USD 2,000

\*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 medical services which are not part of any other above given heads.

#### Note:

- 1. The maximum liability in the event of claim shall be restricted to limit under Sublimit A or Sublimit B (if applicable) or Sum Insured whichever is lower as specified in the Policy Schedule.
- 2. Above Sub-limit A and Sub-limit B shall not be applicable if Insured/Insured Persons have opted for "Platinum Plus" plan.
- 3. Above Sub-limit A and Sub-limit B shall not be applicable if Insured/Insured Persons are travelling to Schengen Countries.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

# 1.2 Daily Allowance

In the event of Hospitalisation of the Insured due to an Injury or Illness sustained or contracted within the Period of Insurance whilst on a Trip, We will pay to the Insured a daily compensation as specified in the Policy Schedule subject to the Deductible, for such maximum number of days as specified in the Policy Schedule, provided that We have accepted the claim under 1.1 Medical Expenses - Accident and Illness for In-Patient Hospitalization.

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

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

## Claims Procedure applicable to 1.1 and 1.2

- 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 – Applicable to All Sections.
- 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
  - i. To avail the cashless facility
  - ii. For planned Hospitalisation: Five days before admission in the Hospital.
  - iii. For emergency Hospitalisation: within one day or as soon as is reasonably possible but in any case, before discharge from the Hospital.
  - iv. The Company is not obliged to provide cashless facility if the above mentioned timelines are not adhered to.
- 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
  - i. Medical reports and discharge summary issued by the Hospital furnishing the name of the Insured, period of treatment, details of treatment rendered.
  - ii. Bills/ receipts for
    - i) Charges paid towards Hospital accommodation, nursing facilities and other medical services rendered.
    - ii) Fees paid to the Medical Practitioner, special nursing charges, etc.
    - iii) Charges incurred towards any and all test and/ or examinations rendered in connection with the treatment.
    - iv) Charges incurred towards medicines or drugs purchased from outside duly supported by the prescriptions of the Medical Practitioner attending on the Insured.

#### 1.3 Medical Evacuation

The Company shall 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

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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 evacuation is recommended by the attending Physician and such cost are certified and authorized by the Assistance Service Provider of and/ or by the Company.

For the purpose of this cover,

#### **Emergency Evacuation** means:

- i. Medical condition of insured warrants immediate Transportation from the place where he/she is injured or sick to the nearest Hospital where appropriate medical treatment can be obtained; or
- ii. after being treated at a local Hospital, medical condition of the insured warrants Transportation to the country where the Trip commenced to obtain further medical treatment or to recover; or
- iii. both (i) and (ii) above.

**Transportation** means any land, water or air conveyance required to transport the insured during an Emergency Evacuation. Transportation includes, but is not limited to, air ambulances, land ambulances and private motor vehicles.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

#### **<u>Claims Procedure applicable to 1.3</u>**

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

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

## 1.4 <u>Repatriation of Mortal Remains</u>

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 "1.1 Medical Expenses - Accident & Illness or 1.14 - Medical Expenses - Accident Only" Covers, 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.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

## **Claims Procedure applicable to 1.4**

- 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:
  - i. 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 post-mortem certificate wherever required by the Assistance Service Provider, for cases where post-mortem is conducted), issued by the appropriate authority where the contingency has arisen.
  - ii. Proof for expenses incurred towards disposal of the mortal remains.
  - iii. 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.

## 1.5 <u>Dental Expenses</u>

We will cover the reasonable Medical Expenses incurred by the Insured in connection with Dental treatment for any Injury or acute pain to his/ her Sound Natural Tooth or teeth during the Trip, undertaken within the Period of Insurance for getting relief from such injury/ pain.

Condition-

- Treatment shall commence within 24 hours of the time the acute pain/ Injury first occurs during a Trip abroad, 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 here to.

For the purpose of this cover, Exclusion 4 of "Exclusions Applicable to Section 1: Medical Covers" stands deleted.

## **Exclusions applicable to 1.5**

We will 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 disease.
- 2. Cementing or fixation of tooth or teeth bridge/s, permanent or temporary crowns, artificial tooth
- 3. Treatment of orthopedic, degenerative or oncological diseases.
- 4. Beauty and/ or cosmetic treatment and/ or reconstructive plastic surgery in any form or manner.
- 5. Treatment which could reasonably delayed until person return to Country of Residence.
- 6. Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- 7. For any costs incurred for routine dental treatment or consultation

## Claims Procedure applicable to 1.5

- 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 applicable to All Sections.
- Documents to be submitted in support of the claim:
  - i. Medical reports and discharge summary issued by the Hospital furnishing the name of the Insured, period of treatment, details of treatment rendered.
  - ii. Bills/ receipts for
  - iii. Charges paid towards Hospital accommodation, nursing facilities and other medical services rendered.
  - iv. Fees paid to the Medical Practitioner, special nursing charges, etc.
  - v. Charges incurred towards any and all test and/ or examinations rendered in connection with the treatment.
  - vi. 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.

# 1.6 Compassionate Visit

In the event the Insured Person is hospitalized for five (5) or more consecutive days for any Injury sustained and / or Illness contracted during the period of insurance at any place that is a part of the Trip covered, and his/her medical condition forbids repatriation and no adult Family Member / Relative or adult Travelling Companion is present, We will provide:

• A round trip economy class air ticket to allow one Family Member or Relative, during the period of hospitalization within period of Insurance, to be at his /her aid for the duration of stay in the Hospital;

Provided that:

- The Hospitalization has been advised by the Medical Practitioner attending on the Insured and such Hospitalization is admitted under Section 1 (1.1 Medical Expenses Accident and Illness or 1.14 Medical Expenses Accident Only) Cover of this Policy; and
- The need of such assistance is essential in the opinion of the Medical Practitioner attending on the Insured and recommended by him/ her accordingly.
- It is a condition precedent to the Company's liability hereunder that the need for such special assistance and consequent visit of any one of the Family Member or Relative from particular place is also approved by the Assistance Service Provider before any one of the Family Member or Relative undertakes the Trip
- The Family member's return travel to the Country of Residence shall commence not later than the date of the Insured Person's return to the Country of Residence.
- The Company's liability under this Cover, however, in respect of any one event or all events of Hospitalization during the Period of Insurance shall not in total exceed the Sum Insured as specified in the Part I of the Policy Schedule

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

## **Claims Procedure applicable to 1.6**

- 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 a round trip economy class air ticket.
- Documents to be submitted in support of the claim
  - i. Duly completed claims form
  - ii. Travel Details: Air Ticket and Boarding passes or copy of passport with visa entry and exit stamp.
- iii. Medical record of the patient, Discharge Summary, Presenting complain, diagnosis, treatment given, etc.
- iv. Certificate from the Treating Medical Officer mentioning the need for a companion (If no adult member from the family is available)
- v. Paid receipts in original for expenses incurred towards air tickets and stay of the insured/Immediate Family Member.
- vi. Covering letter detailing circumstances.
- vii. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

## 1.7 Adventure Sports Cover

The coverage under this Cover will be limited to the following sections;

- 1.1 Medical Expenses Accident or Illness
- 1.2 Daily Allowance
- 1.14 Medical Expenses Accident Only and
- 3.1 Personal Accident

for the Illness or Injury or death occurring due to participation of the Insured in Adventure Sports. We will reimburse up to the Sum Insured for the respective Sections, as mentioned in the Policy Schedule provided that:

- Insured participates in a non-professional capacity and under the supervision of trained professional; and
- Insured shall follow/adhere to all safety measures and guidelines laid down by the instructors/trainers/ coaches/ the organization conducting the adventure sports while engaged in the adventure sports.

For the purpose of this cover, Exclusion 20 of "Exclusions Applicable to Section 1: Medical Covers" stands deleted.

#### **Exclusions applicable to 1.7**

In addition to the exclusions mentioned for Section 1 - Medical Covers, We will not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured Person for the following:

- 1. Certain Medical Condition or Treatments: Whilst being under any medication or treatment which slows down response and alertness or makes the insured person unfit for participating in such sports
- 2. Against medical or expert advice: Participation against Medical Advice or against the advice of the professional instructor or any representative of the Adventure Sport Centre or Organiser.
- 3. Instruction: Insured Person going against instructions, guidelines or rules of participation issued by the Adventure Sport Centre or Organiser
- 4. Professional participation: Any participation in a semi-professional or professional capacity.
- 5. Pre Existing Injury: If the Insured is suffering from a Pre Existing Injury that limits their participation in the selected Adventure Sports.
- 6. Pregnant Women: If the Insured is already pregnant as on the date when the Insured undertook participation.
- 7. Weather Conditions: If there is a public weather advice or prevailing weather conditions which are not suitable for undertaking participation in such activities.
- 8. Within 2 weeks of hospitalisation: Participation in any Adventure Sports within 2 weeks or before the end of recouping period as per the advice by the attending Physician, whichever is maximum.
- 9. Unguided Participation or Untrained Guides: Participation in any Adventure Sports which is undertaken without direct supervision of a professionally trained guide for that specific Adventure Sports.
- 10. Uncertified Centres / Organisers: Participation in any Adventure Sports which is undertaken at a Centre or under an Organiser who do not have required certifications as per the rules of the prevailing Jurisdiction or internationally accepted norms.

## **Claims Procedure applicable to 1.7**

The process of settlement of Claim under this Section will be same as mentioned under "Claims Procedure Applicable to 1.1, 1.2, 1.14 and Section 3.1", depending on the nature of claim.

## 1.8 <u>Trip Extension (Overseas)</u>

If, Insured continues to be confined in a Hospital overseas after the Policy Period for which we have admitted our liability under Section 1 - 1.1(Medical Expenses - Accident and Illness) and 1.14 (Medical Expenses – Accident Only) and;

continued treatment overseas as an Inpatient in a Hospital is Medically Necessary, Medical Expenses will be paid till earlier of Insured's Hospital Discharge or 30 Days after the Policy Period subject to balance Sum Insured under Section 1 - 1.1 Medical Expenses - Accident and Illness and 1.14 (Medical Expenses – Accident Only).

## 1.9 Pre - existing Disease Cover

By Opting this cover, this Policy is extended to indemnify the Insured for Section 1 - 1.1 (Medical Expenses – Accident and Illness) against Pre-existing conditions and its related complications upto the Pre-existing disease cover Sum Insured specified in Policy Schedule.

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For the purpose of this cover, Exclusion 1 of "Exclusions Applicable to Section 1: Medical Covers" stands deleted.

# 1.10 Home to Home Cover

We will extend the coverage before /beyond the Period of Insurance for Section 1 - 1.1 Medical Expenses – Accident and Illness, 1.14 Medical Expenses - Accident Only and Section 3.1 - Personal Accident up to the Sum Insured for the following:

- Starting of the Journey from Home (or any intermediate place) at the Country of Residence to the Airport for duration of 6 hours before the scheduled departure time of the Common Carrier.
- Return journey from the Airport to Home (or any intermediate place) after de-boarding the Common Carrier at the Country of Residence for duration of 6 hours after the actual arrival time.

Insured should inform Us immediately if he suffers an Illness or Injury and which occurs within the duration specified in this Section.

#### **Exclusions applicable to 1.10**

All exclusions mentioned under Section 1 - Medical Covers and Section 3 - Accident Cover will be applicable for this cover.

#### **<u>Claims Procedure applicable to 1.10</u>**

The process of settlement of Claim under this Cover will be same as mentioned under respective Covers for Section 1 - 1.1 Medical Expenses – Accident and Illness or 1.14 Medical Expenses – Accident Only, and Section 3 – Accident Cover

## 1.11 <u>Waiver Of Deductible</u>

By Opting for this Cover, Deductible applicable under Section 1: Medical Covers will be waived off.

#### 1.12 Waiver of Sub-Limits

By Opting this Cover, sub-limit, if any applicable under 1.1 Medical Expenses – Accident and Illness will be waived off.

#### 1.13 Addition of Co-pay

By Opting for this Cover, Co-payment as specified in Policy Schedule will be applicable to Section 1: Medical Covers of this policy.

Co-pay will be applied on final payable amount i.e. after calculating the Deductible & sub-limit under the policy.

Addition of Co-pay cannot be opted for if the Insured / Insured Persons are travelling to Schengen countries.

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# 1.14 <u>Medical Expenses – Accident Only</u>

If this Cover is opted by the Insured, coverage related to Medical Expenses as mentioned in Section 1 - 1.1 Medical Expenses – Accident and Illness will be restricted to Accident only, subject to the terms, conditions and exclusions of Section 1 - 1.1

This Cover cannot be opted for if the Insured / Insured Persons are travelling to Schengen countries.

#### **Exclusions applicable to Section 1: Medical Covers**

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 Pre-existing condition /ailments or any complication arising from it; except in case of Life-threatening medical condition and also where "Pre-existing disease cover" is opted for and the pre-existing condition is declared in the proposal and accepted by Us and noted in the Policy Schedule.
- 2. In such event of Life threatening medical condition, emergency measures solely designed to relieve acute pain, provided to the Insured by the Physician for Disease/accident arising out of a pre-existing condition would be reimbursed up to 10% of 1.1 Medical Expenses Accident and Illness Sum Insured or USD/Euro 10000 per policy whichever is lower. 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 improve or maintain medically stable state or to prevent the onset of acute pain would have borne by the Insured.
- 3. Treatment of orthopaedic, 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.
- 4. Treatment taken from anyone who is not a Medical Practitioner or a Medical Practitioner who is practising outside discipline for which he is licensed or any kind of self-medication.
- 5. Treatment for any dental Illness/ Injury unless specifically opted for.
- 6. Beauty and/ or cosmetic treatment and/ or reconstructive plastic surgery in any form or manner.
- 7. Any treatment related to general debility, convalescence, and rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- 8. 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 does not apply to ectopic pregnancy proved by diagnostic means and is certified to be life threatening by the Doctor.
- 9. 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.
- 10. Vaccination and inoculation of any kind, unless it is post animal bite.
- 11. Rehabilitation and/ or physiotherapy expenses or the cost of prostheses/ prosthetics (artificial limbs) or any services provided by chiropractor.
- 12. Self-inflicted Illness or Injury.
- 13. Cost of spectacles/ contact lenses, hearing aid.
- 14. Hospitalisation expenses of donor.
- 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.

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- 17. Any treatment/ surgery for change of sex or treatment/ surgery/ complications/ Illness arising as a consequence thereof.
- 18. Personal comfort, convenience items or services, cosmetics, food stuff, guest services and hygiene related items and services.
- 19. Any non-allopathy treatment/ alternative treatments
- 20. This policy does not cover any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and necessary additional premium paid and mentioned in the Policy Schedule.
- 21. Any claim for an incident which happens during the Trip that results from taking part in any Adventurous Sports/ activities unless specifically covered
- 22. Any claim resulting from a tropical disease / contagious disease where you have not had the recommended inoculations and /or taken the recommended medication as per the government advisory issued by the country where You are travelling
- 23. Any incident which happens after the Trip duration limit as shown on your Policy Schedule (except period of automatic extension)
- 24. Expenses incurred due to Accidents as a driver/rider on motorized vehicles unless at the time of the Accident You are in possession of a current full international driving license and while riding a two wheeler You are wearing a safety crash helmet if this is required by local regulations
- 25. All non-medical expenses listed in Annexure II of the Policy
- 26. Costs incurred following your decision not to move hospital or return to India after the date when it was deemed safe for you to do so by us/our Medical Emergency Assistance provider and your treating doctor.
- 27. Any claim arising out of venereal disease or any loss directly or indirectly attributable to any mutant derivative or variations thereof howsoever caused.
- 28. Cost of experimental, unproven or non-standard treatment.

# **SECTION 2: Travel Inconvenience**

# 2.1 Loss of Checked-in Baggage

We will indemnify the Insured for the value of the Checked-In Baggage totally lost whilst in custody of the Common Carrier during the Period of Insurance 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.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

## **Exclusions applicable to 2.1**

We will not be liable for any loss in connection with the following:

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- 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
- 6. Any damage to baggage.

# **Basis of Indemnity for 2.1**

- Our liability 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, Our liability in respect of any one baggage shall be limited to 50% of the maximum liability specified in the Policy Schedule.
- 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 Us hereunder, provided that, We shall separately consider the Insured's eligibility for recovery of claim under 2.2 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 lost shall exceed USD 100, the claim must be supported by documentation evidencing insured ownership & cost of the same, otherwise Our liability shall be limited to USD 100 only or other currency equivalent.

## **<u>Claims Procedure applicable to 2.1</u>**

- 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 applicable to All Sections.
- Documents to be submitted in support of the claim:
  - i. 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.
  - ii. Property irregularity report issued by the Common Carrier.
  - iii. Voucher of the Common Carrier for the compensation paid for the non-delivery/ short delivery of the Checked-In Baggage.
  - iv. Copies of correspondence exchanged, if any, with the Common Carrier in connection with the non-delivery/ short delivery of the Checked-In Baggage.
  - v. In case of items of individual value equal to or more than USD 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).
  - vi. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy
- In case of compensation from the Common Carrier having been received after payment of the claim by the Us hereunder, the Insured shall repay Us such amount in excess of his/ her loss after taking into account the amount of claim received from Us and that received from the Common Carrier.

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• 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 Us hereunder. In case of delivery of part of the Checked-In Baggage, the amount paid by Us attributable to such Checked-In Baggage shall be refunded by the Insured to Us.

## 2.2 Delay of Checked-in Baggage

We will pay to the Insured, the sum as specified in the Policy Schedule, 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 Us 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 Our overall liability shall be limited to loss suffered by the Insured for only one of such incidents in case of single trip, and one of such incident per trip in case of annual multi trip of delay of Checked-in Baggage.

We 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.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

## **Exclusions applicable to 2.2**

We will not be liable for any loss 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.

## **<u>Claims Procedure applicable to 2.2</u>**

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 – applicable to All Sections

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

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

# 2.3 <u>Trip Delay</u>

We will pay a fixed amount for each block of 4 hours delay upto the limits specified in Policy Schedule, if actual departure time of the scheduled Common Carrier in which the Insured Person is scheduled to travel on a valid ticket during the Period of Insurance is delayed for more than 4 hours from the Scheduled departure time and directly due to any of the following reasons:

- Delay of a Common Carrier directly caused by severe weather conditions (not limited to floods, rains, storm, cyclone or tempest
- Delay of a Common Carrier due to an Earthquake
- Delay of a Common Carrier due to an act of terror
- Delay due to a sudden strike or any other action by employees of the Common Carrier.
- Delay due to equipment failure of the Common Carrier.
- Delay due to operational problem at the Common Carrier end like crew/staff scheduling issues.
- Cancellation or rescheduling done by the Common Carrier.

Our overall liability shall be limited to loss suffered by the Insured for only one of such incidents in case of single trip, and one of such incident per trip in case of annual multi trip of trip delay.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

## **Exclusions applicable to 2.3**

1. Any delay due to reasons, which were made public or known to You at least 6 hours prior to the scheduled departure of the Common Carrier

## **Claims Procedure applicable for 2.3**

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:

• Confirmation of cancellation of the Trip from the Common Carrier detailing the circumstances of cancellation.

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- Letter from the Common Carrier stating reason and duration of delay
- Security stamped boarding pass for the flight which got delayed
- Passport Copy with Entry and Exit stamp

# 2.4 Trip Cancellation

We 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:

- Death or minimum 24 hours hospitalization of insured family member or traveling Companion or the Insured.
- Insured presence is required by judicial authority during the Period of Insurance.
- Insured is unable to start the trip from place of residence or your departure city or one of Your destination(s) as per your itinerary due to any natural disaster/ terrorist activity declared by the appropriate government authority.
- Due to unexpected strike, riot or civil commotion at the destination or hometown or departure city of the insured.
- Loss of passport due to theft /robbery /burglary and reissuance not occurring prior to travel date.
- Compulsory quarantine or prevention of travel by Government of India.

We will reimburse for the unused, non-refundable cancellation portion of the hotel cost and/or the Common Carrier ticket cancellation charges provided that the Insured had booked and paid for these costs before such above perils occurred subject to the amount specified in the Policy Schedule.

The deductible under this cover shall be applicable, if any and shall be of an amount as specified in the Policy Schedule.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

## **Exclusions applicable to 2.4**

We will not cover any claim if the Trip is cancelled, delayed or altered as a result of:

- 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.
- 4. Any cancellation due to Hospitalization resulting from pre-existing disease, Childbirth, Pregnancy or related medical complications to You, Your immediate family or traveling companion.
- 5. Delay due to withdrawal from service temporarily or permanently of any Common Carrier on the orders or recommendations of any Port Authority or the Aviation Agency or any similar body in any country.
- 6. Failure to start the journey due to rejection of VISA.

## 2.5 <u>Trip Interruption/Curtailment</u>

Trip interruption can refer to:

- Curtailment or Shortening of the original Insured Trip for which the Policy was bought, such that the Insured Person(s) is (are) forced to return to India earlier than specified in the Travel Ticket, due to reasons mentioned below. We will reimburse the travel expenses for the lowest economy flight ticket to Republic of India incurred by Insured Person(s) for such Curtailment.
- Alteration or Change in Itinerary of the original Insured Trip for which the Policy was bought, such that the Insured Person(s) is (are) forced to change (extend, shorten or cancel) their period of stay in a Destination Country specified in the Travel Ticket(s), due to reasons mentioned below.

We will Reimburse:

- (a) Non-refundable expenses for air, land or sea travel through a common carrier/ Public Carrier for the cancelled part of the trip
- (b) Any additional costs/expenses on account of air (economy class fares unless specifically mentioned by the treating doctor only), land or sea travel through a common carrier/ Public Carrier resulting from amendment of the existing tickets or booking of new tickets in case the existing tickets cannot be amended.
- (c) Hotel accommodation expenses, per day tariff not exceeding that of the same class of hotel initially booked for stay in the location where the peril has occurred, in case trip is disrupted and Insured is to remain overseas

We will indemnify the Insured only if his/her Trip is curtailed or altered after commencement of trip due to the following conditions:

- a. Due to unforeseen death of Family Member or Travelling Companion. Insured can only claim Curtailment under this reason, Alteration shall not be payable.
- b. Due to Natural Disaster in the Destination Country which has prevented from continuing with the scheduled trip
- c. Due to inclement weather in the Destination Country which has prevented from continuing with the scheduled trip
- d. The booked accommodation at the Destination Country by the Insured Person for purposes of stay during the Insured Trip being made uninhabitable by fire, flood, vandalism, burglary, or natural disaster.
- e. If the Insured Person(s) is unable to continue the Insured Trip due to illness / injury of self or Travelling Companion prior to the departure date, which necessitated Hospitalization for minimum of 24 hours, for which a claim is payable under Section 1 1.1 (Medical Expenses Accident and Illness) provided that Injury or illness must be so disabling and certified by the Physician as to reasonably cause a trip to be interrupted.
- f. Where the Insured was victim of any crime during the Insured Trip, causing or threatening grievous physical injury and necessitating curtailment of the trip.
- g. Where Insured elects to curtail the Insured Trip following Hijack of Common Carrier, and where the Company has necessarily approved a claim under Section 2.9 Hijack Distress Allowance
- h. Where the Insured is under quarantine as required by a Public decree by announcement/order by the Government of the Destination Country;
- i. Where a Common Carrier has refused travel on booked ticket as the insured has contracted a contagious disease, the Company shall pay reasonable accommodation charges, subject to Sum Insured, until such time that the Insured is eligible to travel back to India. The disease must be certified by the attending Medical Practitioner, and a communication of refusal to this effect received from the Common Carrier shall be submitted for claim approval.

j. Where bankruptcy of Common Carrier or Hotel has occurred, causing cancellation of pre-booked tickets or accommodation where the provider is unable to provide any alternate booking or compensation for such cancellation.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

# **Exclusions applicable to 2.5**

We 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 Person for:

- 1. Aircraft-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.
- 3. Changes in plans by the Insured Person(s), any Family Member or Travelling Companion for any reason.
- 4. Adverse change in financial circumstances of the Insured Person(s), any Family Member, or a Travelling Companion.
- 5. Any business or contractual obligations of the Insured Person(s), any Family Member, or a Travelling Companion.
- 6. Default by the person, agency, or tour operator from whom the Insured Person(s) bought 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, any Family Member of the Insured, the Travelling Companion or Travelling Companion's Family Member has been a principal or accessory in the assault committed.
- 10. Loss of Job
- 11. Natural calamity not declared by the appropriate government authority.

# **<u>Claims Procedure applicable to 2.5</u>**

- In the event of any trip curtailment/interruption in connection with part of the insured trip, he/ she shall report to the Assistance Service Provider furnishing the details of the trip curtailment/interruption.
- Documents to be submitted in support of the claim:
  - i. Official Death certificate or hospitalization of insured person or of spouse, parents &children. (if applicable)
- ii. Medical reports and doctor statement if trip is interrupted due to medical reasons. Along with detailed treatment record (if applicable).
- iii. Letter from the airlines clearly mentioning the reason for interruption of flight (if applicable).
- iv. Copy of complete schedule itinerary for all the sectors.
- v. Copy of new itinerary in case trip got reschedule along with boarding passes.
- vi. Copy of Passport with visa entry and exit stamp.
- vii. Copies of reimbursement statements issued by an airline carrier, airport facility, car rental agency, travel agent, hotel/ motel or other similar establishment or any other insurance company providing reimbursement to you for the loss.

viii. All original bills and receipts for expenses which got forfeited, nonrefundable in nature. All original bills and receipts for additional reasonable and necessary transportation expenses and accommodation charges due to interruption of schedule flight.

## 2.6 Bounced Booking – Hotel/ Common Carrier

We will 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.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

#### **Special Conditions applicable to 2.6**

- It is a condition precedent to admission of liability by the Us 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 Us.
- 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 Us to the extent of the amount of claim admitted and paid by Us to the Insured.
- You must always check-in on time stipulated as 'must check-in by' time on your reservation or fulfil any other obligation on your part.
- 2. In case of international flights, you are expected to have web- checked-in prior to your arrival at the Airport if instructed by the operator to do so
- You must be able to provide documentary evidence from the accommodation provider or common carrier regarding bounced booking.
- The overbooked portion of the hotel stay must include the first night stay.
- The overbooking at the common carrier/ Public Carrier /accommodation must happen at check-in/ at the check-in counter.

#### **Exclusions applicable to 2.6**

We will not be liable for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1. 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.
- 2. In connection with any waitlisted travel booking or accommodation booking irrespective of whether such bookings have been promised to be confirmed later.
- 3. If the confirmed accommodation shall be a personal arrangement free of charge.
- 4. Where the alternative arrangements for either the travel or the accommodation is provided by the 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.

## **Claims Procedure applicable to 2.6**

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

## 2.7 Missed Connection

We will reimburse up to the Sum Insured as mentioned in the Policy Schedule, for extra accommodation and travel costs the Insured will incur to reach the next destination shown on his/her ticket/itinerary, if an Insured Person fails to access the connecting flight/connecting journey through Common Carrier/ Public Carrier any time during the Trip within the Period of Insurance, arising out of and consequent upon the delayed arrival of the earlier flight/Common Carrier/ Public Carrier caused by reasons beyond the control of the Insured, provided that, no claim shall be payable hereunder incase such delay is foreseen by the Insured or that the Insured could have reasonably become aware of such delay in advance. The delayed arrival should solely be arising out of and consequent upon any of the contingencies specified hereunder:

a) Delay of the Scheduled Common Carrier/ Public Carrier due to Inclement weather at the port of origin or the port of destination

- b) Delay of Common Carrier/ Public Carrier due to sudden strike or any other action of the employees of the Common Carrier/ Public Carrier which disrupts services
- c) Delay of the Common Carrier/ Public Carrier caused by equipment failure or clearances of the Common Carrier.
- d) Delay of the Common Carrier/ Public Carrier caused by operational problems like crew or staff scheduling issues etc.
- e) Delay of the Common Carrier/ Public Carrier due to a Major Travel Event, Civil Unrest, Riots or Commotion at the port of departure or the port of destination.
- f) Cancellation or rescheduling of the flight at the instance of Common Carrier/ Public Carrier that causes delay

# Special Conditions applicable to 2.7

- We will cover only one such instance for single trip policies and maximum of three instances for multi trip policies
- Any compensation which the common carrier is liable to pay will be deducted from claim amount payable under this cover
- We will cover extra accommodation and travel costs for the same class as originally planned.
- There should be minimum of 6 hours gap between scheduled arrival of incoming common carrier and scheduled departure of connection common carrier.
- The Common Carrier must certify the delay of the regularly scheduled airline flight corresponding to the Travel Ticket.
- In the event that 2.3 Trip Delay and 2.7 Missed Connection are both caused together, the higher of the two benefits shall become payable.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

# Exclusions applicable to 2.7

We will not be liable for any loss in connection with the following:

- 1. Any claim caused by a strike or industrial action or any other reason for which the dates had been publicly announced or reported by the media at the time you took out your policy.
- 2. Any occasion when the carrier has offered a reasonable alternative transport or connection or the Insured Person's ticket for the connecting flight could have been used for an alternative connection.
- 3. 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 6 hours.
- 4. Any advance intimation given to the Insured of a possible delay of the flight that might lead to missing of connecting flights.
- 5. Any circumstances other than those directly attributable to the delay of the earlier flight beyond the control of the Insured.

# Claims Procedure applicable to 2.7

• 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

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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:
- i. 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.
- ii. Unused ticket for the ongoing flight (Missed Flight) with an endorsement of the Common Carrier of cancellation of the same.
- iii. 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.
- iv. 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.
- v. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.
- In the event of the forfeited amount by the Common Carrier for the Missed Flight being refunded/ returned to the Insured, subsequent to any payment under this Benefit, the Insured shall return the amount so refunded in full.

# 2.8 Loss of Personal Belongings

We will indemnify the insured up to the Sum Insured as mentioned in Policy Schedule for the loss or damage to Personal Belongings due to theft, larceny, robbery or hold up at international airport and or anywhere outside India during the Policy Period.

Coverage under this benefit will include devices of personal use viz Mobile, Laptop, iPad, iPod, E-Reader and Camera.

## **Special Conditions applicable to 2.8**

- Insured need to submit documents evidencing ownership of the item(s) to Us.
- In the absence of supporting bills, the maximum liability will not individually or in the aggregate exceed the 10% the Sum Insured or the amount claimed by the insured, whichever is lower.
- We shall indemnify for replacing the item(s) with value of the insured items as new less allowance for betterment, wear and tear and depreciation as per scale of depreciation shown below or the value which can be realized from the market for such insured item immediately before occurrence of damage whichever is lower.

Age of the Item	Depreciation Percentage
Up to 180 days	15%
181 days to 1 year	25%
>1 Year <= 2 Years	40%
> 2 Year <= 3 Years	50%
> 3 Year <= 4 Years	60%
>4 Year <= 5 Years	70%
Above 5 Years	75%

• In cases where the lost item has become obsolete, all costs necessary to replace lost item with a follow-up item of similar type and similar quality will be reimbursed subject to a maximum of 50% of the cost of the follow up model.



• Our maximum liability shall not exceed the Sum Insured stated in the Policy Schedule

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

#### **Exclusions applicable to 2.8**

We will not be liable for any loss in connection with the following:

- 1. Any loss of item sent in advance or mailed or shipped separately
- 2. Any item that was in a baggage lost by common carrier
- 3. Loss, delay or confiscation or detention by customs, police or public authorities.
- 4. Any loss of software or data in laptop/ tablet/camera/mobile and any consequential loss.
- 5. Loss due to negligence of the insured, or acting in a non-prudent manner, or leaving personal belongings unattended.
- 6. Loss to Jewellery, coins or curios, Gold or silver or any precious metals or articles made from any precious metals; bonds, cheques, money, financial loss on account of loss of debit card, credit card, pre- paid/ forex cards or any other negotiable instrument.
- 7. Loss to Hired or borrowed property or equipment or Personal belongings entrusted to a third party.
- 8. Loss arising out of any mysterious disappearance of personal belongings

#### **Claims Procedure applicable to 2.8**

Documents to be submitted in support of the claim:

- Original bills and receipt towards purchase of the item.
- Covering Letter detailing full statement of the facts of the incident.
- FIR/ copy of police report obtained within 24 hours of becoming aware of theft.
- Any other document as may be appropriately applicable for the claims preferred under this section of the Policy

#### 2.9 Hijack Distress Allowance

The Company shall compensate the Insured at the rate per day as specified in the Policy Schedule in case 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.

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

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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 Section 3 - Accident Cover 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.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

# **Exclusions applicable to 2.9**

We will not be liable for payment of any claim arising out of, traceable to attributable to and in respect of:

- 1. The Insured is suspected to be involved as either principal or accessory in the hijacking.
- 2. Any claim as a consequence of change in the direction of the route of the aircraft due to security reasons

# **Claims Procedure applicable to 2.9**

Documents to be submitted in support of the claim:

- Copy of letter /any official communication from airlines confirming the Hijack/Official News Article confirming the Hijack from reliable news source.
- Copy of passport/visa with entry and exit stamp.
- Copy of the air ticket and boarding pass.
- Covering letter detailing circumstances

## 2.10 Loss of Passport and other travel documents

We will pay the expenses necessarily incurred by the Insured in obtaining duplicate travel documents during the Period of Insurance in the event of loss of travel documents due to robbery, burglary, theft or natural disasters during the Trip covered under the Policy while on foreign land subject to a maximum of the Sum insured specified in Policy Schedule.

For the purpose of this Cover,

**Travel Documents** - means Passport, International Driving License, Temporary Permit, Visa and other necessary documents required for travel.

In case of Individual Policy, this payout will be available on individual basis and in case of Floater Policy the payout will be available on floater basis.

## **Exclusions applicable to 2.10**

We will not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured for:

1. Loss of travel documents due to delay or confiscation or detention by the customs, police or public authorities.

Smart Travel UIN - ZUKTIOP24156V022324 Page 31 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

- 2. Loss of travel documents due to theft unless it has been reported to the police within 24 hours of the Insured Person becoming aware of the theft and a written police report being obtained in that regard.
- 3. Loss of travel documents due to it being left unattended or forgotten by the Insured Person in a public place or public transport, hotel or apartment.
- 4. Loss or theft of travel documents from a private place or from a private vehicle, unless it was located in a locked hotel room, apartment or locked vehicle, and forcible and violent entry was used to gain access to it.

## **<u>Claims Procedure applicable to 2.10</u>**

Documents to be submitted in support of the claim:

- Police Report obtained within 24 hours of the Insured Person becoming aware of the theft needs to be submitted.
- Bills/receipts of expenses incurred in obtaining a fresh/duplicate travel documents and other related expenses.
- Copy of new passport and previous passport (if available).
- Copy of new International Driving License and previous (if available).
- Copy of Duplicate Passport or Emergency certificate.
- Air Ticket, Boarding passes and copy of passport with visa entry and exit stamp.
- Covering letter detailing circumstances

# **SECTION 3: Accident Cover**

## 3.1 Personal Accident

## i. Accidental Death (AD)

We will pay the Sum Insured if the Insured Person dies solely and directly due to an Injury sustained in an Accident which occurs whilst on Trip during the Period of Insurance, provided that the Insured Person's death occurs within 12 months from the date of that Accident.

Once a Claim has been accepted and paid under this Cover then this Policy will automatically terminate in respect of that Insured Person.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

## ii. <u>Permanent Total Disablement (PTD)</u>

We will pay the Sum Insured if the Insured Person suffers Permanent Total Disablement of the nature specified below solely and directly due to an Accident which occurs whilst on Trip during the Period of Insurance provided that the Permanent Total Disablement occurs within 12 months from the date of that Accident:

i) Loss of sight of both eyes, or Physical Separation/ Loss of Use 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 Physical Separation/ Loss of Use of one entire hand or one entire foot.

Smart Travel UIN - ZUKTIOP24156V022324 Page 32 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India. ii) Physical Separation/ Loss of Use of two hands or two feet, or of one hand and one foot, or of Loss of sight of one eye and Loss of Use of one hand or one foot.

iii) If such Injury shall as a direct consequence thereof, permanently, and totally, disable the Insured Person from engaging in any employment or occupation of any description whatsoever.

We will only accept one claim under this Benefit in the lifetime of the Insured Person. On the acceptance of a claim under this Benefit, all cover under this Benefit in respect of the Insured Person shall immediately and automatically cease but insurance cover under any other applicable Benefits under this Policy whether in the present Period of Insurance or any subsequent Period of Insurance shall continue subject to the availability of the Sum Insured and the terms, conditions and exclusions of the Policy.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

# 3.2 Personal Accident – Common Carrier

# i. Accidental Death (AD) – Common Carrier

In case of the death of the Insured Person due to an Accident which occurs whilst on Trip during the Period of Insurance while travelling in a Common Carrier, then We will pay the amount as specified in Policy Schedule, provided that the Insured Person's death is in accordance with 3.1 (i) Accidental Death (AD) and occurs within 12 months from the date of that Accident.

This cover will be in addition to the Sum Insured mentioned for 3.1 (i) Accidental Death (AD).

Once a Claim has been accepted and paid under this Benefit then this Policy will automatically terminate in respect of that Insured Person.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

## ii. <u>Permanent Total Disablement (PTD) – Common Carrier</u>

In case of the Permanent Total Disablement of the Insured Person due to an Accident which occurs whilst on Trip during the Period of Insurance while travelling in a Common Carrier, then We will pay the amount as specified in Policy Schedule, provided that the Insured Person's Permanent Total Disablement is in accordance with 3.1 (ii) Permanent Total Disablement (PTD) and occurs within 12 months from the date of that Accident.

This cover will be in addition to the Sum Insured mentioned for 3.1 (ii) Permanent Total Disablement (PTD).

We will only accept one claim under this Benefit in the lifetime of the Insured Person. On the acceptance of a claim under this Benefit, all cover under this Benefit in respect of the Insured Person shall immediately and automatically cease but insurance cover under any other applicable Benefits under this Policy whether in the present Period of Insurance or any subsequent Period of Insurance shall continue subject to the availability of the Sum Insured and the terms, conditions and exclusions of the Policy.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

# 3.3 Child Education Benefit

If We have admitted a Claim for Accidental Death or Permanent Total Disablement in accordance with Cover 3.1 or 3.2 of Section 3, then We will pay the amount as specified against this Benefit in Policy Schedule, in respect of Insured Person's Dependent Child under the Age of 25 and unmarried as on the date of Accident towards the Dependent child's education, irrespective of whether the child (children) is an Insured Person under this Policy.

Provided that,

- The dependent child is pursuing an educational course as a full time student at an educational institution and not have any independent source of income.
- Irrespective of the number of Children, maximum amount payable is the Sum Insured as mentioned in the Policy Schedule.
- Any Claim towards this cover that becomes admissible where the Dependent child (children) is a minor, shall be payable to the legal guardian.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

#### 3.4 Lifestyle Modification Benefit

If We have admitted a Claim for Permanent Total Disablement in accordance with Cover 3.1 (ii) or 3.2 (ii) of Section 3, then We will reimburse the expenses incurred up to the limit specified against this cover in the Policy Schedule to allow for improvements to be carried out in the Insured Person's residence and/ or vehicle for the purpose of easy movement and in carrying out your daily routine activities which are certified in writing by a Medical Practitioner to be necessary and following the Accident.

This benefit is applicable on an individual basis irrespective of type of policy (Individual/ Floater).

Any modification should be in compliance with laws and regulations of your home country.

#### **Exclusion applicable to 3.4**

We will not be liable for payment of any claim arising out of, traceable to attributable to and in respect of:

1. Purchase of new vehicle or home

#### Special Conditions applicable to Section 3 – Accident Cover

- If an Insured Person dies as a result of bodily injury, any amount already claimed and paid under Permanent Total Disablement (PTD) will be deducted from the payment under Accidental Death for 3.1(i) or 3.2(i)
- For Permanent Total Disablement (PTD), the benefit will be paid to the Insured Person or the legal representative of the Insured Person. On Insured Person's death the benefit will be paid to the nominee appointed by the Insured Person or his legal heir.

#### **Exclusions applicable to Section 3 – Accident Cover**

We shall not be liable to make any payment for any claim under Section 3 of this Policy in respect of an Insured Person, directly or indirectly for, caused by, arising from or in any way attributable to any of the following:

Smart Travel UIN - ZUKTIOP24156V022324 Page 34 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

- 1. Any Hospitalization consequent to any condition arising from or traceable to any disease of the organs of generation, malignant disease of mammary gland, pregnancy, childbirth, abortion or miscarriage or any complications and/or sequels arising from the foregoing.
- 2. Disease, Injury, death or disablement directly or indirectly due to war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other end's invasion, act of foreign enemy hostilities or civil commotion or rebellion, military, naval or air service or breach of law, hunting, steeple chasing, revolution, insurrection, mutiny, engaging in aviation other than as a passenger (fare paying or otherwise) in any licensed standard type of aircraft. [Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
- 3. Circumcision or strictures, vaccination, inoculation, sex change, beauty treatment of any description, intentional self-injury, dissipation, general debility, "run down" conditions and "general overhaul", intemperance, use of intoxicating drugs, liquors or any diseases, Injury, death or disablement directly or indirectly due to any one or more of them.
- 4. Any Injury present prior to the commencement of Period of Insurance, whether or not if the same has been treated, or for which Medical Advice, diagnosis, care or treatment has been sought before the commencement of this Policy. Any Illness, complication or ailment arising out of or connected to such Injury.
- 5. Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, Illness, Hospitalization of Insured Person
  - i. from intentional self-injury, suicide or attempted suicide;
  - ii. whilst under the influence of intoxicating liquor or drugs;
  - iii. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world
    [Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a Scheduled Airline or whether such an aircraft has a single engine or multiengine;]
  - iv. directly or indirectly caused by venereal disease except HIV/ AIDS;
  - v. arising or resulting from the Insured Person committing any breach of law.
- 6. Payment of compensation in respect of death, disablement (whether of a permanent nature or of a temporary nature), of Insured Person from participation in Adventurous Sports unless specifically covered under the Policy.
- 7. Payment of compensation in respect of Injury, disease, Illness, Hospitalization of Insured Person from participation in Adventure Sports unless specifically covered under the Policy.
- 8. Arising from ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, nuclear weapon materials or from the combustion of nuclear fuel. For the

Smart Travel UIN - ZUKTIOP24156V022324 Page 35 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India. purpose of this exclusion, combustion shall include any self-sustaining process of nuclear fission or nuclear fusion.

- 9. Compensation under more than one disablement event as specified above, in respect of any one Accident series of Accidents arising out of one event, if the overall liability of the Company exceeds the Sum Insured mentioned against this cover in the Policy Schedule
- 10. Amounts related to medical expenses;
- 11. Compensation in case the Insured encounters an Accident in a territory outside the geographical scope of the policy.
- 12. Payment of compensation in respect of death or disability arising from or resulting directly or indirectly from any Illness
- 13. Death, disablement (whether of a permanent nature or of a temporary nature), Injury, disease, Illness, Hospitalization of Insured Person resulting directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with any act of Nuclear, Chemical, Biological Terrorism (as defined below) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - i. For the purpose of this exclusion "Nuclear, Chemical, Biological Terrorism" shall mean the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical agent and/or Biological agent during the period of this insurance by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
  - ii. "Chemical" agent shall mean any compound, which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants, or material property.
  - iii. "Biological" agent shall mean any pathogenic (disease producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause Illness and/or death in humans, animals or plants.

## **Claims Procedure applicable to Section 3 – Accident Cover**

## **Basic documents required for all Claims:**

- Photo Identity Proof (Any one) Voter ID, Passport, PAN Card, Driving License, Ration Card, Aadhar, or any other proof accepted by the KYC norms as approved by the Company and which is admissible in court of law
- Duly completed and signed Claim form in original as prescribed by Us.
- Copy of FIR (if done)/ Panchnama (if done) /Police Inquest Report (if done) duly attested by the concerned Police Station;
- Copy of Medico Legal Certificate (if conducted) duly attested by the concerned Hospital;

Benefits	Documents to be submitted
3.1 (i) Accidental Death	• Attested Copy of Death certificate issued by the office of Registrar

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(AD)	of Birth & Deaths;
	• Death summary issued by a Hospital;
	• Attested Copy of Post Mortem Report (if conducted);
	• Copies of Medical records (if available), investigation reports (if
	available), if admitted to hospital
	• Identity proof of Nominee or Original Succession
	Certificate/Original Legal Heir Certificate or any other proof to
	the satisfaction of the Company for the purpose of a valid
	discharge in case nomination is not filed by deceased.
	• Original treating Medical Practitioner's certificate describing the
	disablement;
	• Original Discharge summary from the Hospital;
3.1 (ii) Permanent Total	• Photograph of the Insured Person reflecting the disablement;
Disablement (PTD)	• Prescriptions and consultation papers of the treatment; Disability
	certificate issued by civil surgeon or equivalent appointed by the
	District/State or Government Board.
	• Copies of Medical records (if available), investigation reports (if
	available), if admitted to hospital.
	• Any other medical, investigation reports, inpatient or consultation
	treatment papers, as applicable
3.2 (i) Accidental Death	• List of documents as enumerated under Accidental Death
(AD) – Common Carrier	Proof of Travel (Ticket or boarding pass)
3.2 (ii) Permanent Total	• List of documents as enumerated under Permanent Total
Disablement (PTD) –	Disablement PTD
Common Carrier	Proof of Travel (Ticket or boarding pass)
	• Proof to establish relationship – Passport/Education certificate
	establishing proof of relationship of child with parents/Birth
3.3 Child Education Benefit	Certificate or Adoption Papers (if adopted).
5.5 Child Education Benefit	Photo Identity Proof of Child
	• Age proof of Child
	• Certificate from Educational Institution describing course details
3.4 Lifestyle Modification	Original invoice of actual expanses incommed
Benefit	Original invoice of actual expenses incurred

#### **Section 4: Other Covers**

#### 4.1 Personal Liability

We will 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 any time 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 Policy Schedule.

#### **Exclusions applicable to 4.1**

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- 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 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 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 anywhere in the Country of Residence of the Insured.

## Special conditions applicable to 4.1

- 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.
- 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.
- 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.

- 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.
- The Insured shall give all such information and assistance as the Company may reasonably require.
- 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.
- 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 applicable to 4.1**

- 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.
- 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
- 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:
  - i. Statement of claim furnishing particulars of the event leading to the liability.
  - ii. Photocopy of the police report wherever reported.
  - iii. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.
- The Company shall have the right to defend the case or enter into compromise or take such steps as may be required to bring the claim to a close, provided however that such steps taken by the Company shall not affect the Insured's right of claim under the policy, subject to Point (3) under Terms and Conditions applicable to Benefit 4.1 Personal Liability.

### 4.2 <u>Fraudulent Charges</u>

We will indemnify the Insured whilst on Trip during the Period of Insurance, for any fraudulent debits or transactions established against the Insured resulting only from the unauthorized use of Card physically lost or stolen, occurring within twelve (12) hours prior to Insured's first reporting to the Card issuer, not exceeding the limits set out therein.

This Benefit shall be payable subject to the following:

- 1. All claims made under this Benefit shall be payable in India and in Indian Rupees only.
- 2. The Insured Person must have taken all reasonable steps to avoid any loss or stolen.
- 3. The loss or Theft/Stolen is to be reported to the issuing bank as soon as practicable, and a written police report is to be furnished to the Company.

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### **Exclusions applicable to 4.2**

We will not be liable to make any payment arising out of any of the following:

- 1. Any unauthorized use of the Card or fraudulent transactions made on Insured Person's card if his/ her card has not been stolen
- 2. Debits established against the Insured resulting from the use of counterfeit Card.
- 3. Losses sustained by the Insured through forgery or alteration of or on or in any written instrument required in conjunction with any Card.
- 4. Cash advances made with the lost or stolen Card of the insured.
- 5. Card transactions in which the Bank is legally entitled to recover from the Insured, or the corporate or other legal entity agreeing to honor Card expenses incurred by the Insured Person.
- 6. Losses arising out of use of the Card by the Insured with intent to defraud.
- 7. Any loss or damage which at the time of happening of such loss or damage is insured by any other existing policy of Insurance, except in respect of excess beyond the amount which would have been payable under such other policy or policies had this insurance not been effected.
- 8. Any fraudulent transaction/loss of card outside policy period.

### **Claims Procedure applicable to 4.2**

- Insured shall call us or provide written intimation to make a claim and obtain the proper forms and instructions within 24 hours from discovering an unauthorized charge was made on the lost or stolen card;
- Documents to be submitted in support of the claim:
  - i. Attested copy of FIR / General Complaint/Online complaint to Police
  - ii. Attested Copy of Final Report from Police
  - iii. Card/Account statement highlighting the fraudulent transactions
  - iv. Copy of intimation to Card issuer confirming the fraudulent transactions
  - v. Certification from Card issuer certifying the Date & Time of blocking of the Card after intimation from Cardholder regarding the loss
  - vi. Confirmation from the Card Issuer that the disputed transactions will not be reversed in future.
  - vii. Advance letter of subrogation on a non judicial stamp paper.

#### 4.3 <u>Home Burglary and Robbery</u>

This Section provides for indemnity, against any loss, destruction or damage to the contents of the Insured Persons' unattended home in India caused by burglary and/or housebreaking specified hereunder whilst the Insured Person is on a trip abroad covered by the Policy. The maximum amount payable under this Section as indemnity is limited to the Sum Insured as specified in the Policy Schedule in any one Period Of Insurance irrespective of the number of such incidents or occurrences arising out of such incidents.

#### **Exclusions applicable to 4.3**

We will not be liable for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 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, jewellery or ornaments, gold bullion
- 3. Loss or damage to any property/item illegally acquired, kept, stored or property subject to forfeiture in any manner whatsoever.
- 4. Loss or damage which is recoverable under Fire or Plate Glass Insurance Policy or any other policy.
- 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, earthquake, flood, storm, volcanic eruption, typhoon, hurricane, tornado, cyclone or other convulsions of nature or atmospheric disturbances.
- 6. Consequential loss or legal liability of any kind.

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- 7. 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 Person, unless such key has been obtained by assault or violence or any threat thereof.
- 8. 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.
- 9. Any exclusion mentioned in the 'General Exclusions' section of this Policy

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 of 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 expense 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

# Special Condition applicable to 4.3

• Underinsurance does not apply to this Cover.

# Claims Procedure applicable to 4.3

• 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.

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- 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:
  - i. 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.
  - ii. First Information Report (FIR).
  - iii. Panchnama.
  - iv. Investigation Report by the Police
  - v. Estimate and final bills of repairers.
  - vi. Invoices of owned articles, if required by the Company.
  - vii. And any other document as may be appropriately applicable for the claims preferred under this Benefit of the Policy.

## 4.4 Fire and Allied Perils (Buildings and Contents)

We give insurance cover for physical loss or damage, or destruction caused to Insured Property by the following unforeseen events occurring during the Period of Insurance.

The events covered are given in Column A and those not covered in respect of these events are given in Column B.

	Insured Ev	vents
	Column A	Column B
	We cover physical loss or damage, or destruction caused to the Insured Property by	
1	Fire	caused by burning of Insured Property by order of any Public Authority.
2	Explosion or Implosion	-
3	Lightning	-
4	Earthquake, volcanic eruption, or other convulsions of nature	-
5	Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Tsunami, Flood and Inundation	-
6	Subsidence of the land on which Your Home Building stands, Landslide, Rockslide	<ul> <li>caused by</li> <li>a. normal cracking, settlement or bedding down of new structures,</li> <li>b. the settlement or movement of made up ground,</li> <li>c. coastal or river erosion,</li> <li>d. defective design or workmanship or use of defective materials, or</li> </ul>



		e. demolition, construction, structural alterations or repair of any property, or groundworks or excavations.
7	Bush fire, Forest fire, Jungle fire	-
8	Impact damage of any kind, i.e., damage caused by impact of, or collision caused by any external physical object (e.g. vehicle, falling trees, aircraft, wall etc.)	caused by pressure waves caused by aircraft or other aerial or space devices travelling at sonic or supersonic speeds.
9	Missile testing operations	-
10	Riot, Strikes, Malicious Damages	<ul> <li>caused by</li> <li>a. temporary or permanent dispossession, confiscation, commandeering, requisition or destruction by order of the government or any lawful authority,</li> <li>or</li> <li>b. temporary or permanent dispossession of Your Home by unlawful occupation by any person.</li> </ul>
11	Bursting or overflowing of water tanks, apparatus and pipes.	-
12	Leakage from automatic sprinkler installations.	<ul> <li>a. repairs or alterations in Your Home or the building in which Your Home is located,</li> <li>b. repairs, removal or extension of any sprinkler installation, or</li> <li>c. defects in the construction known to You.</li> </ul>
13	Theft within 7 (seven) days from the occurrence of and proximately caused by any of the above Insured Events.	<ul><li>if it is</li><li>a. of any article or thing outside Your Home, or</li><li>b. of any article or thing attached from the outside of the outer walls or the roof of Your Home, unless securely mounted.</li></ul>

#### **Definitions applicable to 4.4**

Home Building - Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.

Home Contents - Those articles or things in Your Home that are not permanently attached or fixed to the structure of Your Home. Home Contents may consist of General Contents and/or Valuable Contents.

General Contents - General Contents are all the contents of household use in Your Home, e.g., furniture, electronic items and goods, antennae, solar panels, water storage equipment, kitchen equipment, electrical equipment (including those fitted on walls), clothing and apparel and items of similar nature.

Valuable Contents - Valuable Contents of Your Home consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.

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### **Home Building Cover**

### 1. What We cover

We cover physical loss or damage, or destruction of Your Home Building because of any Insured Event listed above.

### 2. Your Home Building

- a. Your Home Building is a building consisting of a residential unit, having an enclosed structure and a roof, basement (if any) and used as a dwelling place.
- b. Your Home Building includes
  - i. fixtures and fittings permanently attached to the floor, walls or roof, like fixed sanitary fittings, electrical wiring and other permanent fittings.
  - ii. the following 'additional structures' if they are on the same site, and are used as part of Your Home Building:
    - a) garage, domestic out-houses used for residence, parking spaces or areas, if any
    - b) compound walls, fences, gates, retaining walls and internal roads,
    - c) verandah or porch and the like,
    - d) septic tanks, bio-gas plants, fixed water storage units or tanks,
    - e) solar panels, wind turbines and air conditioning systems, central heating systems and the like, if not included in Home Contents Cover,
- c. Your Home Building does not include Contents of Your Home.

### 3. Use for residence

- a. We will pay only if Your Home Building is used for the purpose of residence of Yourself and Your family, or of Your tenant, licensee or employee.
- b. We will not pay if
  - i. Your Home Building is used as a holiday home, or for lodging and boarding, or
  - ii. Your Home Building or any part of Your Home Building is used for purposes other than residential except where it is used both for Your residence and for the purposes of earning Your livelihood if You are self-employed or You have shifted Your office to Your Home Building for a temporary period due to lockdown or closure of Your office ordered by a public authority.

#### 4. Sum Insured

The Sum Insured for the Home Building Cover will be as mentioned in the Policy Schedule and will be the maximum amount payable in the event the Home Building is a Total Loss.

### 5. What We pay

- a. If You make a claim under the policy for damage to Your Home Building due to any of the insured perils, We reimburse the cost to repair it to a condition substantially the same as its condition at the time of damage. You must spend for repairs, and claim that amount from Us.
- b. The maximum We will pay for all items together is the Sum Insured shown in the Policy Schedule for Home Building Cover.
- c. If Your Home Building is a Total Loss, We will pay You the Sum Insured of the Home Building.
- d. If only an additional structure is destroyed, We will pay You an amount equal to the cost of construction of the additional structure.

### **Home Contents Cover**

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#### 1. What We cover:

We cover the physical loss or damage to or destruction of the General Contents of Your Home caused by an Insured Event as listed above. Valuable Contents of Your Home are not covered under this Policy

### 2. Sum Insured:

The Sum Insured for the Home Contents Cover is shown in the Policy Schedule and will be the maximum amount payable in the event the Home Contents are destroyed/lost completely.

### 3. What We pay

- a. If the General Contents of Your Home are physically damaged by any Insured Event, We will at Our option,
  - i. reimburse to You the cost of repairs to a condition substantially the same as its condition at the time of damage, or
  - ii. pay You the cost of replacing that item with a same or similar item, or
- iii. repair the damaged item to a condition substantially the same as its condition at the time of damage.
- b. The maximum We will pay for Home Contents is the Sum Insured shown in the Policy Schedule for Home Contents Cover.

### **Exclusions applicable to 4.4**

We do not cover losses and expenses for any loss or damage or destruction of the Insured Property that is directly or indirectly as a result of or is caused by or arising from events, stated below:

- 1. Your deliberate, wilful or intentional act or ommission, or of anyone on Your behalf, or with Your connivance.
- 2. War, invasion, act of foreign enemy hostilities or war-like operations (whether war is declared or not), civil war, mutiny, civil commotion amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 3. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component that is part of it.
- 4. Pollution or contamination, unless
  - i. the pollution or contamination itself has resulted from an Insured Event, or
  - ii. an Insured Event itself results from pollution or contamination.
- 5. Loss, damage or destruction to any electrical/electronic machine, apparatus, fixture, or fitting by over-running, excessive pressure, short circuiting, arcing, self-heating or leakage of electricity from whatever cause (lightning included). This exclusion applies only to the particular machine so lost, damaged or destroyed.
- 6. Loss or damage to bullion or unset precious stones, manuscripts, plans, drawings, securities, obligations or documents of any kind, coins or paper money, cheques, vehicles, and explosive substances unless otherwise expressly stated in the policy.
- 7. Loss of any Insured Property which is missing or has been mislaid, or its disappearance cannot be linked to any single identifiable event.
- 8. Loss or damage to any Insured Property removed from Your Home to any other place.
- 9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- 10. Any reduction in market value of any Insured Property after its repair or reinstatement.

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11. Costs, fees or expenses for preparing any claim.

#### Special conditions applicable to 4.4

- 1. You must:
  - a. keep Your Home Building and Home Contents in good condition and well maintained, You must ensure that the structure of Your Home Building does not have any faults or defects that are visible and material that will aggravate loss or damage to the Home Building in the event an insured peril occurs.
  - b. take care to prevent theft, loss or damage to Your Home Building and Home Contents, and
  - c. ensure that unauthorized persons do not occupy Your Home Building.
- 2. You must inform Us immediately if
  - a. You change Your address,
  - b. You let out Your Home Building, or Your Home Building will no longer be solely occupied by You,
  - c. You change the use of Your Home Building.
- **3.** You must allow, and give full cooperation to the survey/investigation of Your claim by Us. You must allow Us, and any surveyor, officer or other representative that We authorise, to inspect Your Home Building and Home Contents including the interior wherever necessary, take photographs and where required, permit the scientific testing and investigation of any insured article affected by the insured peril. You must answer all questions asked regarding Your claim truthfully and completely, and submit all relevant documents that We will require.
- 4. Underinsurance does not apply to this Cover.
- **5.** If Your Home Building, or any additional structure, or any item of Home Contents, is lost, destroyed or stolen, or is a Total Loss, and We pay You the full Sum Insured for such item, the insurance cover for that item will automatically end If We pay the total Sum Insured for any claim, this Cover will end.
- 6. The Policy will end
  - i. if You change the use of Your Home Building from personal residence to any other purpose, or
  - ii. if You use any item of Home Contents for use that is not personal.
- 7. This Policy will end when You sell, surrender or release Your interest in Your Home Building and/or Home Contents, or Your interest in the Home Building and/or Home Contents comes to an end. The Policy will end to the extent any additional structure of Your Home Building or item of Home Contents if You sell, surrender or release Your interest in such additional structure or item of Home Content, or Your interest in these ends.

### **Claims Procedure applicable for 4.4**

If You suffer a loss because of an Insured Event, You must make a claim for Your financial loss at Your cost. The procedure for making a claim is given below. These include things that **You must do**, and that **You must not do**. It is important to comply with these to ensure that it does not prejudice Your claim in any manner.

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### 1. Immediate notice to Us

- a. As soon as any physical loss or damage occurs to Your Home Building or Home Contents due to an Insured Event, You must immediately give notice to Us of the loss or damage. This is necessary for Us to survey/ investigate the loss or damage, as may be required.
- b. You can give notice to any of Our offices or call-centres.
- c. You must state in this notice
  - i. the Policy Number,
  - ii. Your name,
  - iii. details of report to the police that You made,
  - iv. details of report to any Authority that You made,
  - v. details of the Insured Event,
  - vi. a brief statement of the loss,
  - vii. particulars of any other insurance of Your Home Building or any of Your Home Contents, viii. details of loss or damage under any Optional Cover or Add-ons,
  - ix. submit photographs of loss or physical damage, wherever possible.

### 2. Steps to prevent loss and damage

- a. You must take all reasonable steps to prevent further loss or damage to Your Home Building and Home Contents.
- b. Until We have inspected Your Home Building and Home Contents, and have given Our consent,
  - i. You must not sell, give away or dispose of any damaged items of any property for which You are making a claim;
  - ii. You must not wash or clean, or remove any damaged item or debris, except for any urgent necessity;
  - iii. You must not carry out repairs, unless such repairs are urgent and You cannot contact Us.

#### 3. Immediate notice to Authorities

- a. As soon as any loss or damage occurs to the Insured Property, You must give immediate report to appropriate legal authorities. For example, You must report to the fire brigade of the local authority and the police if there is damage by fire/ explosion / implosion or lightning. In case of subsidence /landslide/rockslide, You must inform the District Administration. In the event of impact damage of any kind or Riot Strikes, Malicious damages and acts of terrorism, You must inform the police. If there is a theft within 7 (seven) days following an Insured Event You must inform the police.
- b. We may, but not necessarily, waive this condition if We are satisfied that by reason of extreme hardship it was not possible for You or any other person on Your behalf to give such report.

### 4. Submit claim

- a. Claim form:
  - i. You must submit Your claim in Our claim form at the earliest opportunity, but within 30 days from the date You first notice the loss or damage. The claim form is available in any of Our branches, and on Our web-site.
  - ii. You must state in Your claim the details of any other insurance policy that covers the damage or loss for which You have filed Your claim, whether You have purchased such other insurance, or someone else has purchased it for You.
- b. We shall not be liable for any loss or damage after the expiry of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration. If We disclaim liability for a claim You have made and if the claim is not made a subject matter of a



suit in a court of law within a period of 12 months from the date of disclaimer, the claim shall not be recoverable hereunder.

#### 5. Establish loss

- a. You must prove that the Insured Event has occurred, and the extent of physical loss or damage You have suffered with full details.
- b. When We request,
  - i. You must support Your claim for Home Building and/or Home Contents with plans, specification books, vouchers, invoices pertaining to costs incurred by You for reconstruction/replacement/repairs.
  - ii. You must allow Us, Our officers, surveyors or representatives to inspect the loss or damage to Your Home Building and/or Home Contents, and to take measurements, samples, damaged items or parts, and photographs that are relevant.
  - iii. You must give Us authority to see the relevant records and get information about the Event and Your loss from the police or any other authority.

#### 6. Fraudulent claim

If You, or anyone on Your behalf, make a false or fraudulent claim, or support a claim with any false or fraudulent statement or documents:

- i. We will not pay,
- ii. We can cancel the Policy: in such a case, You will lose all benefits under this Policy and premium that You have paid, and
- iii. We can also inform the police, and start legal proceedings against You.

#### 7. Other insurance

- a. If You have any other policy with Us or any other Insurance Company (taken by You or by anyone else for You) covering in whole or in part any claim that You have made under this Policy, You have a right to ask for settlement of Your claim under any of these policies.
- b. If You choose to claim under this Policy from Us, We will settle Your claim within the limits and the terms and conditions of this Policy.
- c. After We pay the amount under Your claim, We have the right to ask for contribution from the Insurers that have given You the other policies.
- d. We will ensure that Our actions do not impose any liability on You.

#### 8. Recovery action by Us

- a. When We accept and pay Your claim under the Policy, We can start legal proceedings to recover the amount or property from the third party who has caused the loss or damage to Your Home Building or Home Contents. You must give authority to Us to take such action and exercise this right effectively, when We request You, whether before or after making payment of Your claim. You must give all information, cooperation, assistance and help for this purpose. You must not do anything which will prejudice Our right. We can do this
  - i without seeking Your consent,
  - ii in Your name, and
  - iii whether or not Your loss has been fully compensated.
- b. Any amount We recover from such person will be applied first to the costs of the legal proceedings and recovery, then to the claim amount We have paid or must pay to You. We will pay You any balance.
- c. You can start legal proceedings against any person who has caused the loss or damage only with Our prior consent, and on conditions that We will impose. You must not compromise or settle any claim against such person without Our consent. If You recover any amount from



such person, You must return to Us the amount We have paid for Your claim. We can take over the conduct of legal proceedings that You have started and continue the proceedings in Your name.

#### 4.5 <u>Visa Denial Insurance</u>

We will pay for re-imbursement of Visa fee, if the Insured person is forced to cancel the trip on account of visa rejection only, anytime up to the start of the trip and if the Insured has opted for this cover before or at the time of applying for Visa subject to the maximum liability of the Company as stated in the Policy Schedule.

#### **Exclusions applicable to 4.5**

We shall not be liable to pay any expenses under this Benefit for:

- a) Any improper documentation submitted by the Insured Person, when such documentation was to be required in the visa application form
- b) If the Insured Person is engaged in any criminal activity or has a criminal history
- c) Rejection of visa due to non-furnishing of any documents required in the visa application form, as may be specified by the relevant authority
- d) Visa is being applied and Visa application not filed with the respective Embassy well in advance and as per the prescribed processing time
- e) Failure to prove the travel itinerary
- f) Visa application was submitted prior to issuance of Policy
- g) Missed pre-scheduled appointment

#### Special Condition applicable to 4.5

• This cover is not available for multi-trip policies

#### **Claims Procedure applicable for 4.5**

Documents to be submitted in support of the claim:

- i. Written copy of the Visa rejection reason from the Embassy.
- ii. Copy of Passport of the Insured.
- iii. Copy of confirmed ticket.

#### 4.6 Return of Minor Child

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, We will reimburse the cost of the economy class air ticket incurred for sending the unattended Minor Child(ren) back to the Country of Residence.

For the purpose of this cover, Minor Child(ren) 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

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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.

Our 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.

### **Special Conditions applicable to 4.6**

- It is a condition precedent to Our liability hereunder that the need for the return of Minor Child(ren) is also approved by Us or Assistance Service Provider.
- We will not be liable for any payment under this benefit if the Hospitalization occurs within 5 days prior to the Completion of Trip.

### **<u>Claims Procedure applicable to 4.6</u>**

- 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 Applicable to All Sections.
- Documents to be submitted in support of the claim:
  - i. Duly completed claims form to be supported by:
  - ii. A certificate from the Medical Practitioner specifying the cause and minimum period of Hospitalization
  - iii. 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
  - iv. 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.
  - v. 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.
  - vi. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

### 4.7 Pet Care

We will cover medical expenses up to the amount as mentioned in the Policy Schedule including fees, for the Veterinary Medical Practitioner towards the medical care and treatment of the pet animal (limited to cat or dog) of the Insured / Insured Persons arising due to an injury sustained whilst under the care of a friend, relative, house servant, other family members of the house or a professional pet care service provider in India during the Insured/ Insured Person's trip abroad.,

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### **Exclusions applicable to 4.7**

- 1. Cover for an illness or injury which was either pre-existing or the onset of which was before You left for the trip.
- 2. This benefit does not cover any other loss other than those mentioned above under the head "coverage", 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

### 4.8 Event Cancellation

We will pay whichever of the following is lower, the face value of the pre-booked Ticket or the actual amount the insured paid to acquire the Covered Event Ticket, as shown on the receipt, after one of the following incidences which results in insured not being able to attend the Covered Event:

- 1. Damage to insured Place of stay/hotel overseas from a house fire, Burglary or any Natural Catastrophe that requires him/her to be present at the Place of stay/hotel on the date of the Covered Event;
- 2. Insured is prevented from attending the Covered Event due to a Natural Catastrophe;
- 3. Insured Motor Vehicle becomes inoperable while in route to the Covered Event, provided it is reported to a roadside recovery service, insured primary automobile insurer, or brought to a Motor Vehicle Repair Shop;
- 4. A sudden and unexpected Business trip that is required by the insured employer, which results in him/her not being able to attend the Covered Event;
- 5. Insured being required to serve on a jury, or is served with a court order or a subpoena, which requires his/her appearance in court on the day of the Covered Event;
- 6. Insured or Insured immediate Family Member's death, unforeseen Injury or Sickness due to which insured needs to hospitalized for more than 24 hours or compulsory quarantine which results in insured not being able to attend the Covered Event.

For the purpose of this Benefit, Covered Event means the legally organized, planned show or concert printed on admission Ticket(s).

Our maximum liability will be limited to non-refundable portion of ticket amount upto the amount specified amount mentioned in Policy Schedule.

#### **Special Conditions applicable to 4.8**

To be eligible for this Benefit, the following needs to be present or to have occurred:

- The Ticket must be paid in advance by the insured.
- Reimbursement of the Ticket cannot be recoverable from any other source.
- Insured must make all necessary arrangements to arrive at the Covered Event on time.
- Insured must take all reasonable precautions to prevent any Claim.
- The event must occur outside India during the trip of the insured.

#### **Exclusions applicable to 4.8**

This benefit does not provide coverage for any of the following:



- 1. Loss that do not occur within the Policy Period;
- 2. Loss caused from the cancellation or postponement of the show or concert by the organizer/Service Provider for any reason;
- 3. Loss due to a cancelled or rescheduled airplane flight, unless due to a Natural Catastrophe, as stated above;
- 4. Loss incurred from the tickets which insured re-sells to other people;
- 5. Loss arising from any pre-existing medical conditions;
- 6. Loss caused from intentionally self-inflicted harm, by insured, and /or by his/her Family Members;
- 7. Losses as a result of insured's attempted suicide;
- 8. Due to pregnancy of insured or his/her Family Members; fertility treatment or childbirth;
- 9. Due to insured, his/her Family Members intoxication or impairment from use of alcohol, illegal drugs, narcotics, or medicines which have not been prescribed by a qualified Physician;
- 10. Due to illegal acts caused by the insured or his/her Family Members.
- 11. Resulting from the intentional actions of insured or his/her Family Members, or actions that insured or his/her Family Members knew of or planned;
- 12. Due to, or related to, a nuclear, biological or chemical event;
- 13. Losses due to war or any act of war, invasion, act of foreign enemy, civil war, public defence, rebellion, revolution, insurrection, military or usurped acts, nuclear weapons/ materials, Chemical and biological weapons, Ionising radiation.

### **Claims Procedure applicable to 4.8**

- Insured must contact Us within 7 days of the date of the Show or Concert to report a loss;
- File a FIR within 24 hours of discovering a Burglary or if You are in a traffic accident;
- Complete, sign and return the claim form to Us with the following documents, within 15 days of the date of the Show or Concert:
  - i. Original unused Ticket of the Show or Concert,
  - ii. Documentation from a qualified roadside service company, Motor Vehicle service / repair centre on the date of the Covered Event; or
  - iii. Employer confirmation letter; or
  - iv. Court notice; or
  - v. Doctor or hospital official statements; or
  - vi. A copy of any official FIR filed, if applicable

### 4.9 Sports Equipment Cover

We will reimburse:

- 1. The cost of renting the same type of equipment, If the sports equipment being carried by the Insured is lost because of the reasons mentioned below:
  - Robbery/ theft of the sports equipment
  - Baggage containing the sports equipment is lost or delayed for 12 hours or more by common carrier

Special conditions - If there is a compensation amount paid by the Common Carrier for Delay/loss, that amount will be deducted from the claim amount payable under this cover.



2. The penalty/ fine charged by the sports equipment owner, if insured damages or loses sports equipment which was rented out to him for personal use,

### Special conditions

- Insured shall ensure the safety of sports equipment at all times during the rental period.
- Insured shall not pass on hired equipment to third parties.
- The complete payment of Rental equipment has been made by the Insured before the equipment is rented out to him.
- The hired equipment is NOT insured and insurance is not included in the normal rental tariffs.
- Insured shall make sure that the sports equipment rented out to him are in good condition and without any damage.

#### **Exclusions applicable to 4.9**

- 1. Loss, delay or confiscation or detention by customs, police or public authorities.
- 2. Any loss or theft, which is not reported to the police within 24 hours of discovery or as soon as reasonably possible and request a written police report

### 4.10 <u>Rental Excess Insurance</u>

We will pay up to the Sum Insured specified for the excess / deductible, which insured have to pay under a car rental agreement and or additional costs which insured may be liable to pay over and above the amount. Insured should be covered under the terms of the car rental agreement in the event of an Accident or theft which is further covered by the rental car insurance policy provided-

- Insured is named as the lead driver on the car rental agreement
- Insured hold an international driving license which is effective at the time of incident.
- Insured have taken possession of the rental car
- Insurance is included in the total price of the car rental agreement;

#### **Exclusions applicable to 4.10**

We will not be liable for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1. The incident is not reported to an appropriate police authority as soon as reasonably possible or where an official police report has not been obtained, if required by local law;
- 2. Any claim arising from wear and tear, gradual deterioration, insect or vermin attack/infestation, hidden defect or inherent damage of the rental car;
- 3. Any claim as a result of mechanical or electrical breakdown, other than towing costs;
- 4. Any damage to the rental car's interior unless the damage is as a result of an accidental collision, fire, theft or vandalism;
- 5. Any loss claimed for vehicle other than the rental car (as specified on the car rental agreement)

#### **<u>Claims Procedure applicable to 4.10</u>**

Documents to be submitted in support of the claim:

• Copy of car rental agreement

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- A police report/ FIR confirming the incident.
- Copy of International driving license of the insured.

## 4.11 Golfer's Hole in One

We will pay the Lump sum amount as specified in the Policy Schedule to the Insured Person for expenses incurred in celebration of achieving a hole-in-one by the Insured Person during the trip falling under Period of Insurance, anywhere in the world, in a golf course recognized/ certified by United States Golfers' Association (USGA) / PGA / other International Golf Associations, anywhere in the world excluding India.

The Claim Payment shall be subject to the full compliance with the terms and conditions and the rules of the tournaments conducted / certified by PGA / United States Golfers' Association (USGA) / Other International Golf Associations.

### **Exclusions applicable to 4.11**

We will not be liable for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- 1. Claims where the player has not been listed as a Participant in the Tournament.
- 2. Claims originating on a non-Target Hole.
- 3. Any claims where the Hole in One has not been correctly adjudicated or failure of the Insured to follow the claims procedure.
- 4. Consequential loss of whatever nature arising from the tournaments conducted / certified by PGA / Other International Golf Associations.

#### **Claims Procedure applicable to 4.11**

Documents to be submitted in support of the claim:

- Certificate from Golfer Association stating game points.
- Copy of passport, visa with entry and exit stamp.

### 4.12 Green Fees Cover

We will reimburse the amount of green fees (non-refundable portion) up to the amount mentioned in Policy Schedule, if insured is unable to take part in prepaid golfing activity during Period of Insurance due to the following reasons:

- If Insured is hospitalized for minimum of 24 hrs due to Illness or Injury and not fit enough to participate in prepaid golfing activity.
- If the golf documents are lost or stolen and this prevents the insured from taking part in the prepaid golfing activity.

#### **Exclusions applicable to 4.12**

We will not be liable for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:



- 1. Any golf documents you lose or that are stolen if you did not report it to the police within 24 hours
- 2. of discovering it, and you did not get a written police report for.
- 3. Any golf documents you have left unattended in a public place.
- 4. Any golf documents that are legally delayed or held by customs or other officials.

### **Claims Procedure applicable to 4.12**

Documents to be submitted in support of the claim:

- Medical certificate to prove that insured was not well enough.
- Police complaint or FIR copy in case golf documents are lost or stolen.

### 4.13 <u>Piste Closure</u>

We will indemnify up to the amount mentioned in Policy Schedule if all the lift systems are closed for more than 12 hours as a result of high winds, or not enough or too much snow in your holiday resort. We will pay:

- The cost of transport to the nearest resort, up to the amount shown in the table of benefits for each full 24 hour period; or
- Up to the amount shown in the table of benefits for each full 24 hour period that you are not able to ski and there is no other ski resort available.

PROVIDED that the holiday resort where you are staying must be at least 1000 meters above sea level.

#### **Claims Procedure applicable to 4.13**

Documents to be submitted in support of the claim:

• A written statement from the resort managers confirming the reason for the Piste closing and how long it lasted.

#### 4.14 Up-gradation to Business Class

We will cover the extra cost incurred in upgrading the insured person's return ticket to business class by the most direct route from the place of hospitalization, if insured is hospitalized for a period of 5 or more continuous days.

#### **Special Conditions applicable to 4.14**

- Claim under this benefit is payable only if claim under "Section 1 1.1 (Medical Expenses Accident and Illness" cover of this Policy is also payable.
- The return air travel of the insured to city of residence shall commence not later than 20 consecutive days from the date of discharge.
- If insured's economy class air ticket cannot be up-graded, then the Company's maximum liability under this Benefit shall be limited to the difference between the cost of the new business class ticket and the refund amount received on the economy class ticket cancelled
- The Company shall not be liable to make any payment under this Benefit if you were originally booked to return to the Country of Residence on a business class air ticket.

### 4.15 Political Risk and Catastrophe Evacuation

We will reimburse the insured up to the Sum Insured as specified in the Policy Schedule for:

- i. 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.
- ii. Reasonable and Customary Charges incurred by the Insured for his/her accommodation at the nearest place of safety for a maximum of 7 days or upto the Sum Insured as mentioned in the Policy Schedule, if the Insured is unable to return to the Country of Residence at the time of happening of any of the contingencies mentioned below

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.

### **Exclusions applicable to 4.15**

We will not be liable to pay for losses arising from or attributable to the following:

- 1. Insured violating the laws or regulations of the country from which he is to be evacuated.
- 2. Failure to produce or maintain immigration, work, residence or similar visas, permits or other documentation.
- 3. Failure to honour any contractual obligation or bond or to obey any conditions in a license.
- 4. Insured being a national of the country from which he is to be evacuated.
- 5. 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 applicable to 4.15**

- 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:
  - i. Official Declaration by embassy of Country of Residence of the Insured.
  - ii. Original Invoice of Hotel Accommodation during the period Insured is unable to return to the Country of Residence.
  - iii. Original ticket(s) used for the travel back to the Country of Residence.
  - iv. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

#### 4.16 Automatic Extension of Policy

Automatic extension of the Period of Insurance is granted up to a period of 7 consecutive days, from the Policy Expiry Date, if the extension is necessary, due to the following reasons which directly results in the extension of the Trip duration:

- 1. If a Claim is admitted under Section 1 1.1 (Medical Expenses Accident and Illness) or 1.14 (Medical Expenses Accident Only) and the Insured Person is still hospitalized overseas after the expiry of the Period of Insurance and not fit to travel as per the treating Medical Practitioner; or
- 2. Death of the Travelling Companion during the trip; or
- 3. Travelling Companion is hospitalized as In-patient in Emergency Care due to illness or injury; or
- 4. Any natural calamity which prevents the accessibility of the place of destination which forces the Insured to extend the trip; or
- 5. Cancellation or Re-scheduling of the Common Carrier due to unexpected strike, riot or Civil commotion at the port where the Trip got extended

Provided that:

• Any actual/ possible refundable amount pertaining to the original scheduled return ticket will be deducted from the admissible Claim amount.

### **Exclusions applicable to 4.16**

- i) Trip is cancelled due to natural calamity not declared by the appropriate government authority
- ii) Any extension due to Childbirth, Pregnancy or related medical complications occurring to you or your Immediate Family Member or Travelling Companion

### **Claims Procedure applicable to 4.16**

Documents to be submitted in support of the claim:

- Medical certificate with details of the date of admission and date of discharge together with the details of the injury or illness and treatment rendered
- Death certificate (if applicable)
- A declaration from the Insured Person furnishing the circumstances that compelled him to extend the Trip.

#### **Section 5: Value Added Services**

Assistance Service Provider will provide the following services as described below:

#### • Medical Assistance

As soon as the Assistance Company is notified of a medical emergency resulting from Your Accident or Sickness, the Assistance Company will contact the medical facility or location where You are located and confer with the Physician at that location to determine the best course of action to be taken. If possible and if appropriate, Your family Physician will be contacted to help arrive at a decision as to the best course of action to be taken. The Assistance Company will then organize a response to the medical emergency, doing whatever is appropriate, including, but not limited to, recommending or securing the availability of services of a local Physician and arranging Hospital confinement of You where, in its discretion, deems such confinement appropriate.

#### • Medical Evacuation

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All decisions as to the means of transportation and final destination will be made by the Assistance Company.

### Repatriation

The Assistance Company agrees to make the necessary arrangements for the return of Your remains to India in the event You die while this service agreement is in effect as to You.

### • Legal Assistance

If You are arrested or are in danger of being arrested as the result of any non-criminal action resulting from responsibilities attributed to You, Assistance Company will, if required, provide You with the name of an attorney who can represent You in any necessary legal matters.

### • Lost Luggage or Lost Passport

If You, outside India, notify the Assistance Company that Your luggage or passport has been lost, the Assistance Company will endeavor to assist You by contacting the appropriate authorities involved and providing direction for replacement.

#### General Assistance

The Assistance Company will serve as a central point for translation and communication for You during emergencies. The Assistance Company agrees to provide to You advice on contacting and using services available from consulates, government agencies, translators and other service providers that can help with travel problems. In addition, the Assistance Company will provide insurance coordination, verifying coverage of You, guaranteeing payment to the

medical provider, based on confirmation of benefits, a charge to credit card(s) and coordinating the payments, documentation and translation to ease claim filing when You return to India.

### • Pre-Departure Services

Prior to Your departure, upon request the Assistance Company will provide hazard information about foreign locations, information about immunization requirements and passport or visa requirements, general information about weather and State Department and private service warnings about travel to certain locations. The Assistance Company will also arrange for special medical care en-route (i.e. dialysis, wheelchairs, etc.), subject to receiving reasonable notice of this request.

### • Emergency Travel Agency

The Assistance Company agrees to provide You with 24 hour travel agency service for airline and hotel reservations. The Assistance Company will also arrange payment for Your airline tickets and other travel services, using Your credit cards. Prepaid ticket pickup at airline counters or ticket delivery

Smart Travel UIN - ZUKTIOP24156V022324 Page 58 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India. by mail or courier will also be arranged by the Assistance Company for You. Emergency Cash Transfers and Advances - the Assistance Company will arrange for cash payments to You through a variety of sources, including credit cards, hotels, banks, consulates and Western Union. The Assistance Company provides this service to supplement the facilities of Your credit cards. Credit card transactions performed by the Assistance Company are subject to confirmed credit.

## • Emergency Cash Transfers and Advances

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 \$500/ Euro 500, subject to the following conditions:

- 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.
- No claim shall be payable under this Benefit for need arising after return of the Insured to the Country of Residence of the Insured.
- As soon as the need arises, Insured Person shall call up Assistance Service Provider on the telephone number indicated in the Policy Schedule.
- 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.
- The Assistance Service Provider shall organize cash delivery after obtaining payment security from Insured or his/her local contact as informed by the insured.

### • Disclaimer of Liability

In all cases the medical professional or any attorney suggested by the Assistance Company shall act in a medical or legal capacity on behalf of You only. The Assistance Company assumes no responsibility for any medical advice or legal counsel given by the medical professional or attorney. You shall not have any recourse to the Assistance Company by reason of its suggestion of a medical professional or attorney or due to any legal or other determination resulting therefrom. You are responsible for the cost of services arranged by the Assistance Company on behalf of You or a covered Immediate Family Member.

The Assistance Company will access this Policy and/or other insurance Policy benefits to which You may be entitled, and/or Your credit cards or other forms of financial guarantees provided by you, in order to facilitate payment for such services.

## PART 3: GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS

We shall not liable for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

- 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 (except Visa Denial Insurance Cover if specifically opted for)
- 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 wilful act, or with the connivance of the Insured.

- 3. Where the Insured Person is travelling against the advice of a Physician; or receiving or on a waiting list for receiving specified medical treatment; or is travelling for the purpose of obtaining medical treatment; or has received a terminal prognosis for a medical condition.
- 4. Any Pre-existing Condition or any complication arising from it unless specifically covered in the Policy.
- 5. Congenital anomalies or any complications or conditions arising therefrom.
- 6. Any claim relating to Adventure Sports or Hazardous Activities, unless specifically covered in the Policy.
- 7. Suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions other than HIV/ AIDS.
- 8. Serving in any branch of the Military or Armed Forces of any country, whether in peace or War
- 9. Being under the influence of drugs, alcohol, or other intoxicants or hallucinogens, substance abuse or any addictive condition and consequences thereof unless properly prescribed by a Physician and taken as prescribed.
- 10. Pregnancy and all related conditions, including services and supplies related to the diagnosis or treatment of infertility or other problems related to inability to conceive a child; birth control, including surgical procedures and devices; This however does not include ectopic pregnancy proved by diagnostic means and is certified to be life threatening by the Physician.
- 11. Participation in an actual or attempted felony, riot, crime, misdemeanour, or civil commotion.
- 12. Operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft or Scheduled Airline.
- 13. Any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power.
- 14. Any loss arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Act of Terrorism.
- 15. The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or radiation or radioactive contamination; The dispersal or application of pathogenic or poisonous biological or chemical materials; The release of pathogenic or poisonous biological or chemical materials. (However, the above only applies if 50 or more persons sustain death within 90 Days of the date of the incident).
- 16. The radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment.
- 17. Performance of manual work for employment or any other potentially dangerous occupation.
- 18. 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 notwithstanding the fact that the Period of Insurance exceeds 90 days.
- 19. Payment of compensation in respect of Illness/ Injury arising or resulting from the Insured committing any breach of law with a criminal intent.
- 20. Any consequential losses
- 21. Any Policy which is bought after the Insured Person has left the Country of Residence.
- 22. Insured Person is engaged in any travel unless he is travelling as fare paying passenger
- 23. Travel by any Insured Person against whom general or special travel restrictions have been imposed.
- 24. Any physical, medical condition or treatment that is specifically excluded in the Policy Schedule under Important Conditions

25. 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 Schedule.

### PART 4: CLAIMS PROCEDURE – APPLICABLE TO ALL SECTIONS

On facing a contingency which shall result in a claim under any of the Benefits under this Policy, immediate notice (within 7 days from the date of loss/ incident) 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.

Contact Zurich Kotak General Insurance Company (India) Limited. Toll free number for assistance & registering your claim.

In USA & Canada (Toll Free)	XXXXXX
Rest of the World (Call Back Facility)	XXXXXX
While in India	XXXXXX
Email	XXXXXX

Documents of claim appropriate for each contingency and the consequent loss as listed in the respective Sections of this Policy shall be forwarded to the Assistance Service Provider as soon as the Insured returns to the Country of Residence (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 any time 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.

While simultaneously lodging a claim under the relevant Sections 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 an when available.

If at any time 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.

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.

Settlement of all claims under different Benefits of the Policy hereunder in so far as it relates to nonimmigrant 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. 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.

### **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.

#### **Obligations of the Insured**

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

### **Transfer and Set-off of Claims**

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

Smart Travel UIN - ZUKTIOP24156V022324Page 62 of 80Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company<br/>Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver<br/>Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.

- In so far as an Insured receives compensation for costs he/ she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable, if any.
- Claims to the insurance benefits may be neither pledged nor transferred by the Insured.
- No sum payable under this Policy shall carry any interest/ penalty.
- The insurance cover applies to all countries stated in the Policy Schedule, except those countries, where the Insured has a permanent place of residence.
- In the event of the Insured's death, the Company or the Company's representatives shall have the right to get the post mortem/autopsy conducted, at the Company's expense.

## Settlement/ Rejection of Claim

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

Penal interest provision shall be as per Regulation 16 (1) (ii) of IRDAI (Protection of Policyholders' Interests) Regulations, 2017, as amended from time to time.

## PART 5: GENERAL TERMS AND CONDITIONS – APPLICABLE TO ALL SECTIONS

These terms and conditions have general application to this coverage as a whole, and they apply regardless of the number of Benefits that are operative under this Policy.

### 1. Disclosure of Information

The policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis description or non-disclosure of any material fact by the policyholder. (Explanation: "Material facts" for the purpose of this policy shall mean all relevant information sought by the company in the proposal form and other connected documents to enable it to take informed decision in the context of underwriting the risk)

### 2. Condition Precedent to Admission of Liability

The terms and conditions of the policy must be fulfilled by the insured person for the Company to make any payment for claim(s) arising under the policy.

### **3.** Complete Discharge

Any payment to the policyholder, insured person or his/ her nominees or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

### 4. Fraud

If any claim made by the insured person, 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

Smart Travel UIN - ZUKTIOP24156V022324 Page 63 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India. insured person or anyone acting on his/her behalf to obtain any benefit under this policy, all benefits under this policy and the premium paid shall be forfeited.

Any amount already paid against claims made under this policy but which are found fraudulent later shall be repaid by all recipient(s)/policyholder(s), who has made that particular claim, who shall be jointly and severally liable for such repayment to the insurer.

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the insured person or by his agent or the hospital/doctor/any other party acting on behalf of the insured person, with intent to deceive the insurer or to induce the insurer to issue an insurance policy:

- a) the suggestion, as a fact of that which is not true and which the insured person does not believe to be true;
- b) the active concealment of a fact by the insured person having knowledge or belief of the fact;
- c) any other act fitted to deceive; and
- d) any such act or omission as the law specially declares to be fraudulent

The Company shall not repudiate the claim and / or forfeit the policy benefits on the ground of Fraud, if the insured person / beneficiary can prove that the misstatement was true to the best of his knowledge and there was no deliberate intention to suppress the fact or that such misstatement of or suppression of material fact are within the knowledge of the insurer.

## 5. Multiple Policies

- i. In case of multiple policies taken by an insured person during a period from one or more insurers to indemnify treatment costs, the insured person shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen policy.
- ii. Insured person having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the insured person shall have the right to choose insurer from whom he/she wants to claim the balance amount.
- iv. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.

### 6. Withdrawal of Policy

- i. In the likelihood of this product being withdrawn in future, the Company will intimate the insured person about the same 90 days prior to expiry of the policy.
- ii. Insured Person will have the option to migrate to similar health insurance product available with the Company at the time of renewal with all the accrued continuity benefits such as cumulative bonus, waiver of waiting period as per IRDAI guidelines, provided the policy has been maintained without a break.

### 7. Possibility of Revision of Terms of the Policy Including the Premium Rates

The Company, with prior approval of IRDAI, may revise or modify the terms of the policy including the premium rates. The insured person shall be notified three months before the changes are effected.

### 8. Nomination

The policyholder is required at the inception of the policy to make a nomination for the purpose of payment of claims under the policy in the event of death of the policyholder. Any change of nomination shall be communicated to the company in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee {as named in the Policy Schedule/Policy Certificate/Endorsement (if any)} and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

### 9. Redressal of Grievance

In case of any grievance the insured person may contact the company through Website: www.zurichkotak.com Toll free: 18002664545 E-mail: <u>care@zurichkotak.com</u> Courier: Zurich Kotak General Insurance Company (India) Limited, 401, 4th Floor, Silver

Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai-400063. Maharashtra, India

Insured person may also approach the grievance cell at any of the company's branches with the details of grievance

If Insured person is not satisfied with the redressal of grievance through one of the above methods, insured person may contact the grievance officer at grievanceofficer@zurichkotak.com For updated details of grievance officer, kindly refer the link: https://www.zurichkotak.com/customer-support/grievance-redressal-process

For senior citizens, please contact the respective branch office of the Company or call at 18002664545 or may write an e- mail at <u>seniorcitizen@zurichkotak.com</u>

If Insured person is not satisfied with the redressal of grievance through above methods, the insured person may also approach the office of Insurance Ombudsman of the respective area/region for redressal of grievance as per Insurance Ombudsman Rules 2017.

The details of the Insurance Ombudsman is available at: https://www.zurichkotak.com/customer-support/grievance-redressal-process

The updated details of Insurance Ombudsman offices are also available on the website of Council for Insurance Ombudsmen: <u>www.cioins.co.in/ombudsman</u>

The details of the Insurance Ombudsman is available at Annexure I

Grievance may also be lodged at Bima Bharosa Portal-https://bimabharosa.irdai.gov.in/

## **10. Claim Settlement (Provision for Penal Interest)**

i. The Company shall settle or reject a claim, as the case may be, within 30 days from the date of receipt of last necessary document.

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- ii. In the case of delay in the payment of a claim, the Company shall be liable to pay interest to the policyholder from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate.
- iii. However, where the circumstances of a claim warrant an investigation in the opinion of the Company, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document. In such cases, the Company shall settle or reject the claim within 45 days from the date of receipt of last necessary document.
- iv. In case of delay beyond stipulated 45 days, the Company shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.

(Explanation: "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due)

## 11. Age Limit

- Single Trip
- Minimum Entry age 3 months
- Maximum Age No Upper Limit
- Annual Multi Trip
- Minimum Entry Age -18 years
- Maximum Age- 70 Years

## **12. Eligibility**

- Individual Policy (Individual Sum Insured)
- Relationships Covered

Self, Legally married spouse/Partner, Natural or adopted dependent child(ren) up to age 25 Years, Parents, Parents in-law, Siblings, Grandparents, Grandchild(ren), Uncle, Aunt, Brother in Law, Sister in Law, Niece and Nephew

In case of Individual policies, the Sum Insured against the Benefits are available separately for each and every individual that are Insured under the Policy.

• Floater Policy (Floater Sum Insured)

A family floater policy can cover a maximum of 2 adults and 3 dependent children under a single policy

- Relationships Covered -

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- Self, legally married spouse/ Partner, Natural or adopted dependent child(ren) up to age 25 years
- OR
- o Parents
- o OR
- Parents in-laws

In case of Family plans, the sum insured is floating on the family members, except for below benefits where the sum insured is applicable separately to each and every Insured Person of the family

- Daily Allowance
- Repatriation of Mortal Remains
- Hijack Distress Allowance
- Personal Accident
- Personal Accident Common Carrier
- Child Education Benefit
- Lifestyle Modification Benefit

The sum insured is applicable for Primary Insured Person for the below mentioned covers:

- Home Burglary and Robbery
- Fire and Allied Perils (Buildings and Contents)

### **13.** Policy Tenure

- Single Trip
  - Minimum Tenure 1 Day
  - Maximum Tenure The maximum number of travel days under a single trip 365 days.
  - Travel Extension can be done however total Policy Period shall not exceed 365 days
- Annual Multi-Trip
  - Policy Tenure 1 year
  - Maximum Number of Days Per trip in Annual Multi trip 15 days, 30 days, 45 days, 60 days, 90 days
- Travel Extension (Applicable to Single Trip Policy)
- The maximum number of travel days under a single trip that may be insured, under the Policy, shall be 180 days. However, the Policy may be extended beyond the initial period of 180 days during the same trip provided that the total Policy Period shall not exceed 365 days
- Any extension request may be accepted subject to scrutiny of medical conditions, claim history and reoccurrence nature of medical conditions incurred/declared by the Insured/ Policyholder which could result in a claim during the extension period. Acceptance of extension shall be at the sole discretion of the Company.
- All requests for extensions must be at least 7 days before the expiry of the original Policy Period and accompanied by all the following information and documents:
  - i. Details of complete particulars of all Claims; (if applicable)
  - ii. Good health declaration in respect of the Insured Person

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- In case of any major claim under the existing policy, the policy can be extended with exclusion of the ailment/injury on account of which the claim was lodged under the expiring policy.
- The Sum Insured under any of the Covers shall not be enhanced.
- If the Insured /Insured Person does not declare the claims filed or the claims that are to be filed under the original Policy, then any extension of the Policy if granted shall be deemed to be invalid.
- No refund of premium will be given in case of extensions so invalidated. The Company will also not be liable to pay any claim filed under the extended Policy.
- If an Insured wants to extend a trip, the premium for incremental duration (only the extended part) shall be calculated as per rate chart and be multiplied with a loading of 25%

### 14. Material Change

Material information to be disclosed to Us includes every matter that You are aware of or could reasonably be expected to know that relates to questions in the Proposal Form and which is relevant to Us in order to accept the risk and the terms of acceptance of the risk.

### **15.** No constructive Notice

Any knowledge or information of any circumstances or condition in Your connection in possession of any of Our personnel and not specifically informed to Us by You shall not be held to bind or prejudicially affect Us notwithstanding subsequent acceptance of any premium.

### **16. Terms and condition of the Policy**

The terms and conditions contained herein and in the Policy Schedule shall be deemed to form part of the Policy and shall be read together as one document.

### 17. 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:

- Forthwith file/ submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in the Policy.
- 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.
- 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.
- 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.

## 18. Rights of the Company on acceptance of claim

Smart Travel UIN - ZUKTIOP24156V022324 Page 68 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India. On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- Enter and/ or take possession of the Insured property, where the loss or damage has happened.
- 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.
- Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
- 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.

## **19. 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.

### 20. 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.

### 21. 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.

Smart Travel UIN - ZUKTIOP24156V022324 Page 69 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India.



### **22.** Contribution

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

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

### 23. Subrogation

Subrogation shall mean the right of the Company to assume the rights of the Insured Person/Policyholder to recover expenses paid out under the Policy that may be recovered from any other source.

The Policyholder/ Insured Person shall at his own expense do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing and/or securing any civil or criminal rights and remedies or obtaining relief or indemnity from any other party to which the Company is/or would become entitled upon the Company paying for a Claim under this Policy, whether such acts or things shall be or become necessary or required before or after its payment.

Neither the Policyholder nor any Insured Person shall prejudice these subrogation rights in any manner and shall at his own expense provide the Company with whatever assistance or cooperation is required to enforce such rights. Any recovery the Company makes pursuant to this clause shall first be applied to the amounts paid or payable by the Company under this Policy and any costs and expenses incurred by the Company of affecting a recovery, where after the Company shall pay any balance remaining to the Policyholder. This clause shall not apply to any Benefit offered on fixed benefit basis and Health sections of the policy.

#### 24. Cancellation/ Termination

a) The policyholder may cancel his/her policy at any time during the term, by giving 7 days notice in writing. The Insurer shall refund proportionate premium for unexpired policy period subject to no claim(s) were made during the policy period

Additional Deductions - Notwithstanding the above, if (i) the risk under the Policy has already commenced, or (ii) only a part of the insurance coverage has commenced, and the option of Policy cancellation is exercised by the Policyholder, then expenses incurred by the Company on medical examination of the Policyholder will also be deducted before refunding of premium.

b) The Company may cancel the policy at any time on grounds of misrepresentation non-disclosure of material facts, fraud by the insured person by giving 15 days' written notice. There would be no refund of premium on cancellation on grounds of misrepresentation, non-disclosure of material facts or fraud.

### 25. Free Look Period

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The insured person shall be allowed free look period of thirty days from date of receipt of the policy document to review the terms and conditions of the policy, and to return the same if not acceptable.

If the insured has not made any claim during the Free Look Period, the insured shall be entitled to

- i. a refund of the premium paid less any stamp duty charges or
- ii. where the risk has already commenced and the option of return of the policy is exercised by the insured person, a deduction towards the proportionate risk premium for period of cover or

All Your rights under this Policy will immediately stand extinguished on the free look cancellation of the Policy. Free look provision is not applicable and available at the time of renewal of the Policy.

Free look period will be applicable only for Annual Multi Trip Policy and not for Single Trip Policy.

## 26. Renewal of Policy

The policy shall ordinarily be renewable except on grounds of fraud, misrepresentation by the insured person.

- i. The Company shall endeavour to give notice for renewal. However, the Company is not under obligation to give any notice for renewal.
- ii. Renewal shall not be denied on the ground that the insured person had made a claim or claims in the preceding policy years.
- iii. Request for renewal along with requisite premium shall be received by the Company before the end of the policy period.
- iv. At the end of the policy period, the policy shall terminate and can be renewed within the Grace Period of at least 30 days to maintain continuity of benefits without break in policy. Coverage is not available during the grace period.
- v. No loading shall apply on renewals based on individual claims experience.

Renewal of Policy will be applicable only for Annual Multi Trip Policy and not for Single Trip Policy.

### 27. Cause of Action/ Currency for payments

No claim shall be payable under this policy unless the event or occurrence giving rise to the claim occurs in the geographical scope specified in the policy schedule.

Cashless claims will be paid to overseas facility in the respective currency of the country. All payments shall be made as per Indian regulations applicable from time to time.

For the purpose of reimbursement claim payments, all currencies shall be converted to Policy Sum Insured Currency and later to Indian Rupees (INR). The reimbursement claim amount will be paid only to the Indian Bank account and in Indian Currency.

### **28.** Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed by both You and Us to be adjudicated or interpreted in accordance with Indian law 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.

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### **29.** 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.

#### 30. Special Provision for Insured Person who are Senior citizen

The premium charged for health Insurance products offered to Senior citizens shall be fair, justified, transparent and duly disclosed upfront. The insured shall be informed in writing of any underwriting loading charged over and above the premium and the specific consent of the policyholder for such loadings shall be obtained before issuance of policy.

### **31.** Communications & Notices

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

In Your case, at Your last known address per Our records in respect of this Policy.

In Our case, at Our address specified in the Policy Schedule.

No insurance agent, broker or any other person is authorised to receive any notice on Our behalf.

#### 32. Customer Service

If at any time You require any clarification or assistance, You may contact Our offices at the address specified in the Policy Schedule, during normal business hours or contact Our call centre.

#### **33. Electronic Transactions**

You agree to adhere to and comply with all such terms and conditions as the Company may prescribe from time to time, and hereby agrees and confirms that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication, established by or on behalf of the Company, for and in respect of the Policy or its terms, 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.

Smart Travel UIN - ZUKTIOP24156V022324 Page 72 of 80 Zurich Kotak General Insurance Company (India) Limited (Formerly known as Kotak Mahindra General Insurance Company Limited) CIN: U66000MH2014PLC260291. IRDAI Reg. No. 152. Registered & Corporate Office: 401, 4th Floor, Silver Metropolis, Jai Coach Compound, Off Western Express Highway, Goregaon (East), Mumbai- 400063. Maharashtra, India. Sales through such electronic transactions shall ensure that all conditions of Section 41 of the Insurance Act, 1938 prescribed for the proposal form and all necessary disclosures on terms and conditions and exclusions are made known to the Insured. A voice recording in case of tele-sales or other evidence for sales through the World Wide Web shall be maintained and such consent will be subsequently validated/confirmed by the Insured.

## 34. Automatic change in Coverage under the policy

The coverage for the Insured Person(s) shall automatically terminate in the case of any Insured Person's demise during the policy period/year:

Termination of cover takes place on account of death of the insured person and pro-rata refund of premium of deceased insured person is processed for the unexpired policy period, provided no claim has been made. However, the cover shall continue for the remaining Insured Persons till the end of Policy Period. The other insured persons may also apply to renew the policy. In case, the other insured person is minor, the policy shall be renewed only through any one of his/her natural guardian or guardian appointed by court. All relevant particulars in respect of such person (including his/her relationship with the insured person) must be submitted to the company along with the application.

## 35. Moratorium Period

After completion of sixty continuous months of coverage (including portability and migration) in health insurance policy, no policy and claim shall be contestable by the insurer on grounds of nondisclosure, misrepresentation, except on grounds of established fraud. This period of sixty continuous months is called as moratorium period. The moratorium would be applicable for the sums insured of the first policy. Wherever, the sum insured is enhanced, completion of sixty continuous months would be applicable from the date of enhancement of sums insured only on the enhanced limits.



## Annexure I

#### **Details of Insurance Ombudsman**

Office Details	Jurisdiction of Office Union Territory, District
Ahmedabad:	Gujarat, Dadra & Nagar Haveli, Daman and
Office of the Insurance Ombudsman, Jeevan	Diu.
Prakash Building, 6th floor, Tilak Marg, Relief	
Road, AHMEDABAD – 380 001. Tel.: 079 -	
25501201/02/05/06	
Email: bimalokpal.ahmedabad@cioins.co.in	
Bengaluru:	Karnataka.
Office of the Insurance Ombudsman, Jeevan	
Soudha Building, PID No. 57-27-N-19, Ground	
Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase,	
Bengaluru – 560 078.	
Tel.: 080 - 26652048 / 26652049	
Email: bimalokpal.bengaluru@cioins.co.in	
Bhopal:	Madhya Pradesh and Chattisgarh.
Office of the Insurance Ombudsman, Janak Vihar	
Complex, 2nd Floor, 6, Malviya Nagar, Opp.	
Airtel Office, Near New Market, Bhopal – 462	
003.	
Tel.: 0755 - 2769201 / 2769202	
Email: bimalokpal.bhopal@cioins.co.in	
Bhubneshwar:	Orissa.
Office of the Insurance Ombudsman, 62, Forest	
park,	
Bhubaneswar – 751 009. Tel.: 0674 - 2596461	
/2596455	
Email: bimalokpal.bhubaneswar@cioins.co.in	Durich Hornors (analysing Comparent
Chandigarh:	Punjab, Haryana (excluding Gurugram,
Office of the Insurance Ombudsman, S.C.O. No.	Faridabad, Sonepat and Bahadurgarh),
101, 102 & 103, 2nd Floor, Batra Building, Sector	Himachal Pradesh, Union Territories of Jammu
17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 /	& Kashmir, Ladakh & Chandigarh.
Chandigani - 100 017. 1ei 0172 - 27001907	
e	
2706468	
2706468 Email: bimalokpal.chandigarh@cioins.co.in	Tamil Nadu Puducherry Town and Karaikal
2706468 Email: bimalokpal.chandigarh@cioins.co.in Chennai:	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry)
2706468 Email: bimalokpal.chandigarh@cioins.co.in Chennai: Office of the Insurance Ombudsman, Fatima	Tamil Nadu, Puducherry Town and Karaikal (which are part of Puducherry).
2706468 Email: bimalokpal.chandigarh@cioins.co.in Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai,	
2706468 Email: bimalokpal.chandigarh@cioins.co.in Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet,	
2706468 Email: bimalokpal.chandigarh@cioins.co.in Chennai: Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai,	

<b>D</b> 114	
Delhi:	Delhi & following Districts of Haryana -
Office of the Insurance Ombudsman, 2/2 A,	Gurugram, Faridabad, Sonepat & Bahadurgarh.
Universal Insurance Building, Asaf Ali Road, New	
Delhi – 110 002.	
Tel.: 011 - 23232481/23213504	
Email: bimalokpal.delhi@cioins.co.in	
Guwahati:	Assam, Meghalaya, Manipur, Mizoram,
Office of the Insurance Ombudsman, Jeevan	Arunachal Pradesh, Nagaland and Tripura.
Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S.	
Road, Guwahati – 781001(ASSAM).	
Tel.: 0361 - 2632204 / 2602205	
Email: bimalokpal.guwahati@cioins.co.in	
Hyderabad:	Andhra Pradesh, Telangana, Yanam and part of
Office of the Insurance Ombudsman, 6-2-46, 1st	Union Territory of Puducherry.
floor, "Moin Court", Lane Opp. Saleem Function	
Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad	
- 500 004.	
Tel.: 040 - 23312122	
Email: bimalokpal.hyderabad@cioins.co.in	
Jaipur:	Rajasthan.
Office of the Insurance Ombudsman, Jeevan Nidhi	
– II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur	
- 302 005.	
Tel.: 0141 - 2740363	
Email: bimalokpal.jaipur@cioins.co.in	
Ernakulam:	Kerala, Lakshadweep, Mahe-a part of Union
Office of the Insurance Ombudsman, 2nd Floor,	Territory of Puducherry.
Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road,	
Ernakulam - 682 015.Tel.: 0484 - 2358759 /	
2359338	
Email: bimalokpal.ernakulam@cioins.co.in	
Kolkata:	West Bengal, Sikkim, Andaman & Nicobar
Office of the Insurance Ombudsman, Hindustan	Islands.
Bldg. Annexe, 4th Floor, 4, C.R. Avenue,	isianas.
KOLKATA - 700 072.	
Tel.: 033 - 22124339 / 22124340	
Email: bimalokpal.kolkata@cioins.co.in	
<b>1</b>	Districts of Litter Brodesh Lalitana Therei
Lucknow:	Districts of Uttar Pradesh: Lalitpur, Jhansi,
Office of the Insurance Ombudsman, 6th Floor,	Mahoba, Hamirpur, Banda, Chitrakoot,
Jeevan Bhawan, Phase-II, Nawal Kishore Road,	Allahabad, Mirzapur, Sonbhabdra, Fatehpur,
Hazratganj,	Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun,
Lucknow - 226 001. Tel.: 0522 - 2231330 /	Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur,
2231331	Bahraich, Barabanki, Raebareli, Sravasti,
Email: bimalokpal.lucknow@cioins.co.in	Gonda, Faizabad, Amethi, Kaushambi,
	Balrampur, Basti, Ambedkarnagar, Sultanpur,
	Maharajgang, Santkabirnagar, Azamgarh,
	Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur,
	Chandauli, Ballia, Sidharathnagar.
Mumbai:	Goa, Mumbai Metropolitan Region (excluding

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Office of the Insurance Ombudsman, 3rd Floor,	Navi Mumbai & Thane).
Jeevan Seva Annexe, S. V. Road, Santacruz (W),	ravi manou & manoj.
Mumbai $-$ 400 054. Tel.:	
69038821/23/24/25/26/27/28/28/29/30/31	
Email: bimalokpal.mumbai@cioins.co.in	
Noida:	State of Uttarakhand and the following Districts
Office of the Insurance Ombudsman, Bhagwan	of Uttar Pradesh: Agra, Aligarh, Bagpat,
Sahai Palace 4th Floor, Main Road, Naya Bans,	Bareilly, Bijnor, Budaun, Bulandshehar, Etah,
Sector 15.	Kannauj, Mainpuri, Mathura, Meerut,
Distt: Gautam Buddh Nagar, U.P-201301.	Moradabad, Muzaffarnagar, Oraiyya, Pilibhit,
Tel.: 0120-2514252 / 2514253	Etawah, Farrukhabad, Firozbad, Gautam Buddh
Email: bimalokpal.noida@cioins.co.in	nagar, Ghaziabad, Hardoi, Shahjahanpur,
Eman. ofmalokpar.noida@cioms.co.m	Hapur, Shamli, Rampur, Kashganj, Sambhal,
	Amroha, Hathras, Kanshiramnagar,
	Saharanpur.
Patna:	Bihar and Jharkhand.
Office of the Insurance Ombudsman, 2nd Floor,	
Lalit Bhawan, Bailey Road, Patna 800 001. Tel.: 0612-2547068	
Email: bimalokpal.patna@cioins.co.in	Mahamahtma Amaga of Navi Mumhai and Thana
Pune:	Maharashtra, Areas of Navi Mumbai and Thane
Office of the Insurance Ombudsman, Jeevan	(excluding Mumbai Metropolitan Region).
Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198,	
N.C. Kelkar Road, Narayan Peth, Pune – 411 030.	
Tel.: 020-41312555	
Email: <u>bimalokpal.pune@cioins.co.in</u>	

### Annexure II

## List I - List of non-medical expenses

Sr. No.	Items	Remarks
1	Baby Food	Not Payable
2	Baby Utilities Charges	Not Payable
3	Beauty Services	Not Payable
4	Belts/ Braces	Payable for cases who have undergone surgery of Thoracic or Lumbar Spine.
5	Buds	Not Payable
6	Cold Pack/Hot Pack	Not Payable
7	Carry Bags	Not Payable
8	Email / Internet Charges	Not Payable
9	Food Charges (other than Patient's Diet Provided by Hospital)	Not Payable
10	Leggings	Payable in case of Bariatric and Varicose Vein Surgery
11	Laundry Charges	Not Payable
12	Mineral Water	Not Payable

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13	Sanitary Pad	Not Payable
14	Telephone Charges	Not Payable
15	Guest Services	Not Payable
16	Crepe Bandage	Not Payable
10	Diaper Of Any Type	Not Payable
17	Eyelet Collar	Not Payable
10		
19	Slings Blood Grouping and Cross	Not Payable
20	Matching of Donors Samples	Not Payable
21	Service Charges Where Nursing Charge Also Charged	Post Hospitalization Nursing Charges Not Payable
22	Television Charges	Not Payable
23	Surcharges	Not Payable
24	Attendant Charges	Not Payable
25	Extra Diet Of Patient (Other Than That Which Forms Part Of Bed Charge)	Not Payable
26	Birth Certificate	Not Payable
27	Certificate Charges	Not Payable
28	Courier Charges	Not Payable
29	Conveyance Charges	Not Payable
30	Medical Certificate	Not Payable
31	Medical Records	Not Payable
32	Photocopies Charges	Not Payable
33	Mortuary Charges	Payable Up to 24 Hrs, Shifting Charges Not Payable
34	Walking Aids Charges	Not Payable
35	Oxygen Cylinder (For Usage Outside The Hospital)	Not Payable
36	Spacer	Not Payable
37	Spirometre	Not Payable
38	Nebulizer Kit	Not Payable
39	Steam Inhaler	Not Payable
40	Armsling	Not Payable
41	Thermometer	Not Payable
42	Cervical Collar	Not Payable
43	Splint	Not Payable
44	Diabetic Foot Wear	Not Payable
45	Knee Braces (Long/ Short/ Hinged)	Not Payable
46	Knee Immobilizer/Shoulder Immobilizer	Not Payable
47	Lumbo Sacral Belt	Payable for cases who have undergone Surgery of Lumbar Spine
48	Nimbus Bed Or Water Or Air Bed Charges	Not Payable
49	Ambulance Collar	Not Payable
		· · · · ·

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50	Ambulance Equipment	Not Payable
51	Abdominal Binder	Payable in case of post-surgery patients of Major Abdominal Surgery Including TAH, LSCS, Incisional Hernia Repair, Exploratory Laparotomy for Intestinal Obstruction, Liver Transplant Etc
52	Private Nurses Charges- Special Nursing Charges	Not Payable
53	Sugar Free Tablets	Not Payable
54	Creams Powders Lotions (Toiletries Are Not Payable, Only Prescribed Medical Pharmaceuticals Payable)	Not Payable
55	ECG Electrodes	Not Payable
56	Gloves	Sterilized Gloves Payable / Unsterilized Gloves not payable
57	Nebulisation Kit	Not Payable
58	Any Kit With No Details Mentioned [Delivery Kit, Orthokit, Recovery Kit, Etc]	Not Payable
59	Kidney Tray	Not Payable
60	Mask	Not Payable
61	Ounce Glass	Not Payable
62	Oxygen Mask	Not Payable
63	Pelvic Traction Belt	Payable in case of PIVD requiring traction
64	Pan Can	Not Payable
65	Trolly Cover	Not Payable
66	Urometer, Urine Jug	Not Payable
67	Ambulance	Payable - Ambulance from home to Hospital or inter- hospital shifts is Payable/ RTA - As Specific Requirement for critical injury is Payable
68	Vasofix Safety	Not Payable

#### List II – Items that are to be subsumed into Room Charges

Sr	Item
No	
1	Baby Charges (Unless Specified/Indicated)
2	Hand Wash
3	Shoe Cover
4	Caps
5	Cradle Charges
6	Comb
7	Eau-De-Cologne / Room Freshners
8	Foot Cover
9	Gown
10	Slippers
11	Tissue Paper
12	Tooth Paste

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13	Tooth Brush
14	Bed Pan
15	Face Mask
16	Flexi Mask
17	Hand Holder
18	Sputum Cup
19	Disinfectant Lotions
20	Luxury Tax
21	Hvac
22	House Keeping Charges
23	Air Conditioner Charges
24	Im Iv Injection Charges
25	Clean Sheet
26	Blanket/Warmer Blanket
27	Admission Kit
28	Diabetic Chart Charges
29	Documentation Charges / Administrative Expenses
30	Discharge Procedure Charges
31	Daily Chart Charges
32	Entrance Pass / Visitors Pass Charges
33	Expenses Related To Prescription On Discharge
34	File Opening Charges
35	Incidental Expenses / Misc. Charges (Not Explained)
36	Patient Identification Band / Name Tag
37	Pulseoxymeter Charges

#### List III – Items that are to be subsumed into Procedure Charges

Sr	Item
No.	
1	Hair Removal Cream
2	Disposables Razors Charges (For Site Preparations)
3	Eye Pad
4	Eye Sheild
5	Camera Cover
6	Dvd, Cd Charges
7	Gause Soft
8	Gauze
9	Ward And Theatre Booking Charges
10	Arthroscopy And Endoscopy Instruments
11	Microscope Cover
12	Surgical Blades, Harmonicscalpel, Shaver
13	Surgical Drill
14	Eye Kit
15	Eye Drape
16	X-Ray Film
17	Boyles Apparatus Charges

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18	Cotton
19	Cotton Bandage
20	Surgical Tape
21	Apron
22	Torniquet
23	Orthobundle, Gynaec Bundle

## List IV – Items that are to be subsumed into costs of treatment

Sr	Item
No.	
1	Admission/Registration Charges
2	Hospitalisation For Evaluation/ Diagnostic Purpose
3	Urine Container
4	Blood Reservation Charges And Ante Natal Booking Charges
5	Bipap Machine
6	Cpap/ Capd Equipments
7	Infusion Pump– Cost
8	Hydrogen Peroxide\Spirit\ Disinfectants Etc
9	Nutrition Planning Charges - Dietician Charges- Diet Charges
10	Hiv Kit
11	Antiseptic Mouthwash
12	Lozenges
13	Mouth Paint
14	Vaccination Charges
15	Alcohol Swabes
16	Scrub Solution/ Sterillium
17	Glucometer& Strips
18	Urine Bag