

**Bajaj Allianz General Insurance Company Limited**  
**Bajaj Allianz House, Airport Road, Yerwada, Pune-411006, Reg. no. 113**  
**CIN: U66010PN2000PLC015329**

## **Bharat Bhraman Insurance Policy for Scheduled Airline Operators** **Policy Wordings**

### **Preamble**

Whereas as the Insured has made to Bajaj Allianz General Insurance Company Ltd. (hereinafter called the "Company", "Insurer", "insurer"), a proposal which is hereby agreed to be the basis of this Group Policy and has paid/agreed to pay the premium specified in the respective Certificate of Insurance, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured Beneficiary in excess of the amount of the Deductible and subject always to the Sum Insured specified in the respective Certificate of Insurance, against such loss/expenses, as is herein provided and such loss/expenses is actually incurred by Insured Beneficiary while on Insured Journey/trip within the Cover Period.

### **OPERATIVE -**

The Insured Beneficiary will be covered under the plan opted subject to terms, conditions and exclusions of the Group Policy read with Certificate of Insurance.

Provided further that, any amount payable under the policy shall be subject to the terms of coverage exclusions, conditions and definitions of this Group Policy and the limit up to Sum Insured opted under Certificate of Insurance [COI]. Maximum liability of the Company under all such Claims during the Cover Period shall be the Sum Insured opted and specified in the Certificate of Insurance.

### **A. DEFINITIONS**

Words or terms mentioned below have the meaning ascribed to them wherever they appear in this Policy, and references to the singular or to the masculine, include references to the plural or to the feminine wherever the context permits:

**1. Accident, Accidental –**

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

**2. Acquired Immune Deficiency Syndrome**

a condition characterised by a combination of signs and symptoms, caused by Human Immunodeficiency Virus, which attacks and weakens the body's immune system making the HIV-positive person susceptible to life threatening conditions or other conditions, as may be specified from time to time;

**3. Adventure Sports**

Adventure sports (also called action sports, aggro sports, and Extreme sports) are a popular term for certain activities perceived as having a high level of inherent danger. These activities often involve speed, height, a high level of physical exertion, and highly specialized gear such as racing on wheels or horseback, big game hunting, mountaineering, winter sports, Skydiving, Parachuting, Scuba Diving, Riding or Driving in Races or Rallies, Mountain Climbing, hunting or equestrian activities, rock climbing, pot holing, bungee jumping, skiing, ice hockey, ballooning, hand gliding, diving or under-water activity, river rafting, canoeing involving rapid waters, polo, yachting or boating outside coastal waters.

**4. Age**

means age of the Insured Beneficiary on last birthday as on date of commencement of the Policy.

**5. Air Travel-** shall mean travel by an airline/aircraft for the purpose of flying therein as a passenger. Air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting there from.

**6. "Aircraft"** means any machine which can derive support in the atmosphere from reactions of the air, [other than reactions of the air against the earth's surface] but excluding balloons, whether fixed or free, airships, kites, gliders and flying machines.

7. **“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.
8. **Bajaj Allianz Network Hospitals / Network Hospitals/Network Provider** means the Hospitals which have been empanelled by Us as per the latest version of the schedule of Hospitals maintained by Us, which is available to You on request. For updated list please visit our Website.
9. **Burglary-** theft following the unforeseen and unauthorized entry to or exit from the Insured Premises by aggressive and detectable means with the intent to steal Contents/property there from.
10. **Cashless facility** means a facility extended by the insurer to the Insured Beneficiary where the payments, of the costs of treatment undergone by the Insured Beneficiary 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.
11. **Checked-In Baggage** means the baggage handed over by the Insured Beneficiary and accepted by an Airlines / Common Carrier in India with arrangement with Airlines for transportation in the same mode of conveyance as the Insured Beneficiary travels and for which the carrier has issued a baggage receipt.
12. **Certificate of Insurance** means the document issued by the Company to You as per these terms and conditions detailing the commencement date and expiry date of the cover, Insured Beneficiary(s) name, address, age, coverage, sums insured, Deductible, condition(s) , exclusions and or endorsement(s) as fully mentioned in the respective Certificate of Insurance.
13. **Common Carrier** means any public conveyance which is operating under a valid license from the relevant authority for the transportation of passengers for hire or reward.
14. **Co-Payment**  
A co-payment is a cost-sharing requirement under a health insurance policy that provides that the policyholder/Insured Beneficiary will bear a specified percentage of the admissible claim amount. A co-payment does not reduce the Sum Insured.
15. **Condition Precedent**  
Condition Precedent means a Certificate of Insurance term or condition upon which the Company’s liability under the Certificate of Insurance is conditional upon.
16. **Contents** means
  - a. household goods, such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature.
  - b. Personal effects such as clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewelry and valuables.
17. **“Cover Period”** means the period in between-
  - i. the date of Commencement of Insurance cover (Policy Start Date) mentioned in the Policy Schedule or date on which the Insured Beneficiary first boards the mode of transportation by which he finally start his/her Journey.
  - ii. Date of expiry of insurance cover as mentioned in the Policy Schedule or the actual date on which Insured Beneficiary returns to the Place of Residence, whichever is earlier.
18. **Damages** means monetary sums payable pursuant to judgements or awards but shall not include fines, penalties, punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured Beneficiary is not financially liable, or which is without legal recourse to the Insured Beneficiary, or any matter that may be deemed to be uninsurable under Indian Law.
19. **Day Care Centre**  
means any institution established for day care treatment of injuries or a medical setup within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified Medical Practitioner AND must comply with all minimum criteria as under

- a. has qualified nursing staff under its employment
- b. has qualified Medical Practitioner (s) in charge
- c. has a fully equipped operation theatre of its own where surgical procedures are carried out
- d. maintains daily records of patients and will make these accessible to the insurance company's authorized personnel.

**20. Day Care Treatment**

Day Care Treatment refers to medical treatment, and/or surgical procedure which is:

- i. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
  - ii. Which would have otherwise required a hospitalization of more than 24 hours.
- Treatment normally taken on an out-patient basis is not included in the scope of this definition

**21. Dental Treatment**

Dental treatment is means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.

**22. Dependent Child-** Dependent Child refers to a child (natural or legally adopted) and studying at an accredited educational institution, who is financially dependent on the primary Insured Beneficiary or proposer and does not have his / her independent sources of income

**23. Legal Representatives** means:

- i. legally Wedded spouse.
- ii. Parents.
- iii. Son or Daughter (i.e. natural or legally adopted)
- iv. In the absence of above Legal Representatives, then other close/distant relation as per the applicable personal law of Insured Beneficiary.

**24. Disclosure to information norm**

The Certificate of Insurance and or 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.

**25. Dislocation**

A dislocation is a separation of two bones where they meet at a joint. Joints are areas where two bones come together. A dislocated joint is a joint where the bones are no longer in their normal positions.

**26. Domestic Staff** means any person employed by the Insured Beneficiary solely to carry out domestic duties associated with the Insured Beneficiary's Home, but does not include any person employed in any capacity in connection with any Business, trade or profession.

**27. Emergency Care**

Emergency care means management for an injury which results in symptoms which occur suddenly and unexpectedly, and requires immediate care by a medical practitioner to prevent death or serious long term impairment of the Insured Beneficiary's health.

**28. Emergency Dental Treatment** means the services or supplies provided by a Licensed dentist, Hospital or other provider that are medically and immediately necessary to treat dental problems resulting from injury. However, this definition shall not include any treatment taken for a pre-existing condition.

**29. Emergency Medical Evacuation** means the medical condition of the Insured Beneficiary warrants Immediate transportation of the Insured Beneficiary from the place he/she sustains accidental injuries to the nearest hospital for appropriate treatment and/or after the treatment the medical condition of the Insured Beneficiary warrants transportation to the City of residence for the purpose of further medical treatment or recovery.

**30. Equipment Failure** means any sudden, unforeseen breakdown in the Common Carrier's equipment that caused a delay or interruption of normal trips.

31. **Group** - The definition of a group as per the provisions of group guidelines issued by IRDAI vide circular 015/IRDA/Life/Circular/GI Guidelines/2005 dated 14th July 2005 read with Insurance Regulatory and Development Authority of India (Health Insurance) Regulations, 2016 as amended/modified, from time to time.
32. "HIV" means Human Immunodeficiency Virus;
33. **Home** means the Insured Beneficiary's private residence not of Kutchra Construction as shown in the Certificate of Insurance which is used or occupied solely for domestic purposes by the Insured Beneficiary and his/her Family whether owned or rented.
34. **Hospital**  
A hospital means any institution established for in-patient care and day care treatment of injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
- has qualified nursing staff under its employment round the clock;
  - has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
  - has qualified Medical Practitioner(s) in charge round the clock;
  - has a fully equipped operation theatre of its own where surgical procedures are carried out;
  - Maintains daily records of patients and makes these accessible to the insurance Company's authorized personnel.
35. **Hospitalization**  
Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.
36. **Illness**  
Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Cover Period and requires medical treatment.
- 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.
  - Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests—it needs ongoing or long-term control or relief of symptoms— it requires Your rehabilitation or for You to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.
37. **Inclement Weather** means any severe Weather condition which delays the scheduled arrival or departure of a Common Carrier
38. **Injury/ Bodily Injury**  
Injury means Accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
39. **Inpatient Care**  
Inpatient care means treatment for which the Insured Beneficiary has to stay in a hospital for more than 24 hours for a covered event.
40. **Insurance Company / Claims Administrator**" means the person or organization named in the Master Certificate of Insurance.
41. **Insured Beneficiary(ies) /Beneficiary(ies)** means the person(s) named in the Certificate of Insurance.
42. **Insured** means the Scheduled Airline Operators named in the Group Policy Schedule..
43. **Insured Journey** means a one way journey and/or return journey during the Cover Period to a destination within India.

**44. Intensive Care Unit**

Intensive care unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition, or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.

**45. Kutcha Construction** means “Buildings” having walls and/ or roofs of wooden planks/thatched leaves and/or grass/hay of any kind/bamboo/plastic cloth/asphalt cloth/ canvas/ tarpaulin and the like are treated as “Kutcha” construction.

**46. Medical Advise**

Any consultation or advice from a Medical Practitioner including the issue of any prescription or repeat prescription

**47. Medical expenses**

Medical Expenses means those expenses that an Insured Beneficiary has necessarily and actually incurred for medical treatment during the **Cover Period** on account of Accident occurring during the **Cover Period**, on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Beneficiary had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.

**48. Medical Practitioner/ Physician/Doctor:**

A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of license.

**49. Medically Necessary**

Medically necessary treatment is defined as any treatment, tests, medication, or stay in hospital or part of a stay in hospital which

- a. is required for the medical management of the injury suffered by the Insured Beneficiary;
- b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- c. must have been prescribed by a medical practitioner,
- d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.

**50. Named Insured/ Insured Beneficiary:**

Insured Beneficiary means the persons, or his Family members, named in the Certificate of insurance.

**51. Nominee**

Nominee is the person selected by the policyholder to receive the benefit in case of death of the Insured Beneficiary thus giving a valid discharge to the insurer on settlement of claim under an insurance Policy.

**52. Non- Network**

Any hospital, day care centre or other provider that is not part of the network.

**53. Notification of Claim**

means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication.

**54. Permanent Total Disability**

Medical Practitioner certified total, continuous and permanent:

- a. loss of the sight of both eyes
- b. physical separation of or the loss of ability to use both hands or both feet
- c. physical separation of or the loss of ability to use one hand and one foot
- d. loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

55. **Personal effects** means clothes and other articles of personal nature likely to be worn, used or carried but excluding money, jewelry and valuables, airline and other transportation tickets.
56. **Cover Period/ Period of Insurance**  
The period between and including the start date and end date shown in the Policy Schedule issued to the Insured Beneficiary or arrival of Insured Beneficiary to place of origin of travel whichever is earlier.
57. **Portable Equipments Means:**
- a. Electronic and electrical equipment including, but not limited to, photographic equipment, Audio equipment, video and/or televisual equipment, computers and/or organizers;
  - b. Binoculars, spectacles, sunglasses, or the like;
58. **Post-hospitalization Medical Expenses**  
Medical Expenses incurred immediately after the Insured Beneficiary is discharged from the hospital provided that:
- i. Such Medical Expenses are incurred for the same condition for which the Insured Beneficiary's Hospitalization was required and
  - ii. The inpatient hospitalization claim for such Hospitalization is admissible by the Insurance Company.
59. **Pre-existing Condition**  
Pre-existing disease means any condition, ailment, injury or disease
- a) That is/are diagnosed by a physician within 48 months prior to the effective date of the Policy issued by the insurer or
  - b) For which medical advice or treatment was recommended by, or received from, a Physician within 48 months prior to the effective date of the Policy or its reinstatement.
  - c) A condition for which any symptoms and or signs if presented and have resulted within three months of the issuance of the Policy in a diagnostic illness or medical condition.
60. **Pre-hospitalization Medical Expenses**  
Medical Expenses incurred immediately before the Insured Beneficiary is hospitalized, provided that:
- i. Such Medical Expenses are incurred for the same condition for which the Insured Beneficiary's Hospitalization was required, and
  - ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.
61. **Property Damage** means actual physical damage to tangible material property belonging to a third party.
62. **Proposal and Declaration Form of Insured Beneficiary:**  
means any initial or subsequent declaration made by the Insured Beneficiary and is deemed to be attached and which forms a part of this Policy
63. **Policy or Master Policy or Group Policy** means these Policy wordings, the Certificate of Insurance and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the Insured Beneficiary, what is excluded from the cover and the terms & conditions on which the Policy is issued to The Insured Beneficiary.
64. **Proposer /Policy Holder/ Group Manager / Group Organizer/ Group Administrator** is the Organization or legal Entity which has taken the Master Policy on behalf of all Insured Beneficiaries.
65. **Qualified Nurse**  
Qualified nurse is a person who holds a valid registration from the Nursing Council of India or the Nursing Council of any state in India.
66. **Reasonable and Customary Charges**  
Reasonable and Customary charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the injury involved
67. **Reasonable Additional Expense** means any expense for purchase of another travel ticket for commencement of travel which was necessarily incurred as a result of an insured peril less the refund amount received on cancellation of the original ticket.

**68. Regular Public Transport Operator or RPT Operator or Scheduled Airline Operators -**

The term Regular Public Transport Operator or RPT Operator or Scheduled Airline Operators is used for an airline for public transport of passengers which flies scheduled air transport services.

**69. Robbery** : means (i) in order to the committing of the theft at the insured premises as mentioned in Certificate of Insurance, or in committing the theft at the insured premises as mentioned in Certificate of Insurance, or in carrying away or attempting to carry away property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured Beneficiary and/or Insured Beneficiary's family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the insured premises, is in the presence of the Insured Beneficiary and/or Insured Beneficiary's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured Beneficiary and/or Insured Beneficiary's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured Beneficiary and/or Insured Beneficiary's family members, and, by so putting in fear, induces the Insured Beneficiary and/or Insured Beneficiary's family members so put in fear then and there to deliver up the thing extorted at the insured premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured Beneficiary and/or Insured Beneficiary's family members in fear of instant death, of instant hurt, or of instant wrongful restraint. In this regard property means property insured by the Company as per the Certificate of Insurance.

**70. Room Rent**

Room Rent shall mean the amount charged by a hospital for the occupancy of a bed on a per day (24 hours) basis and shall include associated medical expenses.

**71. "Schedule/ Policy Schedule/Group Policy Schedule"** means the Policy Schedule, and any annexure to it issued to the Group Manager/Policy Holder, read with respective Certificate of Insurance which are forming part of the Policy.

**72. Scheduled Airline** means any civilian Aircraft operated by Airlines **which have been permitted by the Government of India to operate any Scheduled air transport service within India**, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such Airlines.

**73. Strike** a cessation of work by a body of persons employed in any industry acting in combination, or a concerted refusal, or a refusal, under a common understanding, of any number of persons who are or have been so employed to continue to work or to accept employment which interferes with the normal departure and arrival of a Common Carrier, Aircraft/s of a Scheduled Airlines and includes the concerted casual leave on a given day by fifty per cent. or more workers employed in an industry;

**74. Sub-limit** means a cost sharing requirement under a travel insurance policy in which an insurer would not be liable to pay any amount in excess of the pre-defined limit

**75. Sum Insured**

means the pre-defined limit specified in the Certificate of Insurance. Sum Insured represents the maximum liability for any and all claims made under the Policy, in respect of that Insured Beneficiary (on Individual basis) during the Cover Period.

**76. Terrorism:** means and includes, an act or thing by any person or group(s) of persons, whether acting alone or on behalf of or in connection with or in connivance with or at the instance or instigation of any person or group(s) or organisation(s) or associations(s), who are committed or proclaimed to be committed for political, religious or ideological purposes, whether such person or group(s) of persons or organisation(s) or association(s) are or are not banned any law, in such a manner or with intent to threaten the unity, integrity, security or sovereignty of India or to strike terror in the people or any section of the people by using bombs, dynamite or other explosive substances or inflammable substances or firearms or other lethal Weapons or poisons or noxious gases or other chemicals or by any other substances (whether biological or otherwise) of a hazardous nature or by any other means whatsoever, with intend to cause, or likely to cause, death or, or injuries to any person or persons or loss of, or damage to, or destruction of, property or disruption of any supplies or services essential to the life of the community or causes damage or destruction of any property or equipment used or intended to be used for the defence of India or in connection with any other purposes of the Government of India, any State Government or an of their agencies, or

detains any person and threatens to kill or injure such person in order to compel the Government or any other person to do or abstain from doing any act. Provided further that for the above acts appropriate criminal prosecution has been initiated by police and charge sheet has been filed in competent court of criminal jurisdiction, either under special law or under general law.

77. **Theft** means whoever intending to take dishonestly any moveable property out of the possession of the Insured Beneficiary without his/her consent, moves that property in order to such taking is said to commit theft.

78. **Unproven/ Experimental treatment**- Unproven/ Experimental treatment is treatment, including drug experimental therapy, which is based on established medical practice in India, is treatment experimental or unproven.

79. **Valuables** means:

- a. watches or jewelery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
- b. Gold or silver or any precious metals or articles made from any precious metals; deeds, ATM Cards, debit cards, credit cards, charge cards, bonds, bills of exchange, bank treasury or promissory notes, cheques, money, cash, securities or any other negotiable instrument.

80. **You, Your, Yourself/ Your Family** named in the Certificate of Insurance means the person or persons that We insure as set out in the Certificate of Insurance.

81. **We, Us, Our, Ours** means the Bajaj Allianz General Insurance Company Limited.

## **B. OPERATIVE PARTS**

### **What We will pay for**

#### **SECTION I: PERSONAL ACCIDENT COVER**

##### **A) DEATH**

If during the Cover Period, the Insured Beneficiary sustains Accidental Bodily Injury which directly and independently of all other causes results in Death of the Insured Beneficiary within twelve (12) months from the Date of Accident, then the Company agrees to pay the Sum Insured stated in the Section I of the Certificate of Insurance, to the Insured Beneficiary's Nominee or legal representative,.

##### **B) PERMANENT TOTAL DISABILITY**

If during the Cover Period, the Insured Beneficiary sustains Accidental Bodily Injury which directly and independently of all other causes results in permanent total disability within twelve (12) months from the Date of Accident, then the Company agrees to pay the Sum Insured stated in the Section I of the Certificate of Insurance, to the Insured Beneficiary's Nominee or legal representative.

For the purpose of this cover, Permanent Total Disability shall mean either of the following:

- i. loss of the sight of both eyes
- ii. physical separation of or the loss of ability to use both hands or both feet
- iii. physical separation of or the loss of ability to use one hand and one foot
- iv. loss of sight of one eye and the physical separation of or the loss of ability to use either one hand or one foot

##### **Additional Benefits:**

If claim under Section I A): Death or Section I B): Permanent Total Disability of the Insured Beneficiary is accepted, then the company will pay the following additional benefit which will be over and above the Sum Insured specified under the respective sections:

##### **i) CHILHD EDUCATION BONUS**

If the company has accepted a claim under Section I A): Death or Section I B): Permanent Total Disability then the company will make an additional onetime payment of 2% of Sum Insured specified under Section I, per dependent child towards the



Cost of Education of up to two of Your dependent children who Were under the age of 21 and who Were studying at the date You met with the Accidental Bodily Injury.

**Specific Conditions:**

- a. The dependent child/children must be studying at an accredited educational institution on the date the Insured met with an Accidental Bodily Injury.
- b. The age of dependent child or children should not exceed 21 years.

Our liability to make payment to You for one or more of the events described under Section I : Personal Accident Cover ( A): **Death** due to accidental bodily injury, or B): **Permanent Total Disability** due to accidental bodily injury), would be limited to the Sum Insured as specified under Section I.

**SECTION II: ACCIDENTAL HOSPITALIZATION EXPENSES**

If Insured Beneficiary is Hospitalized for a minimum period of 24 hours on the advice of a Doctor/ Medical Practitioner because of Accidental Bodily Injury sustained during the Cover Period, then the Company will pay the In-patient Treatment- Medical Expenses for the below listed items up to the Sum Insured stated under the heading 'Accidental Hospitalization Expenses', in the Certificate of Insurance, subject otherwise to all other terms, conditions and exclusions of the Certificate of Insurance and this Policy.

- Room rent, boarding expenses
- Nursing
- Intensive care unit
- Consultation fees
- Anesthesia, blood, oxygen, operation theatre charges, surgical appliances
- Medicines, drugs and consumables,
- Diagnostic procedures,
- The Cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure.
- Physiotherapy expenses as recommended by the treating Doctor

**Day Care procedure coverage:**

Waiver of 24hours hospitalization would be considered under Accidental Hospitalization Expenses for the surgeries/procedures due to technological advancement provided such procedures comply with the standard definition of Day Care Centre and Day Care treatment mentioned in the Policy definitions.

If the claim under Accidental Hospitalization Expenses (including day care procedure) due to Accident of the Insured Beneficiary is accepted, then the Company will also pay below expenses:

**i) Pre Hospitalization**

The Company will also reimburse the Medical Expenses incurred during the 5 days immediately before the Insured Beneficiary was hospitalized for Accidental Bodily Injury, provided that such Medical Expenses were incurred for the same injury for which subsequent Hospitalization was required.

**ii) Post-Hospitalization**

The Company will also reimburse the Medical Expenses incurred during the 30 days immediately after the Insured Beneficiary was discharged post Hospitalization provided that, such costs are incurred in respect of the same injury for which the earlier Hospitalization was required.

**ADDITIONAL BENEFIT:**

**24 HOURS ASSISTANCE**

If We have accepted a claim under Accidental Hospitalization Expenses then We will provide assistance to You for arranging the following services, the cost of which shall be borne directly by You:

- Medical Referrals
- Medical Evacuation
- Medical Advises
- Arrangement for Ambulance

### **SECTION III: HOSPITAL DAILY ALLOWANCE**

If Insured Beneficiary sustained Accidental Bodily Injury during Cover Period which directly and independently of all other causes results in Hospitalization then the Company will pay daily allowance amount would be as specified under the Certificate of Insurance for a maximum period of 5 days per Cover Period, subject otherwise to all other terms, conditions and Exclusions of the Certificate of Insurance and this Policy

#### **Specific condition:**

- a. Claim for Hospital Daily Allowance shall be considered only if claim under Accidental Hospitalization Expenses is admissible

#### **Specific Exclusion Applicable to Hospital Daily Allowance:**

1. Any stay in Hospital for an Injury due to Accident wherein Inpatient care is not warranted and does not require supervision of qualified nursing staff and qualified Medical Practitioner round the clock.
2. Any Hospitalization for treatment of pre-existing disability, illness, condition or injury.
3. Any Hospitalization due to an Accidental Injury where the treatment is undertaken by a family member and self-medication or any treatment that is not scientifically recognized.
4. Vaccination and inoculation of any kind unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
5. Vitamins and tonics unless forming part of treatment for Injury due to an Accident as prescribed by the Medical Practitioner.
6. Aesthetic treatment, cosmetic surgery and plastic surgery unless necessitated due to Accident or as a part of any Injury.
7. Treatment taken from persons not registered as Medical Practitioners under applicable laws which areas defined under the definitions given in these Policy wordings and Terms and Conditions. .
8. Any other medical or surgical treatment except as may be necessary solely as a result of Injury.
9. Any treatment taken outside India.
10. Treatment taken for Accidental Bodily Injury sustained whilst engaged in adventure sports..
11. Experimental, unproven or non-standard treatment.

### **SECTION IV: EMERGENCY MEDICAL EVACUATION**

We shall cover following:

- a. If due to an Accidental Bodily Injury sustained by the Insured Beneficiary during the Cover Period, the Insured Beneficiary has been transferred to the nearest hospital from the spot of Accident by an ambulance service offered by a healthcare or ambulance service provider for Emergency Care, the Company will reimburse the actual expenses incurred for air or road ambulance services.
- b. The Company will also reimburse the expenses incurred on an ambulance offered by a healthcare or ambulance service provider for transferring the Insured Beneficiary from the Hospital where he/ she was admitted initially to another hospital with higher medical facilities in the same city/town/village and/or to a hospital in the Insured Beneficiary's hometown or place of residence provided the treating doctor certifies that the severity or the nature of Insured Beneficiary's Injury warrants his/her transfer to another hospital and provided such transfer has been prior approved by the Company.
- c. Provided that the maximum amount payable by the Company in respect of (a) and (b) together or singly shall not exceed the Sum Insured stated in the Certificate of Insurance against this cover, subject otherwise to all other terms, conditions and Exclusions of the Certificate of Insurance and this Policy

#### **Specific Conditions:**

- a. Expenses for Road and air ambulance transportation are restricted within India Only.
- b. Return transportation to the Insured Beneficiary's home by ambulance After the discharge from hospital is excluded
- c. All Transportation arrangements made for evacuating Insured Beneficiary must be by the most direct and economical route possible.
- d. Claim under Emergency Medical Evacuation shall be considered only if claim under Accidental Hospitalization Expenses is admissible

### **SECTION V: REPATRIATION OF REMAINS**

In event of the Insured Beneficiary's Death as a result of accidental injury occurring during the Cover Period, We will indemnify Insured Beneficiary's Legal Heirs reasonable expense incurred for repatriation of the remains of the Insured Beneficiary's body to the place of residence in India stated in the policy document or the expenses incurred for the burial or

cremation of the Insured Beneficiary in the place where the death has occurred subject to a maximum of the Sum Insured as stated in the Certificate of Insurance and Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

### **Specific Conditions**

- a. All Repatriation of Remains arrangements must be approved in advance by Us.
- b. Reasonable expenses include, but are not limited to, expenses for: (a) embalming; (b) cremation; (c) coffins; and (d) transportation.

### **Specific Exclusion Applicable To Repatriation of Remains**

1. Death on account of all injuries that are existing at the time of commencement of Cover Period under Certificate of Insurance or any medical condition or complication arising directly or indirectly from it or disablement that existed before the commencement of the Cover Period under Certificate of Insurance (even if unknown to the Insured Beneficiary) or for which care, treatment or advice was sought, recommended by or received from a Doctor.
2. Death on account of treatment of any Sickness or disease or surgery of any kind except surgery as a result of accidental bodily injury.
3. Death on account of Intentional self-injury (including but not limited to the use or misuse of any intoxicating drugs or alcohol)
4. Death on account of any claim directly or indirectly caused by or contributed to by nuclear Weapons and/or materials.
5. Experimental, unproven or non-standard treatment.
6. Treatment for any other system other than modern medicine (also known as Allopathy)
7. Accidental Bodily Injury that the Insured Beneficiary meets with:
  - a. Through deliberate or intentional, unlawful or criminal act, error, or omission.
  - b. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs.
  - c. As a result of any curative treatments or interventions that You carry out or have carried out on Your body.
  - d. Arising out of Your participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic.
8. Insured Beneficiary's consequential losses of any kind or Your actual or alleged legal liability.

### **SECTION VI: TRIP CANCELLATION**

We will indemnify Insured Beneficiary, subject to Sum Insured shown in the Certificate of Insurance read with Schedule and subject to all other terms and conditions, limitations and exceptions for the difference between the cost of original ticket and the refund amount received, following the necessary and unavoidable cancellation of the Journey during Cover Period because of:

- i. Death of Insured Beneficiary or his/her family member 7 days prior to the trip start date
- ii. Serious injury or sudden sickness resulting in hospitalization of Insured Beneficiary or his/her family member 2 days prior to the trip start date.
- iii. Inclement Weather conditions like Storm, flood, Hurricanes, or Natural Disaster on the trip start date at the place of origin of travel or the place of destination.

For the purpose of this Section Family means Spouse, Children, Parents, Parents in Law, Grand Parents, Brothers, Sisters residing with the Insured Beneficiary at the address stated in the Certificate of Insurance.

### **Specific Exclusion Applicable To Trip Cancellation**

However, the company will not pay for any loss of ticket charges in respect of:

1. A deductible of Rs.500 for each and every claim.
2. Any trip which is cancelled as a result of the Insured Beneficiary or any other person with whom he/she have arranged to travel with failing to check-in in time as required by the airline or report in time at the place of departure of the common carrier due to which the Insured Beneficiary is unable to undertake the journey.
3. Any trip cancellation caused by strike or industrial action known to exist or was anticipated at the time the trip was booked

### **SECTION VII: DELAY OF CHECKED BAGGAGE**

We will indemnify Insured Beneficiary up to the Sum Insured specified in the Certificate of Insurance in respect of his/her emergency purchase of toiletries, medication and clothing to replace those contained in the Checked Baggage, the arrival

of which is delayed by more than 6 hours beyond the time of Your arrival at the intended destination within India during the Cover Period.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance read with this.

#### **Specific Conditions**

- a. In the event of a claim, You have to submit the Invoice for the Items Purchased.
- b. All claims must be verified by the Airline who must certify the delay or misdirection.
- c. It is a condition precedent to the Company's Liability hereunder that upon discovering the delay in arrival of the Checked Baggage You shall obtain written non-delivery confirmation from the Airline along with the period of delay, which must be submitted to the Insurance Company / Claims Administrator in the event of a Claim.
- d. In case of more than one claim during the journey, the Company's liability in all claim put together will be restricted to the Sum Insured specified in the Certificate of Insurance. The time deductible of 6 hrs will apply separately for every claim.

#### **Specific Exclusion Applicable to Delay of Checked Baggage**

- 1) The Hand baggage/ cabin baggage stored in the cabin hold is specifically excluded from the Policy coverage.
- 2) Damages to baggage or missing of contents from the baggage is not covered under the Policy.
- 3) The Company shall be under no liability to make payment hereunder in respect of any Claim for valuables, Equipments, instruments in the baggage are excluded from the scope of the Policy.

#### **SECTION VIII: LOSS OF CHECKED BAGGAGE**

We will indemnify Insured Beneficiary upto the Sum Insured specified in the Certificate of Insurance in respect of the complete and permanent loss or destruction of Your Checked Baggage during the Cover Period , save that the company may, in its sole and absolute discretion, opt to reinstate or replace the Checked Baggage as an alternative to making payment to the Insured Beneficiary hereunder. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance read with Policy.

#### **Specific Conditions**

- a. It is a condition precedent to the Company's Liability hereunder that upon discovering the loss of Checked Baggage the Insured Beneficiary shall obtain a relevant property irregularity report from the Airline and submit the same to the Claims Administrator in the event of a Claim.
- b. Maximum Liability per baggage is 50 % of Sum Insured specified against this Section in the Certificate of Insurance.
- c. Any one item lost in respect of which the Claim exceeds 50% of the Sum Insured per Baggage must be supported by documentation evidencing the Insured Beneficiary's ownership of the same, and such documentation to be submitted to the Claims Administrator in the event of a Claim. In absence of documentation evidencing the Insured Beneficiary's ownership our liability will be restricted to 10% of Sum Insured against this Section specified in the Certificate of Insurance or actual cost of the item(s) whichever is lower.
- d. The Company's liability to make payment shall not arise until liability is admitted and compensation is given by the Airline.
- e. The Company's payment to the Insured Beneficiary will be reduced by any sum for which the Airline is liable to make payment.

#### **Specific Exclusion Applicable to Loss Of Checked Baggage**

1. The Hand baggage / cabin baggage stored in the cabin hold is specifically excluded from the policy coverage.
2. Damages to baggage or missing of contents from the baggage is not covered under the Policy.
3. The Company shall be under no liability to make payment hereunder in respect of any Claim for valuables, Equipments, instruments in the baggage.

#### **SECTION IX: TRIP CURTAILMENT**

We will indemnify You the reasonable additional expenses incurred following necessary curtailment (Shortening and / or alteration) of the journey during the Cover Period resulting in Your having to directly return to the hometown, where he/she started his/her Journey, subject to the maximum Sum Insured shown in the Certificate of Insurance, due to:

1. The aircraft which the Insured Beneficiary boarded as a passenger is hijacked.
2. Death of the Insured Beneficiary's spouse, parents, parent in laws or child residing with You and who is not travelling with the Insured Beneficiary during Cover Period

3. Serious injury or sudden sickness of Insured Beneficiary's spouse, parents, parent in laws or child residing with the Insured Beneficiary and who is not travelling with the Insured Beneficiary on the insured journey, leading to Emergency Hospitalization in any Critical Care Units of Hospital within Cover Period.
4. Due to natural disaster which has prevented the Insured Beneficiary from continuing with the scheduled trip not known to exist or in public prior booking of trip within Cover Period
5. Due to unexpected strike, riot or Civil commotion at place of visit other than the Insured Beneficiary's hometown which leads to the curtailment of the trip within Cover Period
6. Sickness or accidental Injury of the Insured Beneficiary or Insured Beneficiary's Traveling Companion warranting minimum 48 hours of hospitalization at any place other than Insured Beneficiary's hometown resulting in the curtailment of the trip under medical advice of the attending Physician within Cover Period
7. Death of the Insured Beneficiary or Insured Beneficiary's Traveling Companion at any place other than Insured Beneficiary's hometown resulting in the curtailment of the trip within Cover Period

For the purpose of this Cover Travelling Companion shall be a Family Member and shall include Spouse, Children, Parents, Parents in Law, Grand Parents, and siblings.

**Specific Conditions:**

- a. This coverage is effective if the incident occurs within the Operative Time mentioned in the Certificate of Insurance and only if the Insured Beneficiary was unaware of any circumstances that could lead to disruption of his/her trip at the time of purchasing this policy.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

**SECTION X: TRIP DELAY BY SCHEDULED AIRCRAFT**

We will reimburse the reasonable charges incurred for meals and lodging which are not provided by the Airline free of charge, if the aircraft on which You have booked to travel with in India is the delayed beyond 6 hours than the original scheduled departure time during the Cover Period due to the following perils:

1. Delay of a Scheduled Aircraft caused by Inclement Weather; or
2. Delay due to a Strike or other job action by employees of Aircraft scheduled to be used by the Insured Beneficiary during his/her Insured Journey; or
3. Delay caused by Equipment Failure of a Scheduled Aircraft.
4. Delay caused if the Scheduled Aircraft is taken out of service due to technical reasons on the instructions of the civil aviation authority.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

**Specific Exclusion Applicable to Trip Delay By Scheduled Aircraft**

However, the company will not pay for

1. Any delay due to an Insured peril which was made public or known to the Insured Beneficiary prior to the purchase of this Policy.
2. For any delayed departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked.

**SECTION XI: EMERGENCY HOTEL EXTENSION**

We will indemnify for claims made in respect of the cost of emergency hotel extension of the Insured Beneficiary and his/her family members during the Cover Period under the following circumstances:

- A) The Insured Beneficiary and his family members are unable to travel on the Scheduled Date of Departure from the destination place to the place of origin as the Insured Beneficiary or his family member has sustained an accidental injury during the Cover Period which requires hospitalization due to which the date of departure from the destination place to the place of origin has been postponed to another date.
- B) The expenses payable under this clause will be the reasonable expenses incurred towards the cost of Hotel accommodation of the Insured Beneficiary and his family members only from the date of original departure to the revised date of departure or the expiry of three days from the date of original departure of the Insured Beneficiary whichever is earlier.

For the purpose of this Section, family member shall mean parents, spouse and children.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

**Specific Conditions**

- a. The Company's Liability in respect of this cover shall be limited to the actual expenses of Hotel accommodation or the Sum Insured mentioned in the Certificate of Insurance whichever is less.

**SECTION XII: MISSED CONNECTION**

We will indemnify the Insured Beneficiary for Reasonable Additional Expenses for Missed Connection during the Cover Period, subject to the maximum Sum Insured shown in the Certificate of Insurance, if

- A) The aircraft on which You have booked to travel within India is delayed beyond 6 hours than the original scheduled arrival time at the destination of the connecting flight/train resulting in You missing the connecting flight/train.

Provided the missed connection should have occurred due to the following reasons:

1. Delay of a Scheduled Aircraft caused by Inclement Weather; or
2. Delay due to a Strike or other job action by employees of Airlines scheduled to be used by the Insured Beneficiary during his/her Trip; or
3. Delay caused by Equipment Failure of a Scheduled Aircraft.
4. Delay caused if the Scheduled Aircraft is taken out of service due to technical reasons on the instructions of the civil aviation authority or similar authority.
5. Delay of scheduled aircraft caused by an act of terrorism

**Specific Exclusion Applicable to Missed Connection**

However, the company will not pay for

1. Any missed connection due to above reasons which was made public or known to the Insured Beneficiary prior to the purchase of this Policy.
2. For any missed connection as a result of the Insured Beneficiary or any other person who have arranged to travel with failing to check-in in time as required by the airlines or report in time at the place of departure of the common carrier
3. For any missed connection caused by strike or industrial action known to exist or was anticipated at the time the trip was booked

**SECTION XIII: PERSONAL LIABILITY**

We will indemnify the Insured Beneficiary up to the Sum Insured specified in the Certificate of Insurance against any legal liability incurred by the Insured Beneficiary in his/her private capacity to pay Damages for third party civil claims arising out of Accidental Bodily Injury or Accidental Property Damage occurring during the journey undertaken during Cover Period. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

**Specific Conditions**

- a. The Insured Beneficiary shall:
  - i. Give immediate written notice to the Company to the address specified in the Certificate of Insurance, and
  - ii. Not incur any defense costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the Company, which shall be entitled (but in no case obligated) at any time to take over and conduct in the name of the Insured Beneficiary the defense and/or settlement of any action or claim and shall be entitled at all times to receive the Insured Beneficiary's cooperation and assistance and to appoint lawyers on the Insured Beneficiary's behalf. Any and all costs and expenses incurred by the Company or the lawyers appointed by the Company shall be a first charge on the Sum Insured hereunder.
- b. The Company shall not settle any claim without the express consent of the Insured Beneficiary, but if the Insured Beneficiary refuses an available settlement recommended by the Company then the Company's liability shall thereafter be restricted to the amount by which the claim could have been settled.

**Specific Exclusion Applicable to Personal Liability**

The Company shall not be under any liability to make payment for Claims arising out of:

1. The Insured Beneficiary's liability to any employee (whether under a contract of or for services);
2. Bodily Injury to and/or Property Damage to property belonging to the Insured Beneficiary's Family, any co-worker of the Insured Beneficiary, and any travelling companion of the Insured Beneficiary;

3. Any liability for Bodily Injury and/or Property Damage arising directly or indirectly from or due to:
- i. Livestock belonging to the Insured Beneficiary or in the Insured Beneficiary's care, custody or control;
  - ii. Any willful, malicious, criminal or unlawful act, error, or omission;
  - iii. The pursuit of any trade, business of profession, employment or occupation;
  - iv. The ownership, possession or use of vehicles, aircraft, or watercraft;
  - v. Whist engaged in adventure sports.
  - vi. The use of firearms or any other dangerous or hazardous activity;
  - vii. The use or misuse of any alcohol, hallucinogenic substance, drugs (except those used as medically prescribed), or drug addiction;
  - viii. The supply of goods or services;
  - ix. Any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).
  - x. Any professional liability arising out of the Insured Beneficiary's profession/activities.
  - xi. We shall not be liable for any payment under this cover until the Indian court provides judgment or awards with regards to third party civil claims arising out of Accidental Bodily Injury or Accidental Property Damage.

#### **SECTION XIV: BOUNCED HOTEL**

We will reimburse the cost of Additional expenses incurred on account of denial of hotel services by the suppliers with whom the Insured Beneficiary had booked the hotel services on confirmed basis during the Cover Period. The additional expenses shall include:

- 1) Transportation to the alternative hotel,
- 2) Cost of up gradation to a superior class of hotel if required,

Provided the company's liability shall not exceed the Sum Insured stated in the Certificate of Insurance in respect of the Section.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

#### **SECTION XV: COMPASSIONATE VISIT BY A FAMILY MEMBER**

We will indemnify the actual cost of economy class transportation by the most direct route via a common carrier of a family member to the city/town/village where the Insured Beneficiary has been hospitalized following an accident during the during the Cover Period subject to the maximum of the Sum Insured stated in the Certificate of Insurance against this cover.

For this purpose, family member shall mean spouse, parent, Children above age of 18 years, sibling and in laws of the Insured Beneficiary.

The claim would be triggered under this section provided We have paid the claim for Accidental hospitalization Expenses for the Insured Beneficiary.

Subject otherwise to all other terms, conditions and Exclusions of the Certificate of Insurance and this Policy.

#### **SECTION XVI: LOSS OF BAGGAGE**

We will indemnify for the loss of baggage of the Insured Beneficiary due to theft, larceny, robbery or hold up during the journey during Cover Period.

#### **Specific Condition:**

- a. It also hereby agreed and declared that the Insured Beneficiary shall bear a co-payment of 10% of the admissible claim amount in respect of each and every claim.

#### **Specific Exclusions applicable to Loss of Baggage**

1. Any event occurring from the Insured Beneficiary's negligence, or acting in a non-prudent manner, or leaving personal belongings unattended in a public place.
2. Jewelry and Valuables
3. Loss or theft which has not been reported to the Police within 24 hours of discovery of loss.
4. Loss or damage caused by delay, Wear and tear, moth, vermin, atmospheric or climatic conditions, deterioration or electrical or mechanical derangement of any kind. Loss or damage caused by spilled fluid from cosmetic or beverage containers whilst in the baggage.
5. Hired or borrowed property or equipment.
6. Property of the Insured Beneficiary which has been entrusted to a third party.
7. Claims relating to loss, damage or theft/burglary from an unattended vehicle.

8. Claims arising from confiscation or detention by customs or other lawful officials and authorities.
9. Claims in respect of documents of any kind.
10. Loss or damage to or theft of spectacles, sunglasses, contact lenses, suitcases and umbrellas.
11. Items which have not been noted on the police report, or Property Irregularity Report
12. Liability in respect of a pair or set of articles where We shall be liable only for the value of that part of the pair or set which is lost or damaged.
13. Breakage, Cracking or Scratching of Cameras, Binoculars, Lenses, Musical Instruments and similar articles of brittle or fragile nature unless caused by the Insured Peril.
14. Loss or damage to Personal belongings left in a vehicle overnight.
15. Loss or damage to laptops and mobile phones.
16. Loss or damage to software or data or any other material including pictures stored in the Laptops, Mobile Phones, Cameras, I-pads, I-pods etc.
17. Any consequential loss or damage, loss of use, delay or loss of markets, loss of income, depreciation, reduction in functionality, or increased cost of working;
18. Loss arising out of mysterious disappearance of the personal belongings
19. Loss occasioned through the willful act of the Insured or any willful act of any other person with a connivance of the Insured Beneficiary.

Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

### **SECTION XVII: HOME BURGLARY INSURANCE**

We will indemnify the Insured Beneficiary for claims made in respect of loss of or damage to contents of Your home in India located at the address mentioned in the Certificate of Insurance caused by actual or attempted Burglary and/or Robbery after the commencement of the Journey during the Cover Period.

The cover incept from the date You leave for the Journey and ends on the expiry date of the policy or date of return whichever is earlier as mentioned in the Certificate of Insurance.

Our liability will be limited to the Sum Insured specified in the Certificate of Insurance.

#### **Specific condition**

- a. Insured Beneficiary should intimate the company within 48 hours of the Burglary and/or Robbery incident.

#### **Specific Exclusion Applicable to Home Burglary Insurance**

The Company shall not be liable for any loss or damage:

1. If Insured Beneficiary's Home is occupied by the Insured Beneficiary's and/or his Family's power of attorney /care taker/ employee and/or his Domestic Staff during the Cover Period.
2. If the Insured Beneficiary's home mentioned in the Certificate of Insurance is rented to others or used by other.
3. If the Insured Beneficiary, his Family and/or his Domestic Staff is directly and / or indirectly in any way involved in or concerned with the actual or attempted Burglary.
4. If any loss or damage is caused to 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, unset precious stones, jewellery, valuables, ATM or credit cards

For the purpose of this Section Family shall mean the Insured Beneficiary, Spouse, Children, Parents, Parents in Law, Grand Parents, Brothers and Sisters and other near relatives residing with the Insured Beneficiary at the premises stated in the Certificate of Insurance. Subject otherwise to all the other terms, conditions, limitations and exceptions of the Certificate of Insurance and this Policy.

### **C. GENERAL EXCLUSIONS**

We will not be liable to make any payment under this Policy under any circumstances, for any claim directly or indirectly attributable to, or based on, or arising out of, or connected with any of the following:

1. Any Pre-existing Condition(s) and complications arising out of or resulting therefrom;
2. Through suicide, attempted suicide (whether sane and insane) or intentionally self-inflicted injury or illness,
3. Mental or nervous disorder, anxiety, stress or depression,



4. Whilst engaging in Adventure Sports,
5. While under the influence of liquor or drugs, alcohol or other intoxicants,
6. Through deliberate or intentional, unlawful or criminal act, error, or omission, participation in an actual or attempted felony, riot, crime, misdemeanour, civil commotion,
7. Whilst engaging in aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the India,
8. Whilst participating as the driver, co-driver or passenger of a motor vehicle during motor racing or trial runs,
9. As a result of any curative treatments or interventions that You carry out or have carried out on Your body,
10. Arising out of Your participation in any police, naval, military or air force operations whether peace or in war in the form of military exercises or war games or actual engagement with the enemy, Whether foreign or domestic,
11. Your consequential losses of any kind or Your actual or alleged legal liability.
12. Venereal or sexually transmitted diseases,
13. HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivatives or variations thereof However caused,
14. Pregnancy, resulting childbirth, miscarriage, abortion, or complications arising out of any of these,
15. War (whether declared or not), civil war, invasion, act of foreign enemies, rebellion, revolution, insurrection, mutiny, military or usurped power, seizure, capture, arrest, restraint or detention, confiscation or nationalization or requisition of or damage by or under the order of any government or public local authority, or
16. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel,
17. the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or any part of that equipment,
18. operating or learning to operate any aircraft, or performing duties as a member of the crew on any aircraft; or Scheduled Airlines;
19. Any Claim caused by osteoporosis (porosity and brittleness of the bones due to loss of protein from the bones matrix) or pathological fracture (any fracture in an area where pre-existing Disease has caused the Weakening of the bone) if osteoporosis or bone Disease diagnosed prior to the Policy Effective Date,
20. No benefit under this policy would be paid under this policy, unless the nature & extent of injury is established medically with appropriate investigation reports & certified by the treating doctor
21. Expenses incurred on neck belts, wrist bandages, walking sticks, abdomen belts, CPAP and any other similar external aid /devices, the use of which has been necessitated following an accident.
22. Medical Expenses relating to any hospitalization primarily and specifically for diagnostic, X-ray or laboratory examinations and investigations.
23. Medical expenses where Inpatient care is not warranted and does not require supervision of qualified nursing staff and qualified medical practitioner round the clock. This exclusion is However not applicable for any day care treatment taken for the accidental bodily injury in a day care centre/ hospital.

#### **D. STANDARD TERMS AND CONDITIONS APPLICABLE TO ALL COVERS**

##### **1. Condition Precedent to Admission of Liability –**

The terms and conditions of the Certificate of Insurance and this Policy must be fulfilled by the Insured Beneficiary for the Company to make any payment for claim(s) arising under the Certificate of Insurance and this Policy.

##### **2. Complete Discharge**

Any payment to the Insured Beneficiary or his/ her nominees or his/ her Legal Heirs/representative or assignee or to the Hospital, as the case may be, for any eligible claim under the Certificate of Insurance Policy shall be a valid discharge towards payment of claim by the Company to the extent of that amount for the particular claim.

##### **3. Reasonable Care**

The Insured Beneficiary shall take all reasonable steps to safeguard against any Accident or injury that may give rise to any claim under Certificate of Insurance read with this Policy.

##### **4. Incontestability and Duty of Disclosure**

The Certificate of Insurance shall be void and all premium paid thereon shall be forfeited to the Company in the event of mis-representation, mis-description or non-disclosure of any material fact by the Insured Beneficiary.

##### **3. Observance of terms and conditions**

The due observance and fulfilment of the terms, conditions and endorsement of the Certificate of Insurance and the Policy in so far as they relate to anything to be done or complied with by the Insured Beneficiary, shall be a condition precedent to any liability of the Company to make any payment under the Certificate of Insurance.

#### 4. **Electronic Transactions**

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

#### 5. **Notice of charge**

The Company shall not be bound to notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Certificate of Insurance but the receipt of the Insured Beneficiary or his legal personal representative shall in all cases be an effectual discharge to the Company.

#### 6. **Entire Contract - Changes**

The Certificate of Insurance, together with the Proposal Form, as well as any forms, riders and endorsements and papers hereto, constitutes the entire contract of insurance.

No change in this Certificate of Insurance shall be valid until approved by the Company and such approval is endorsed hereon. No agent has authority to change this Certificate of Insurance or to waive any of the provisions of this Certificate of Insurance.

#### 7. **Notification of Changes**

It is a condition precedent to Our liability to make any payment under the Certificate of Insurance that You shall give Us written notice immediately of any change in the address, state of health and any other changes affecting You as Insured Beneficiary and or has effect on Our underwriting the risk under Certificate of Insurance.

#### 8. **Notice and Communications**

- i. Any notice, direction, instruction or any other communication related to the Policy should be made in writing.
- ii. Such communication shall be sent to the address of the Company or through any other electronic modes specified in the Certificate of Insurance and or Policy Schedule.
- iii. The Company shall communicate to the Insured at the address or through any other electronic mode mentioned in the Certificate of Insurance and or Policy Schedule.

#### 9. **No constructive Notice**

Any of the circumstances in relation to these conditions and the conditions of the Certificate of Insurance coming to the knowledge of any official of the Company shall not be the notice to or be held to bind or prejudicially affect the Company notwithstanding subsequent acceptance of any premium.

#### 10. **Records to be maintained**

The Insured Beneficiary shall keep an accurate record containing all relevant medical records and shall allow the Company or its representatives to inspect such records. The Policyholder or Insured Beneficiary shall furnish such information as the Company may require for settlement of any claim under the Certificate of Insurance, within reasonable time limit and within the time limit specified in the Certificate of Insurance read with this Policy

#### 11. **Territorial Limits**

In case of domestic travel insurance, all coverages for the purpose of insurance will be applicable in India only.

#### 12. **Consideration**

The Certificate of Insurance is issued subject to payment of premium in advance. No payment shall be valid unless made under Our official receipt. The cover shall not be valid prior to the date and time of Company's receipt of premium.

#### 13. **Automatic Termination of Cover for Insured Beneficiary**

The cover for the Insured Beneficiary shall terminate immediately in the event of admissible claim and settlement of 100% Sum Insured under Coverage of Death or Permanent Total Disability.

**14. Revision/ Modification of the Policy:**

There is a possibility of revision/ modification of terms, conditions, coverages and/or premiums of this product at any time in future, with appropriate approval from IRDA. In such an event of revision/modification of the product, intimation shall be set out to all the existing Insured Beneficiary at least 3 months prior to the date of such revision/modification comes into the effect.

**15. Contribution in case of Multiple Policies**

- a. In case of Certificate of Insurance taken by an Insured Beneficiary during a period from the Company and also the policies from one or more other insurers to indemnify treatment costs, the Insured beneficiary shall have the right to require a settlement of his/her claim in terms of any of his/her Certificate of Insurance or other insurer's policies. In all such cases the insurer if chosen by the Insured beneficiary 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 Certificate of Insurance or other insurer's Policy, as the case may be.
- b. Insured Beneficiary having multiple policies viz. Certificate of Insurance from the Company and policies from other insurers, shall also have the right to prefer claims under the Certificate of Insurance for the amounts disallowed under any other insurer's Policy / policies, even if the Sum Insured is not exhausted. Then the Company shall independently settle the claim subject to the terms and conditions of the Certificate of Insurance.
- c. If the amount to be claimed exceeds the Sum Insured under other insurer's Policy or Certificate of Insurance issued by the Company, as the case may be, the Insured Beneficiary shall have the right to choose insurers from whom he/she wants to claim the balance amount.
- d. Where an Insured Beneficiary has other insurer's policies from more than one insurer to cover the same risk on indemnity basis, the Insured Beneficiary shall only be indemnified the Hospitalization costs in accordance with the terms and conditions of the chosen other insurer's Policy or Certificate of Insurance.

**16. Cancellation**

**Cancellation by Insured Beneficiary**

- a. If policy is cancelled prior to Policy Start date mentioned on Certificate of Insurance then the Company shall deduct 10% of the premium amount received subject to minimum INR 10 as administration charges and refund the balance amount.
- b. No refund shall be applicable if policy is to be cancelled on or after Policy Start date mentioned in the Certificate of Insurance.

**Cancellation by Insurer**

- c. The Certificate of Insurance may be cancelled by or on behalf of the Company by giving the Insured Beneficiary at least 15 days of written notice or at any time before Policy Start Date if giving 15 days of written notice is not practicable and if no claim has been made then the Company shall refund a pro-rata premium for the unexpired Policy Period.
- d. Under normal circumstances, Certificate of Insurance will not be cancelled by the Company except for reasons of
  - a. Insured Beneficiary's failure to comply with the material terms, conditions or contractual obligations under the Certificate of Insurance, including the failure to pay any premium or Deductible when due,
  - b. misrepresentation, fraud, non-disclosure of material facts, if any false/fraudulent claim is made, statement or declaration is made or used or non-cooperation.

In cases of cancellation of Certificate of Insurance on grounds of misrepresentation, fraud, non-disclosure of material facts, or if any false/fraudulent claim, statement, undertaking or declaration is made or used premium shall be forfeited and no refund of premium shall be made by the Company.

However, no premium refund is applicable if there is a claim or notification of any occurrence which may give rise to a claim prior to the above cancellation date.

**17. Making a Claim:**

**Reimbursement Claim Procedure of All Sections**

If the Insured Beneficiary meets with any Accidental Bodily Injury that may result in a claim, then as a condition precedent to our liability:

- a. Policyholder or the Insured Beneficiary or someone claiming on his/her behalf must inform us in writing immediately and in any event within 30 days from the date of the Accident and submit all documents to us within 30 days from the date of intimation.
- b. Insured Beneficiary must immediately consult a Doctor and follow the advice and treatment that he recommends.
- c. Insured Beneficiary must take reasonable steps to lessen the consequence of Bodily injury.

- d. Insured Beneficiary should allow examination by our medical advisors if We ask for this.
- e. Policyholder or Insured Beneficiary or someone claiming on his/her behalf must promptly give us documentation and other information We ask for to investigate the claim or our obligation to make payment for it.
- f. In case of the Insured Beneficiary's death, someone claiming on his/her behalf must inform us in writing immediately and send us a copy of the post mortem report (if conducted) within 30 days.

\*Note: Waiver of conditions (a) and (f) may be considered in extreme cases of hardship where it is proved to Our satisfaction that under the circumstances in which the Insured Beneficiary was placed, it was not possible for the Insured Beneficiary or any other person claiming on his/her behalf to give notice or file claim within the prescribed time limit.

**List of Claim documents:**

**List of Common Claim documents**

- Duly Completed Claim Form signed by Insured Beneficiary/ Nominee (in case of Death/ PTD).
- NEFT details & cancelled cheque of Insured Beneficiary/ Nominee (in case of Death/ PTD).
- Original Policy copy.

**List of Claim documents for Death**

- Copy of address proof (Ration card or electricity bill copy).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested copy of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any (Only if Post Mortem is conducted).

**List of Claim documents for Permanent Total Disability**

- Attested copy of disability certificate from Civil Surgeon of Government Hospital stating percentage of disability.
- Attested copy of FIR. (If required)
- All X-Ray / Investigation reports and films supporting to disability.

**List of Claim Document Specific to Children's Education Benefit**

- Bonafide certificate from school / college or certificate from the educational institution

**List of Claim Documents Specific for Accidental Hospitalization Expenses**

- First Consultation letter from the Doctor
- Hospital Discharge Card
- Hospital Bill giving detailed break up of all expense heads mentioned in the bill. Clear break ups have to be mentioned for OT Charges, Doctor's Consultation and Visit Charges, OT Consumables, Transfusions, Room Rent, etc.
- Proof of Payment to hospital.
- All original Laboratory and Diagnostic Test Reports. E.g. X-Ray, E.C.G, USG, MRI Scan, Haemogram etc.
- Other documents as may be required by the Company to process the claim

**List of Claim Documents Specific to Hospital Daily Allowance**

- First Consultation letter from the Doctor
- Hospital Discharge Card

**List of Claim Documents Specific to Personal Liability**

- Detailed self-explanatory note stating scenario arises in to third party loss
- Court order or any judicial order received against the compensation.
- Invoices / Bills supporting the claim amount
- Original Paid receipts if paid (hardcopy) in case of reimbursement claim

**List of Claim Documents Specific to Repatriation of Remains**

- Original Paid receipts (hardcopy) in case of reimbursement claim
- Death certificate/Post Mortem report/ Certificate of embalmment in case its conducted

- Medical records/ indoor cash paper summary in case of accidental hospitalization.

**List of Claim Documents Specific to Trip Cancellation**

- Hospitalization discharge summary/consultation papers of Insured Beneficiary/family members (if applicable)
- All bills and payment receipts towards cancellation of ticket.
- Death certificate in case of death if applicable

**List of Claim Documents Specific to Emergency Hotel Extension**

- Documents proving the reasons for cancellation of the Extension of hotel stay
- Receipt showing amount paid for extension of hotel stay.

**List of Claim Documents Specific to Missed Connection**

- Letter from the airlines stating reason for delay and duration of delay.
- Ticket Itinerary
- Bills/invoices and receipt raised against the reasonable additional expenses.

**List of Claim Documents Specific to Home Burglary Insurance**

- Covering Letter detailing full statement of the facts of the incidence of theft.
- Copy of FIR (filed with the local police authorities)
- Details of local investigation and survey of loss in case carried out by Insured Beneficiary.
- Details of any insurance covering same loss
- In case the Claim exceeding Rs.7500/- or other currency equivalent per article must be supported by documentation evidencing the Insured Beneficiary's ownership of the same.

**List of Claim Documents Specific to Bounced Hotel**

- Proof of confirmed hotel booking Details
- Letter from Hotel mentioning reason for non-accommodation and compensation received if any
- Bills/invoices and receipt raised against the accommodation or transportation

**List of Claim Documents Specific to Compassionate Visit by a Family Member**

- Original travel tickets / bills and receipts mentioning the actual expenses of the travel with the date of booking & date of travel
- Hospital Discharge summary

**List of Claim Documents Specific to Delay of checked baggage**

- Copies of Boarding Pass/Ticket/Baggage Tags.
- Copies of correspondence with the Airline authorities/others certifying the delay & actual date and time of delivery of baggage.
- PIR report (Property Irregularity Report) (to be obtained from the airline authorities).
- Ticket Itinerary

**List of Claim Documents Specific to Loss of Checked Baggage**

- PIR report (Property Irregularity Report) (to be obtained from the airline authorities)
- Letter from the airlines accepting the liability for loss
- Proof of compensation received form airlines
- Proof of items valued more than 50% of the Sum Insured per Baggage.

**List of Claim Documents Specific to Trip Curtailment**

- Hospitalization discharge summary/consultation papers of Insured Beneficiary/family member if applicable.
- All bills and payment receipts.
- Death certificate in case of death

**List of Claim Documents Specific to Trip Delay by Scheduled Aircraft**

- Letter from the airlines stating reason and duration of delay.
- Ticket Itinerary
- Bills/invoices and receipt raised against the Meals and Lodging.

**List of Claim Documents Specific to Loss of Baggage**

- Duly completed claim form signed by the Insured Beneficiary, detailing the loss or damage that has occurred and an estimate of the quantum of any claim along with all documentation required to support and substantiate the amount sought from the Company, and;
- Police report (FIR) for Theft, larceny, Robbery and hold up Claims (Kindly note that the loss has to be reported to the police authorities within 24 hours of discovery)
- Police Final Investigation Report for Theft, larceny, Robbery and hold up Claims
- Bills and invoices etc required to support and substantiate the claim amount
- "Property Irregularity Report" from the Carrier Airline.
- Any other document deemed necessary to establish the loss or its quantum depending upon the nature of claim.

**All documents related to claims should be submitted to:**

Health Administration Team  
 Bajaj Allianz General Insurance Co. Ltd  
 2<sup>nd</sup> Floor, Bajaj Finserv Building  
 Viman Nagar, Pune 411014  
 Toll Free no: 1800 209 5858

**Note:** If the original documents are submitted with the other insurer, the Xerox copies attested by the other insurer should be submitted.

**Cashless Claims Procedure:**

**Applicable only for Section Accidental Hospitalization Expenses**

Cashless treatment is only available at Network Hospitals. In order to avail of cashless treatment, the following procedure must be followed by You:

- a. Prior to taking treatment and/or incurring Medical Expenses out of any Accidental Injury, at a Network Hospital, the Insured Beneficiary must call Us and request pre-authorization by way of the written form which the Company will provide. Waiver of this condition shall be considered by the Company in the event of emergency Hospitalization arising out of Accidental bodily injury.
- b. After considering the Insured Beneficiary's request and after obtaining any further information or documentation We have sought, the Company may if satisfied send to the Insured Beneficiary or the Network Hospital, an authorization letter. The authorization letter, the ID card issued to the Insured Beneficiary along with the Certificate of Insurance and any other information or documentation that the Company have specified must be produced to the Network Hospital identified in the pre-authorization letter at the time of Insured Beneficiary's admission to the same.
- c. If the procedure above is followed, the Insured Beneficiary will not be required to directly pay for the Medical Expenses raised out of Accidental Bodily Injury, in the Network Hospital that the Company is liable to indemnify under Accidental Hospitalization Expenses Section and the original bills and evidence of treatment in respect of the same shall be left with the Network Hospital. Pre-authorization does not guarantee that all costs and expenses will be covered. We reserve the right to review each claim for Medical Expenses and accordingly coverage will be determined according to the terms and conditions of the Certificate of Insurance. You shall, in any event, be required to settle all other expenses directly.

**18. Physical Examination**

Any medical official or other agent of the company shall be allowed to examine the Insured Beneficiary(s) in case of alleged injury or disablement when and as often as may be reasonably be required on behalf of the Company .

**19. Paying a Claim**

- a. You agree that We shall only make payment when You or someone claiming on Your behalf has provided Us with necessary documentation and information.
- b. We will make payment to You or Your Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay Your heir, executor or validly appointed legal representative and any payment We make in this way will be a complete and final discharge of Our liability to make payment.
- c. On receipt of all the documents and on being satisfied with regard to the admissibility of the claim as per policy terms and conditions, We shall offer within a period of 30 days settlement of the claim to the Insured Beneficiary. Upon acceptance of an offer of settlement by the Insured Beneficiary, the payment of the amount due shall be made within 7 days from the date of acceptance of the offer by the Insured Beneficiary. In the cases of

delay in the payment, the insurer shall be liable to pay interest at a rate which is 2% above the bank rate prevalent at the beginning of the financial year in which the claim is reviewed by it.

- d. If We, for any reasons decide to reject the claim under the policy the reasons regarding the rejection shall be communicated to You in writing within 30 days of the receipt of documents. You may take recourse to the Grievance Redressal procedure stated under the Policy.

## 20. Nomination

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

## 21. Endorsements (Changes in Policy)

- i. This Certificate of Insurance constitutes the complete contract of insurance between Insured Beneficiary and the Company. This Policy or Certificate of Insurance cannot be modified by anyone (including an insurance agent or broker) except the Company. Any change made by the Company shall be evidenced by a written endorsement signed and stamped.
- ii. The policyholder may be changed during the Cover Period only in case of his/her demise or him/her moving out of India. The new policyholder must be the legal heir/immediate family member. Such change would be subject to acceptance by the company and payment of premium (if any).

## 22. Limitation Period

It being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of disclaimer have been made the subject matter of a suit in court of law then the claim for all such purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

## 23. Fraudulent Claims

If You make or progress any claim knowing it to be false or fraudulent in any way, then this Policy will be void and all claims or payments due under it shall be lost and the premium paid shall become forfeited.

## 24. 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 insured person or anyone acting on his/her behalf to obtain any benefit under this policy Certificate of Insurance, all benefits under the Certificate of Insurance policy shall be forfeited.

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

For the purpose of this clause, the expression "fraud" means any of the following acts committed by the Insured Person/Insured Beneficiary or by his agent or the Hospital/doctor/any other party, with intent to deceive the insurer or to induce the insurer to issue a Certificate of Insurance insurance Policy:

- (a) The suggestion, as a fact of that which is not true and which the Insured Person/Insured Beneficiary does not believe to be true;
- (b) The active concealment of a fact by the Insured Beneficiary 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 under Certificate of Insurance on the ground of fraud, if the Insured 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 mis-statement of or suppression of material fact are within the knowledge of the Company. Onus of disproving is upon the Insured Beneficiary, if alive, or beneficiaries.

## 25. Arbitration

- a. If any dispute or difference shall arise between You and Us as to the quantum of claim to be paid under the Certificate of Insurance (liability/claim being otherwise admitted by the Insurer), such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed mutually in writing by the Insurer and the Respective Insured Beneficiary who has made claim under the Certificate of Insurance or if they cannot agree upon a single arbitrator within 30 days of any party [the Insurer or the respective Insured Beneficiary who has made claim under the Certificate of Insurance] invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators one each to be appointed by the Insured Beneficiary/Insured Beneficiary's Legal Heirs who has made claim under the Certificate of Insurance, as the case may be and the Insurer, respectively, who are the parties to the dispute/difference and the third arbitrator to be appointed by such two appointed arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time. The law of the arbitration will be Indian law.
- b. It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before mentioned, if the Insurer has disputed/repudiated or not accepted/admitted the liability/claim under or in respect of the respective Certificate of Insurance.
- c. It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit basis the respective Certificate of Insurance read with the Group Policy, that the award by such arbitrator/ arbitrators of the amount of the Loss or damage shall be first obtained.
- d. It is also hereby further expressly agreed and declared that if the Insurer shall disclaim/repudiate the claim and the liability to the respective Insured Beneficiary/Insured Beneficiary's Legal Heirs for any claim under the Certificate of Insurance issued to the Insured Beneficiary, and such claim shall not, within 12 calendar months from the date of such disclaimer/repudiation have been made the subject matter of a suit or proceeding before a Court of law or any other competent statutory forum/tribunal, then all benefits/indemnities under the Certificate of Insurance shall be forfeited and the rights of Insured Beneficiary shall stand extinguished and the liability of the Insurer shall also stand discharged.
- e. The seat and venue of the arbitration shall be Pune. This condition remains valid, should the Certificate of Insurance become void.
- f. In the event that these arbitration provisions shall be held to be invalid then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts subject to other Terms and Conditions of this Master Policy read with Certificate of Insurance.

## 26. Governing law and Jurisdiction.

- i. All admissible claims will be settled and paid to the Insured Beneficiary only in Indian Rupees.
- ii. The Certificate of Insurance read with Policy constitutes the complete contract of insurance between the Company and Insured Beneficiary. So also, the Policy shall constitute the complete contract of insurance between the Master Policy Holder and the Company. No change or alteration shall be valid or effective unless approved in writing by Us, which approval shall be evidenced by an endorsement on the Policy Schedule or Certificate of Insurance, as the case may be.
- iii. The construction, interpretation and meaning of the provisions of this Master Policy and Certificate of Insurance shall be determined in accordance with Indian law. The section headings of this Master Policy are included for descriptive purposes only and do not form part of this Master Policy for the purpose of its construction or interpretation, unless the Headings are supported with more inputs as to intent of the respective clauses/terms and conditions.
- iv. This Group Policy and Certificate of Insurance is governed exclusively under the Indian Laws and subject to the exclusive jurisdiction of the Courts in India.

## 27. Applicable Law

Indian law governs the construction, interpretation and meaning of the provisions of this Policy and the relationship between us. The section headings in this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation.

## 28. Notices



Any notice, direction or instruction given under the Certificate of Insurance shall be in writing and delivered by hand, post, or facsimile to:

In case of the Insured Beneficiary, at the address specified in the Certificate Of Insurance or last known address.

**In case of the Company at:**

**Bajaj Allianz General Insurance Company Limited  
Health and Travel Administration Department,  
Bajaj Finserve Building,  
Near Weikfield,  
Vimannagar,  
Pune- 411014.**

**29. Territorial Jurisdiction/ Policy Disputes**

All disputes or differences under or in relation to the interpretation of the terms, conditions, validity, construct, limitations and/or exclusions contained in the Policy shall be determined by the Indian court and according to Indian law.

**30. Grievance Redressal Procedure**

**Welcome to Bajaj Allianz and Thank You for choosing us as Your insurer.**

Please read Your policy and Certificate of Insurance.

The policy and Certificate of Insurance set out the terms of Your contract with us. Please read Your policy and Certificate of Insurance carefully to ensure that the cover meets Your needs.

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If You are dissatisfied We would like to inform You that We have a procedure for resolving issues, as mentioned herein below. Please include our policy number in any communication. This will help us deal with the issue more efficiently. If You don't have it, please call our Branch office.

**First Step**

Initially, We suggest You contact the Branch Manager / Regional Manager of the local office. The address and telephone number will be available in the policy.

**Second Step**

Naturally, We hope the issue can be resolved to Your satisfaction at the earlier stage itself. But if You feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

**Bajaj Allianz General Insurance Co. Ltd  
Bajaj Allianz House, Airport Road  
Yerawada, Pune 411006**

**E-mail: [bagichelp@bajajallianz.co.in](mailto:bagichelp@bajajallianz.co.in)**

**Call : 1800-225858 (free calls from BSNL/MTNL lines only)**

**1800-1025858 ( free calls from Bharti users – mobile /landline ) or020-30305858**

**Grievance Redressal Cell for Senior Citizens**

Senior Citizen Cell for Insured Beneficiary who are Senior Citizens

'Good things come with time' and so for our customers who are above 60 years of age We have created special cell to address any health insurance related query. Our senior citizen customers can reach us through the below dedicated channels to enable us to service them promptly

**Health toll free number: 1800-103-2529**

**Exclusive Email address: [seniorcitizen@bajajallianz.co.in](mailto:seniorcitizen@bajajallianz.co.in)**

Office Details	Jurisdiction of Office (Union Territory, District)
<p><b>AHMEDABAD - Shri/Smt.....</b> Office of the Insurance Ombudsman, Jeevan Prakash Building, 6th floor, Tilak Marg, Relief Road, Ahmedabad – 380 001. Tel.: 079 - 25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@ecoi.co.in">bimalokpal.ahmedabad@ecoi.co.in</a></p>	<p>Gujarat, Dadra &amp; Nagar Haveli, Daman and Diu.</p>

Office Details	Jurisdiction of Office Union Territory, District)
<b>BENGALURU - Smt. Neerja Shah</b> Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, 1st Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@ecoi.co.in">bimalokpal.bengaluru@ecoi.co.in</a>	Karnataka.
<b>BHOPAL - Shri Guru Saran Shrivastava</b> 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 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@ecoi.co.in">bimalokpal.bhopal@ecoi.co.in</a>	Madhya Pradesh Chattisgarh.
<b>BHUBANESHWAR - Shri/Smt.....</b> Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@ecoi.co.in">bimalokpal.bhubaneswar@ecoi.co.in</a>	Orissa.
<b>CHANDIGARH - Dr. Dinesh Kumar Verma</b> Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@ecoi.co.in">bimalokpal.chandigarh@ecoi.co.in</a>	Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh.
<b>CHENNAI - Shri M. Vasantha Krishna</b> Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@ecoi.co.in">bimalokpal.chennai@ecoi.co.in</a>	Tamil Nadu, Pondicherry Town and Karaikal (which are part of Pondicherry).
<b>DELHI - Shri/Smt.....</b> Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23232481/23213504 Email: <a href="mailto:bimalokpal.delhi@ecoi.co.in">bimalokpal.delhi@ecoi.co.in</a>	Delhi.
<b>GUWAHATI - Shri Kiriti .B. Saha</b> Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2632204 / 2602205 Email: <a href="mailto:bimalokpal.guwahati@ecoi.co.in">bimalokpal.guwahati@ecoi.co.in</a>	Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura.
<b>HYDERABAD - Shri I. Suresh Babu</b> Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 67504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@ecoi.co.in">bimalokpal.hyderabad@ecoi.co.in</a>	Andhra Pradesh, Telangana, Yanam and part of Territory of Pondicherry.

Office Details	Jurisdiction of Office Union Territory, District)
<b>JAIPUR - Smt. Sandhya Baliga</b> Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@ecoi.co.in">Bimalokpal.jaipur@ecoi.co.in</a>	Rajasthan.
<b>ERNAKULAM - Ms. Poonam Bodra</b> Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@ecoi.co.in">bimalokpal.ernakulam@ecoi.co.in</a>	Kerala, Lakshadweep, Mahe-a part of Pondicherry.
<b>KOLKATA - Shri/Smt.....</b> Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@ecoi.co.in">bimalokpal.kolkata@ecoi.co.in</a>	West Bengal, Sikkim, Andaman & Nicobar Islands.
<b>LUCKNOW -Shri/Smt.....</b> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@ecoi.co.in">bimalokpal.lucknow@ecoi.co.in</a>	Districts of Uttar Pradesh : Laitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhadra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
<b>MUMBAI - Shri Milind A. Kharat</b> Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@ecoi.co.in">bimalokpal.mumbai@ecoi.co.in</a>	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
<b>NOIDA - Shri/Smt.....</b> Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@ecoi.co.in">bimalokpal.noida@ecoi.co.in</a>	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanoj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
<b>PATNA - Shri/Smt.....</b> Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@ecoi.co.in">bimalokpal.patna@ecoi.co.in</a>	Bihar, Jharkhand.
<b>PUNE - Shri/Smt.....</b> Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198,	Maharashtra, Area of Navi Mumbai and Thane excluding Mumbai Metropolitan Region.

Office Details	Jurisdiction of Office (Union Territory, District)
N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@ecoi.co.in">bimalokpal.pune@ecoi.co.in</a>	

**Note:** Address and contact number of Governing Body of Insurance Council  
 Secretary General - Governing Body of Insurance Council  
 JeevanSevaAnnexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054  
 Tel No: 022-2610 6889, 26106245, Fax No. : 022-26106949, 2610 6052, E-mail ID: [inscoun@vsnl.net](mailto:inscoun@vsnl.net)

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