

## Travelsure-Group POLICY WORDING

### 1. PREAMBLE

Whereas the Insured (hereinafter Insured is also called "You") has made to SBI General Insurance Company Limited (hereinafter called "We" or "Company") a Proposal which is hereby agreed to be the basis of this **Policy** and has paid the premium specified in the **Policy Schedule** and We agree, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the **Deductible** and subject always to the Sum Insured against such loss as is herein provided. This **Policy** records the entire agreement between us and sets out what We insure, how We insure it, and what We expect of You.

### 2. STANDARD DEFINITIONS

The following words or terms shall have the meaning ascribed to them wherever they appear in this **Policy**, and references to the singular or to the masculine shall include references to the plural and to the feminine wherever the context so permits.

1. **Accident** means a sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **Age** means age on most recent birthday as per the English calendar.
3. **Cashless facility** means a facility extended by the insurer to the insured where the payments, of the costs of treatment undergone by the insured in accordance with the Policy terms and conditions, are directly made to the network provider by the insurer to the extent pre-authorization is approved.
4. **Day Care Treatment** means a medical treatment, and/or surgical procedure which is,
  - i. undertaken under General or Local Anaesthesia 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.
5. **Deductible** means a cost-sharing requirement under a health insurance Policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of Hospital cash policies which will apply before any benefits are payable by the insurer. A Deductible does not reduce the Sum Insured. Deductible is applicable as per the Policy.
6. **Emergency Care** means management for a severe Illness or 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 Person's health..
7. **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 24 consecutive hours.
8. **Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.
  - i 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.
  - ii Chronic condition - A chronic condition is defined as a disease, Illness, or injury that has one or more of the following characteristics:
    1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests
    2. it needs ongoing or long-term control or relief of symptoms
    3. it requires your rehabilitation or for you to be specially trained to cope with it
    4. it continues indefinitely
    5. it comes back or is likely to come back.
9. **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.
10. **Insured Person/Insured/You/Your/Your self** is the person named in the Policy Schedule/Certificate of Insurance, for whom the appropriate premium has been paid.
11. **Insurer/Company/We/Us/Our** means SBI General Insurance Company Limited.
12. **Maternity expenses:** Maternity expenses means;
  - a) medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization);
  - b) expenses towards lawful medical termination of pregnancy during the policy period.
13. **Medically Necessary** means any treatment, tests, medication, or stay in Hospital or part of a stay in Hospital which
  - i is required for the medical management of the Illness or injury suffered by the Insured Person;
  - ii must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
  - iii must have been prescribed by a medical practitioner;
  - iv must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
14. **Medical Expenses** means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other Hospitals or doctors in the same locality would have charged for the same medical treatment.
15. **Network Provider** means Hospitals or health care providers enlisted by an insurer or by a TPA or jointly by and Insurer and TPA to provide medical services to an insured on payment by a cashless facility.
16. **Reasonable & 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 Illness / injury involved
17. **Senior Citizen** means any person who has completed sixty-five or more years of age as on the date of commencement of the Policy.

18. **Surgery or Surgical Procedure** means manual and / or operative procedure (s) required for treatment of an illness or injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering or prolongation of life, performed in a Hospital or day care centre by a Medical Practitioner.

### 3. SPECIFIC DEFINITIONS

1. **Airline** 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.
2. **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.
3. **Burglary** means an actual, forcible, and violent entry to or exit from the Insured Person's home in India (as mentioned in the Policy Schedule/Certificate of Insurance) with intent to commit an act of crime or theft
4. **Certificate of Insurance** means the certificate issued to the Certificate Holder /Insured in line with the terms and conditions as agreed upon in the Master Policy attached to and forming part of this insurance contract mentioning details including but not limited to, details of the Insured Persons, coverage, sections and benefits applicable, the Sum Insured, the Policy Period, premium paid (including duties, taxes and levies thereon).
5. **Checked in Baggage** means the baggage owned by Insured Person is handed over and accepted by Scheduled Aircraft for transportation in the same mode of conveyance as the Insured Person travels and for which the carrier has issued a baggage receipt.
6. **Claim** means a Claim under an operative part of this Policy in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and the Deductible shall be applicable to each section independently.
7. **Common Carrier** means any civilian land or water conveyance or Scheduled Aircraft operating under a valid license from the relevant authority for the transportation of passengers and cargo for hire.
8. **Contents** means the household goods such as furniture, fixtures, fittings, home appliances, interior decorations and items of like nature; personal effects such as cloths and other articles of personal nature likely to be worn, used or carried but excluding money, jewellery and valuables. Contents should be owned or legally responsible by the Insured or family members residing with him and not used for Business or Business purpose.
9. **Country of Residence** of the Insured shall mean the country, Insured is normally residing in currently, and declared as the Residential Address of the Insured in the Policy Schedule. It need not be the same as the country of origin of the Insured or the country whose citizen the Insured is. For the purpose of this Policy, Country of Residence is India.
10. **Date of Loss/ Date of Incident** means Date on which the Accidental Bodily Injury and/or Sickness and/or Disease resulting physical loss occurred or first manifested itself during the Policy Period whichever is earlier.
11. **Destination Country** shall mean the country that Insured is visiting and has bought the insurance Policy for. There can be more than one Destination Country in an Insured Trip. However, for any country to be considered a Destination Country, it should be mentioned in the Main Travel Ticket(s) booked by the Insured before the date of departure from India, and mentioned by the insured while buying the Policy. A country for which travel ticket is bought post commencement of Insured Trip cannot be considered as Destination Country.
12. **Dental Treatment** means treatment carried out by a dental practitioner including examinations, fillings (where appropriate), crowns, extractions and surgery excluding any form of cosmetic surgery/implants.
13. **Disease** means an affliction of the bodily organs having a defined and recognized pattern of symptoms that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.
14. **Insured Journey** means a single journey to a destination outside of India (departure and arrival), which is undertaken during the Policy Period. In case of annual multi-trip Policy It means multiple journeys where stay to a destination outside of India is confined maximum up to the plan chosen during the Policy Period .
15. **Family Floater Members** means any one or more of the following family members of the Insured Person:
  - i. Legally wedded spouse
  - ii. Children (i.e. natural or legally adopted).
16. **Family** members means Insured Person's legal spouse and children (natural and legally adopted).
17. **Group** means a Group formed with a minimum size of 7 persons with a commonality of purpose and is not formed with the main purpose of availing itself of insurance. There shall be a clearly evident relationship as specified by the Authority from time to time between the members of the group and the Master Policyholder.
18. **Hijack** means any unlawful seizure or exercise of control by force or violence or threat of force and with wrongful intent, of Common Carrier in which the Insured Person is travelling.
19. **Hospital** means any institution established for in-patient care and treatment of illness and injuries and which has been registered as a Hospital or a Nursing Home with the relevant regulatory authorities.  
For the purpose of this definition, the term "Hospital" shall not include an establishment, which is a place of rest, a place for the aged, institution for treatment of substance abuse such as but not limited to a place for alcoholics or drug addicts' rehabilitation or for any similar purpose, spa, a hotel or any other similar place.
20. **Immediate Family Members** means Insured Person's legal spouse, children (natural and legally adopted), parents, parents-in-law, siblings, son-in-law daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandson, granddaughter, uncle, aunt, nephew, niece, or any other relationship having an insurable interest.
21. **Insured Trip** means the Trip to Destination Country for which this insurance Policy has been bought, undertaken within Policy Period and which commences when the passenger boards the aircraft for onward overseas journey to Destination Country and terminates when he disembarks on return to India or the Certificate Period End Date whichever is earlier  
For the purpose of this Policy,
  - **Single Trip:** Insured Trip shall consist only one Trip from India

- to Destination Country including return travel to India, during the Policy Period, the details of which are specified in the Policy Schedule/Certificate of Insurance.
- **Annual Multi Trip:** Insured Trip may consist of more than one Trip from India to Destination Country, including return travel to India. The Insured Trip under this Policy will terminate on the Insured Person's return to India. The next Insured Trip will commence on his next journey to Destination Country within the Policy Period, the details of which are specified in the Policy Schedule/Certificate of Insurance.
22. **Master Policy Holder** means an entity, who facilitates selling and solicitation of this Policy and there is a clearly evident relationship between the entity and the Insured Person and has agreed on the coverage, premiums, terms and conditions. These pre-agreed terms and conditions form the Master Policy and shall be the basis of the coverage offered to the Certificate Holder/ Insured.
  23. **Medical Practitioner** means a person who holds a valid registration from the medical council of any state of India/ Destination Country and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of his license. The term Medical Practitioner would include Physician, Specialist and Surgeon. Insured Person himself, Immediate Family members, Business partner, employer and employee of Insured Person are excluded from the definition of Medical Practitioner.
  24. **Mental Illness** means a substantial disorder of thinking, mood, perception, orientation or memory that grossly impairs judgment, behaviour, capacity to recognize reality or ability to meet the ordinary demands of life, mental conditions associated with the abuse of alcohol and drugs, but does not include mental retardation.
  25. **Nominee** means the person whose name specifically appears as such in the Policy Schedule/Certificate of Insurance and is the person to whom the proceeds under this Policy, if any, shall become payable in the event of the death of the Policyholder. Nominee for all other Insured Person(s) shall be the Policyholder himself.
  26. **OPD Treatment** means a treatment where Insured Person visits clinic/Hospital or associated facility for diagnosis and treatment on advise of medical practitioner without Hospitalization/ admission in Hospital or day care centre
  27. **Policy** means the insurance contract, the Policy Schedule, and any attached enrolment forms, endorsements, papers or riders.
  28. **Policy Period** means a period beginning from the Policy Start Date, as specified in Policy Schedule/Certificate of Insurance; and ending on the Certificate Period End Date as specified in the Certificate of Insurance or on the date of cancellation of the Policy or date of return to the India, in case of curtailment or shortening of the Insured Trip whichever is earlier.
  29. **Policy Period End Date** means the date and time in Indian Standard Time (IST) as specifically appearing in the Policy Schedule.
  30. **Policy Period Start Date** means the date and time in Indian Standard Time (IST) as specifically appearing in the Policy Schedule.
  31. **Policy Schedule** means the document issued by us to You as per the terms and conditions detailing the commencement date and expiry date of the cover, Insured Person(s) name, address, age, coverage, sums insured, Deductible, condition(s), exclusions and or endorsement(s) as fully mentioned in the respective Policy Period.
  32. **Professional Sports** means a sport, which remunerates a player in excess of 50% of his or her income as a means of their livelihood
  33. **Property Damage** means actual physical damage caused by the Insured, to tangible material property belonging to a third party.
  34. **Qualified Nurse** is a person who holds a valid registration from the Nursing Council or applicable authority of Destination Country where treatment is sought.
  35. **Service Provider/Assistance Service Provider** means any person, organization, or institution, appointed by the Company and named in Policy Schedule/Certificate of Insurance for providing services to the Insured Person on behalf of the Insurer.
  36. **Sum Insured** means the amount stated in the Policy Schedule/Certificate of Insurance against each relevant Benefit, which shall be our maximum liability.
  37. **Theft** means whoever intending to take dishonestly any moveable property out of the possession of the Insured without his/her consent, moves that property in order to such taking is said to commit theft.
  38. **Travelling Companion** means an individual or individuals travelling with the Insured Person, provided that, the Insured and such individual(s) are travelling to same Destination Country on the same dates in the same Common Carrier as the Insured and such individual(s) is/are also insured under this Policy. For the purpose of this definition, Travelling Companion means Insured Person's Family/ Immediate Family Member/ relative/ friend/ Business Acquaintance who is accompanying the Insured Person during the Insured Trip.
  39. **Trip** means any holiday, pleasure, study or work related trip or journey made by Insured from India to Destination Country and return back to India or any country other than India; the purpose is not to obtain health care or treatment of any kind travel is primarily by Common Carrier provable by Main Travel Ticket(s) and only incidentally by private conveyance
  40. **Trip Duration** means a journey undertaken within Policy Period and which commences when the passenger boards the aircraft for onward overseas journey and terminates when he disembarks on return to India or the Policy Period end date whichever is earlier.
  41. **Valuables** means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewellery, money in the form of cash, precious stones and metals, furs and articles made of precious stones and metals, models, coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles; deeds, ATM Cards, credit cards, charge cards, bonds, bills of exchange, bank treasury or promissory notes, cheques, money, securities or any other negotiable instrument
  42. **Value shall** mean market value for the purpose of loss of Checked in Baggage or Home Burglary" Section.
  43. **We, Our, Ours, The Company** means SBI General Insurance Company Limited
  44. **You, Your, Yourself/ Your Family, Insured, Insured Person,** named in the Policy Schedule that We insure as set out in the Schedule.

## 4. COVERAGES

### 4.1 BASE COVERS

#### 4.1.1 MEDICAL EXPENSES- ACCIDENT & SICKNESS

In the event, the Insured Person has a Medical Emergency whilst being on Insured Trip, and if such Medical Emergency shall, upon the written Medical Advice of a Medical Practitioner/Physician, require Insured Person, to incur Hospitalisation, at any Hospital, for the Medically Necessary Treatment of the Insured Person, then We will indemnify the Insured Person for the amount of such Medical Expenses, which should be Reasonable and Customary Charges and are incurred by the Insured Person up to the extent of Sum Insured specified in the Policy Schedule/Certificate of Insurance.

For a given Medically Necessary Treatment that is admissible as a Claim under the benefit, the following are covered:

- i. In-Patient Treatment in a local Hospital at the place the Insured Person is staying at the time of occurrence of an insurable event or at the nearest Hospital. The below mentioned Medical Expenses are covered under In-Patient Treatment
  - a. Room Rent Charges
  - b. Nursing Expense
  - c. Intensive care Unit (ICU) charges
  - d. Medical Practitioner(s) fees
  - e. Anesthesia, blood, oxygen, operation theatre charges, surgical appliances expenses, Medicines, drugs and Consumables expenses
  - f. Diagnostic procedures expenses
  - g. The cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure
- ii. Day Care Treatment as defined under the Policy.
- iii. Out-Patient Treatment, provided, as an Emergency Care and cannot be deferred till the Insured Person's return to India.
- iv. Cost of Road Transportation, including necessary medical care en-route, by an Ambulance to the nearest Hospital or to the nearest Physician

**Note:** The Sum Insured under this benefit shall be available either on Individual or Family Floater basis.

#### 4.1.2 EMERGENCY MEDICAL EVACUATION AND TRANSPORTATION

We shall indemnify additional expenses for transportation of the Insured Person locally to the nearest Hospital from the current location of the Insured Person in case it is not possible to guarantee adequate medical treatment within reasonable distance from the current location or the transportation of the Insured Person to the Republic of India.

Covered expenses would include:

- i. Expenses for Transportation and medical treatment, including medical services and medical supplies necessarily incurred in connection with Emergency Evacuation.
- ii. The additional extra costs for an accompanying person if it is medically necessary that the Insured Person be accompanied in this way; this might be a physician, nurse or Travelling Companion.
- iii. Expenses for medical treatment commenced by Insured

Person outside of India up to a period of 90 days from Date of Incident.

The transportation and all arrangements for evacuation must be

- i. Recommended and approved by the attending Physician/ Medical Practitioner who certifies that the severity or the nature of Injury or Illness warrants Emergency Evacuation.
- ii. We shall arrange the evacuation within the Policy Period when in the opinion of our medical panel, it is judged medically appropriate to evacuate Insured Person to a medical facility in India. The means transportation to final destination will be decided by Us.
- iii. By registered transportation services/ conveyance services provider and should be approved by Insurer/ Service Provider.

#### 4.1.3 REPATRIATION OF MORTAL REMAINS

In the event of death of the Insured Person, We shall indemnify the costs of transporting the mortal remains of the deceased Insured Person back to the Republic of India or, up to an equivalent amount, for burial or cremation in the country where the death occurred, subject to the maximum limit as specified in the Policy Schedule/Certificate of Insurance, provided the death has occurred as a result of covered Illness/ disease or injury, during the Insured Journey.

Specific Exclusions Applicable to Benefit 4.1.1 Medical Expenses- Accident & Sickness, Benefit 4.1.2 Emergency Medical Evacuation and Transportation and Benefit-4.1.3 Repatriation of Mortal Remains

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

- i. Any Pre-Existing Disease, unless otherwise agreed by Us.
- ii. Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
- iii. Any travel against the advice of a Medical Practitioner/Physician.
- iv. Treatment that could be delayed: Treatment which could reasonably be delayed until the Insured/Insured Person's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating Physician and the Assistance Service Provider.
- v. Treatment of orthopaedic, degenerative, diseases and any cancer, malignant / benign tumours and such related conditions to Neoplasm, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured Person's life or measures solely designed to relieve acute pain in any case excluding chemotherapy or radiotherapy expenses.
- vi. Charges in excess of the Reasonable and Customary Charges incurred on account of an insurable event as per the determination by the Service Provider.
- vii. Treatment or procedures related to teeth or structures supporting the teeth, including examinations, fillings (where appropriate), crowns, extractions, and surgery unless due to Accidental injury
- viii. Any form of plastic surgery (unless necessary for the treatment of Illness or Accidental bodily injury)

- ix. Cosmetic or aesthetic treatments of any description, treatment or surgery for change of life/gender, Lasik treatment for refractive error.
- x. Maternity, Childbirth and related conditions:
  - a. Medical treatment expenses traceable to childbirth (including complicated deliveries and caesarean sections incurred during hospitalization) except ectopic pregnancy;
  - b. expenses towards miscarriage (unless due to an accident) and lawful medical termination of pregnancy during the policy period.

This exclusion shall not be applicable, if the Insured Person has opted Benefit 4.2.28 Maternity Expenses under the Policy.
- xi. Medical check-ups during pregnancy or treatment of the pregnancy.
- xii. Expenses related to physical rehabilitation and physiotherapy.
- xiii. Any Treatment related to addiction or dependency of the Insured Person to tobacco, cigarette and other tobacco usage habits, alcohol, psychoactive substance including but not related to various drug and prescriptive drugs.
- xiv. Any Expense related to Prosthetics and artificial limbs.
- xv. Expenses related to Well Childcare and Immunization
- xvi. Routine health tests that are undertaken without a Medical Practitioner prescription as a part of treatment of some Illness / Injury as covered under the Policy.
- xvii. Eyeglasses, Hearing Aids etc: eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing.
- xviii. Expenses incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- xix. Experimental, unproven, or non-standard treatment
- xx. Treatment by any other system other than modern medicine (also known as Allopathy) like manual therapy, chiropractic treatment, Acupressure, Acupuncture etc.

#### 4.1.4 DENTAL EXPENSE

We will indemnify the Insured Person, in respect of the necessary Dental Expenses incurred overseas due to sudden acute pain to one or more teeth, first sustained or contracted whilst on Insured Trip and requires immediate medical attention for getting relief from such pain up to the limits stated in Policy Schedule/Certificate of Insurance.

##### Specific Exclusions applicable to Benefit-4.1.4 Dental Expense:

We shall be under no liability to make payment in respect of:

- i. Any routine dental examination
- ii. Any Pre-existing ailment or disease
- iii. Dentures including dental crowns, inlays and on lays
- iv. Dental Expense that goes beyond treatment for pain relief as well as prophylactic Dental Expense including plaque removal.
- v. Corrective treatment incurred due to previously fitted dental

implants, bridge, caps prior to Policy inception date.

vi. Any cosmetic Dental Expense.

#### 4.2 OPTIONAL COVERS

The covers listed below are optional covers and are available to the Insured Persons, on payment of additional premium, subject to below mentioned terms, conditions, and exclusions.

##### 4.2.1 PRE-EXISTING DISEASE COVER (IN-PATIENT HOSPITALIZATION AND DAY CARE TREATMENT)

- i. This cover is an extension to Benefit-4.1.1 Medical Expenses-Accident & Sickness. We shall indemnify the Insured Person for Pre-Existing Illness/injury and its related complications up to the limits specified in Policy Schedule/Certificate of Insurance.
- ii. Any claim(s) paid under this cover shall reduce the Sum Insured under Benefit-4.1.1 Medical Expenses- Accident & Sickness.

##### 4.2.2 HOSPITAL DAILY CASH

If We have accepted a claim under Benefit-4.1.1 Medical Expenses-Accident & Sickness, then We shall pay the Insured Person an amount equal to the Daily Cash amount specified in the Policy Schedule/Certificate per day of Hospitalization, provided,

- i. The Daily Cash amount shall be payable for each 24 hours of continuous and completed Hospitalization as In-Patient Treatment.
- ii. The amount under this benefit shall be payable maximum up to 7 days during the Policy Period.
- iii. Time Deductible: If the Hospitalization is for less than a continuous and consecutive period of 24 hours, no amount shall be payable under this benefit. If the Hospitalization extends beyond a continuous and consecutive period of 24 hours, the payment under this benefit shall be made from the first day of Hospitalization.
- iv. Time Deductible shall be applicable on each and every In-Patient Treatment claim reported under the Policy.

##### 4.2.3 PERSONAL ACCIDENT INCLUDING DISAPPEARANCE

- i. Death: If the Insured Person, sustains an injury, from an Accident, whilst on Insured Trip, during the Policy Period and if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of death of the Insured Person, then we shall be liable to pay 100% of Sum Insured to Nominee /Legal Heir/Assignee as stated in the Policy Schedule/Certificate of Insurance.
- ii. Permanent Total Disability: If the Insured Person, sustains an injury, from an Accident, whilst on Insured Trip, during the Policy Period and if such injury shall within twelve calendar months of its occurrence be the sole and direct cause of Permanent Total Disablement of the nature specified below, then we shall be liable to pay 100% of Sum Insured to the Insured Person as specified in the Policy Schedule/Certificate of Insurance.
  - a. Total and irrecoverable loss of sight of both eyes or
  - b. Physical separation or loss of use of both hands or feet or
  - c. Physical separation or loss of use of one hand and one foot or
  - d. loss of sight of one eye and Physical separation or loss of use of hand or foot

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

**Note:**

1. Disappearance: In the event of Insured Disappearance, if such claim payment has been made and if after the payment of claim, it is found that the Insured Person has survived the Accident, then the Insured Person has to refund the payment back to Us in consideration of the obligatory guarantee as provided during the claim.
2. The claim under this benefit shall be payable either under Death or Permanent Total Disablement.
3. If we become liable to make payment under Death / Permanent Total Disability due to Accidental bodily injury, then this insurance will cease as far as the Insured is concerned.

**4.2.4 ACCIDENTAL DEATH & DISMEMBERMENT (COMMON CARRIER)**

We shall also pay the Nominee /Legal Heir/Assignee up to the limits, as specified in the Policy Schedule/Certificate of Insurance in respect of an Accident occurring during the Insured Trip and resulting in death within twelve calendar months from the date of the Accident, where the Accident was caused while riding in or on, boarding or alighting from any Common Carrier as a fare-paying passenger (but not as a pilot, operator or member of the crew).

Specific Exclusions applicable to Benefit- 4.2.3-Personal Accident including Disappearance and Benefit-4.2.4-Accidental Death & Dismemberment (Common Carrier)

We shall not be liable to make any payments under this Policy in respect of:

- i. Any claim for death or disablement of Insured Person
  - a. from intentional self-injury unless in self-defence or to save life, suicide or attempted suicide;
  - b. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury / Accident though under influence of intoxication.
  - c. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world.
 

[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine;]
  - d. arising or resulting from the Insured Person committing any breach of law with criminal intent.
- ii. Any claim for death or disablement of Insured Person due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing

or scuba diving, hand gliding, sky diving, deep-sea diving.

- iii. Any claim resulting or arising from, or any consequential loss directly or indirectly caused by or contributed to or arising from:

- a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or from any nuclear waste from combustion (including any self-sustaining process of nuclear fission) of nuclear fuel.
- b) Nuclear weapons material
- c) The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- d) Nuclear, chemical, and biological terrorism

- iv. Any loss arising out of the Insured Person's actual or attempted commission of or wilful participation in an illegal act or any violation or attempted violation of the law.

**4.2.5 ADVENTURE SPORTS COVER**

We shall pay to the Insured Person, compensation under Benefits 4.1.1- Medical Expenses- Accident & Sickness, Benefit 4.1.4 Dental Expense and Benefit 4.2.2- Hospital Daily Cash mentioned under this Policy, for any Injury sustained by the Insured Person during the Policy Period as a result of the Insured's participation in the below Adventure Sports (including for the purpose of pilgrimage); provided that the claim meets all other terms and conditions mentioned under these benefits.

- i. Zip Lining
- ii. Bungee Jumping
- iii. Parasailing
- iv. Water Scooter rides
- v. Speed Boat rides (not as a operator)
- vi. Rafting
- vii. Scuba Diving
- viii. Snorkeling
- ix. Trekking
- x. Biking including Cycling and Motor Biking
- xi. Hot Air Ballooning (Tethered)
- xii. All-Terrain Vehicle tours.
- xiii. Personal Light Electric Vehicle (Segway/PLEV) tours
- xiv. River Canoeing/Kayaking

**Specific Exclusions applicable to Benefit- 4.2.5 Adventure Sports Cover**

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

- i. Participation in any Adventure Sports whilst being under influence of Alcohol or any other narcotic drugs or abuse of prescription drugs or any hallucinates.
- ii. Whilst being under any medication or treatment which slows down response and alertness or makes the Insured Person unfit for participating in such sports
- iii. Participation against Medical Advice or against the

advice of the professional instructor or any representative of the Adventure Sport Centre or Organiser.

- iv. Insured Person going against instructions, guidelines or rules of participation issued by the Adventure Sport Centre or Organiser
- v. Any participation in a semi-professional or professional capacity.
- vi. Participation in any other Adventure Sports not listed under the above list.
- vii. If the Insured is suffering from a Pre-Existing Injury that limits their participation in the selected Adventure Sports
- viii. Regardless of the Age definition (refer Entry Age under General Conditions), Insured is aged above 55 year or if the Insured is less than 14 years.
- ix. If the Insured is already pregnant as on the date when the Insured undertook participation
- x. If there is a public weather advice or prevailing weather conditions which are not suitable for undertaking participation in such activities.
- xi. Participation in any Adventure Sports within 2 weeks or before the end of recouping period as per the advice by the attending Physician, whichever is maximum.
- xii. Participation in any water-based Adventure Sports without knowledge of swimming by the Insured.
- xiii. Participation in any Adventure Sports which is undertaken without direct supervision of a professionally trained guide for that specific Adventure Sports.
- xiv. Participation in any Adventure Sports which is undertaken at a Centre or under an Organiser who do not have required certifications as per the rules of the prevailing Jurisdiction or internationally accepted norms.
- xv. If the purpose of Insured Trip is to undertake Adventure Sports activity or obtain training for Adventure Sports activity, or more than 50% of Policy Period is spent undertaking the Adventure Sports activity.
- xvi. Participation in the Adventure Sports after local sunset at the Destination City.

#### Special Conditions applicable to Benefit 4.2.5 Adventure Sports

We shall make any payment under this benefit on adherence of below conditions

Sr.no	Activity	Conditions
1	Zip Lining	1) The participants must wear helmet and prescribed Personal Protection Equipment consisting of rock-climbing sit harness, Additional Chest Harness with two-point attachment to the safety systems conforming to the Union International de Alpine Association (UIAA) or EN/Conformité Européenne (CE) standards or ISI

Sr.no	Activity	Conditions
		2) Only zip liners with arrival Speed lesser than 50 KpH or 31 miles per hour are covered under this Policy. 3) Only zip line courses having lesser than 20% of the course distance over a water body like river, lake is covered under this Policy. 4) The course should be designed and operated in confirmation to European Standards EN15567-1: 2015
2	Bungee Jumping	1) Bungee Jumping operations are carried out in conformation to the AS/NZS 5848:2000 guidelines or its equivalent, if any, issued by government in the destination city Jurisdiction. 2) Participation during night times (after local sunset) or low visibility conditions are not covered.
3	Parasailing	1) Parasailing wing and Harness must have been certified by reputed organisation like the APCUL (Association des Constructeurs de Parapente Ultra Legers), DHV (Deutscher Hangegleiter Verband), CEN (European Committee for Standardization) or any certification recognised by FAI (Fédération Aéronautique Internationale). 2) Parasail drivers / instructors to be certified in Power Boat Handling from recognised organisation like the Royal Yachting Association or its equivalent and in First Aid / Cardiopulmonary resuscitation (CPR) techniques from appropriate recognised organisation 3) Participation during night times (after local sunset) or low visibility conditions are not covered.
4	Water Scooter rides or Personal Watercraft	1) The instructors to be certified in Power Boat Handling from recognised organisation like the Royal Yachting Association or its equivalent and in First Aid / Cardiopulmonary resuscitation (CPR) techniques from appropriate recognised organization. 2) Equipment was to be certified by reputed institutions like the APCUL (Association des Constructeurs de Parapente Ultra Legers), DHV (Deutscher Hangegleiter Verband), CEN (European Committee for Standardization) or any certification recognized by FAI (Fédération Aéronautique Internationale). 3) Participation during night times (after local sunset) or low visibility conditions are not covered.

Sr.no	Activity	Conditions
5	Speed Boat rides (not as an operator)	<ol style="list-style-type: none"> <li>1) The instructors to meet the applicable Maritime Standards to operate the type of vessel and the limits they operate in.</li> <li>2) The vessel is also to meet the appropriate Maritime Standards as applicable. The Crew Ratios must also be complied with the applicable Maritime Standards.</li> <li>3) No rides beyond the coastal waters of the destination Jurisdiction would be covered.</li> </ol>
6	Rafting	<ol style="list-style-type: none"> <li>1) Helmet and Lifejackets must be worn by the participants at all times during the rafting activity.</li> <li>2) Rafting activity should be only on area falling under Grade I and Grade II of International Scale of River Difficulty, also known as White Water Scale</li> <li>3) The guide must be certified in First Aid / Cardiopulmonary resuscitation (CPR) techniques from appropriate recognized organization and must be certified as a White-Water Rescue Technician from appropriate institutes.</li> </ol>
7	Scuba Diving	<ol style="list-style-type: none"> <li>1) The Dive Master and the Diving Instructor must be holding requisite qualification from international associations like the PADI, NAUI, CMAS etc.</li> <li>2) Equipment used should be certified by appropriate agencies and of high quality.</li> <li>3) Diving more than 20 meters or within 24 hours before a flight journey are not covered</li> </ol>
8	Snorkeling	<ol style="list-style-type: none"> <li>1) The activity to be undertaken under guidance of experienced and qualified guides / supervisors only. No solo activity is covered.</li> </ol>
9	Trekking	<ol style="list-style-type: none"> <li>1) If mountainous terrain is included, maximum altitude that is covered under this Policy is 5500 meters above the mean sea level. Any climb above 3500 meters of altitude without proper acclimatization is not covered.</li> <li>2) No skiing, rock climbing or pot holing is covered under trekking. Steep paths requiring ropes and chains or similar mountaineering equipment's are not covered.</li> <li>3) Trekking to be undertaken as a part of group and under supervision of a guide qualified to do so under regulations as applicable under the Destination jurisdiction. The guide must be certified in First Aid / Cardiopulmonary resuscitation (CPR) techniques from appropriate recognized organization.</li> </ol>

Sr.no	Activity	Conditions
10	Cycling	<ol style="list-style-type: none"> <li>1) Off road, mountain biking above 3500 meters and professional / semiprofessional racing / rallies is not covered.</li> <li>2) Cycling to be undertaken as a part of group and under supervision of a guide qualified to do so under regulations as applicable under the Destination jurisdiction. The guide must be certified in First Aid / Cardiopulmonary resuscitation (CPR) techniques from an appropriate recognized organization. The minimum group size is 7.</li> <li>3) Maximum distance to be covered per day is 60 Kilometers from the previous starting point. No cycling after the local sunset is covered.</li> <li>4) Helmets and the other prescribed safety equipment's of quality recognized by international agencies like the ISI to be used by the Cyclists.</li> </ol>
11	Motor biking	<ol style="list-style-type: none"> <li>1) Off road, mountain biking above 3500 meters and professional / semiprofessional racing / rallies is not covered.</li> <li>2) Biking expeditions to be undertaken as a part of a group and under supervision of a guide qualified to do so under regulations as applicable under the Destination jurisdiction. The guide must be certified in First Aid / Cardiopulmonary resuscitation (CPR) techniques from an appropriate recognized organization. The minimum group size is 7.</li> <li>3) Maximum distance to be covered per day is 240 Kilometers from the starting point.</li> <li>4) Helmets and the other prescribed safety equipment's of quality recognized by international agencies like the ISI to be used by the Motorcyclists.</li> <li>5) The expedition to be supported by an accompanying logistic truck with first aid, supplies and spares to be accompanying the group at all times.</li> <li>6) Having a driving license applicable for Jurisdiction, Route, and Type of vehicle to be used is compulsory. Knowledge of operating bikes used for the expedition is compulsory.</li> <li>7) Motor bikes used must be suitable and fit for the route planned.</li> <li>8) A local motor insurance and permits to conduct the expedition in the selected route (if any) is compulsorily arranged prior to the trip.</li> </ol>



Sr.no	Activity	Conditions
12	Hot Air Ballooning	1) The Balloon to be operated by a person having Hot Air Balloon Licenses issued by respective Civil Aviation Authority or its equivalents as applicable to the destination city jurisdiction. The minimum experience required is 5 years. 2) The hot air Balloon used for the expedition should have certified as "Airworthy" by respective Civil Aviation Authority. 3) Only tethered hot air ballooning is covered under the Policy.
13	All Terrain Vehicle tours	1) The guide overseeing the operations should have been certified on driving training course either from the European ATV safety institute or the All Terrain Safety Institute. 2) The participants must be wearing prescribed protective equipment's of recommended quality such as (not limited to) helmets, face shields, goggles, protective gloves and footwear and clothing as recommended for the operation of the ATV or quad bikes. 3) The participants must have driving experience of motorbikes or cars for at least 3 years.
14	Personal Light Electric Vehicle (Segway/P LEV) tours	1) The equipment used is of a recognized make like the Segway and is properly maintained as per the requirement laid by the manufacturer. 2) Rides in slopes, loose stones, and mountainous terrain are not covered. 3) The participants must be wearing prescribed protective equipment's of recommended quality such as (not limited to) helmets, footwear and clothing as recommended for the operation of the PLEV.

#### 4.2.6 REINSTATEMENT OF SUM INSURED IN CASE OF ACCIDENTAL HOSPITALISATION

In case a claim is made and accepted by Us under Benefit-4.1.1 Medical Expenses- Accident & Sickness for Injury caused due to Accident, We shall automatically provide an additional Sum Insured equal to the original Sum Insured under Benefit -4.1.1 Medical Expenses- Accident & Sickness" for In-patient Treatment.

##### Specific Conditions applicable to Benefit-4.2.6 Reinstatement of Sum Insured

- The additional Sum Insured shall be provided once in a Policy Period.
- The additional Sum Insured provided shall be utilized only for In-patient claims under Benefit-4.1.1-Medical Expenses-Accident & Sickness

For additional Sum Insured to be made available under this benefit, it is a pre-condition that a claim must have been accepted by Us under Benefit-4.1.1-Medical Expenses-Accident & Sickness

- The additional Sum Insured shall be utilized only after the original Sum Insured has been completely exhausted.
- The total amount payable shall be sum of Benefit-4.1.1. and 4.2.6

##### Specific Exclusions applicable to Reinstatement of Sum Insured

All exclusions as under Benefit-4.1.1 Medical Expenses-Accident & Sickness Including Emergency Medical Evacuation, Transportation and Repatriation of Mortal Remains shall be applicable.

#### 4.2.7 DELAY OF CHECKED-IN BAGGAGE

We will pay up to the limit specified in the Policy Schedule/Certificate of Insurance subject to Deductible for necessary emergency purchase of replacement items in the event that the Insured Person suffers a delay of more than specified time as mentioned in the Policy Schedule/Certificate of Insurance from the scheduled arrival time at the destination for delivery of baggage that has been checked-in by an International Airline for an International outbound flight from the Republic of India.

##### Specific Conditions applicable to Benefit- 4.2.7 Delay of Checked-In Baggage

- A non-delivery certificate must be obtained immediately from the airline which must be submitted to the Insurer / Service Provider in the event of a claim hereunder.
- Proof of purchase must be provided for all items reimbursed under this coverage.

Any payment under this benefit shall be offset against any claim payable under Benefit-4.2.8 Loss of Checked in Baggage.

#### 4.2.8 LOSS OF CHECKED IN BAGGAGE

We will indemnify the value of Checked in Baggage up to the limit specified in the Policy Schedule/Certificate of Insurance in the event of the Insured Person suffering total loss of Checked in Baggage on an Insured Trip.

##### Specific conditions applicable to Benefit-4.2.8 Loss of Checked in Baggage

- In the event of loss of property whilst in the custody of a Common Carrier, a Property Irregularity Report (PIR) must be obtained from the Carrier immediately upon discovering the loss which must be submitted to the Insurer / Service Provider in the event of a claim hereunder.
- Benefits for Baggage Loss will be in excess of any amount paid or payable by the Common Carrier responsible for the loss.
- Benefits for Baggage Loss will be in excess of all other valid and collectible insurance. If at the time of the occurrence of any loss there is other valid and collectible insurance in place, we will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable Deductible
- The maximum value per bag is 50% and per article is 10% in baggage of the total applicable amount stated in the Policy Schedule/Certificate of Insurance

##### Specific Exclusions applicable to Benefit-4.2.8 Loss of Checked in Baggage

- i. Accompanied or cabin luggage.
- ii. Partial destruction of baggage or contents missing from the baggage.
- iii. No partial loss or damage shall become payable. However, total loss or damage of an individual unit (s) of baggage shall not be construed as falling within this exclusion.
- iv. No claim will be paid for items valued more than US \$ 100 without proof of ownership. Such proof shall be presented to the Insurer / Service Provider in the event of a claim hereunder.
- v. No claim will be paid for Valuables as defined. Such items should always be carried by the Insured Person and not packed as part of Checked in Baggage.
- vi. Any recovery from a carrier or an airline including under the terms of the Warsaw Convention, shall become the property of the Insurer.
- vii. Any loss of Your baggage sent in advance or souvenirs and articles mailed or shipped separately.

#### 4.2.9 TRIP DELAY

We shall pay fixed amount to the Insured Person as specified in the Policy Schedule/Certificate of Insurance if the Insured's Aircraft is delayed for more than the specified consecutive hours and the Insured Person is unable or prevented from leaving for or from India.

The Deductible in respect of this benefit shall be applicable on each and every claim made and shall be of an amount as specified in the Policy Schedule/Certificate of Insurance.

##### Specific Exclusions applicable to Benefit 4.2.9 Trip Delay

- i. for any departure which is delayed as a result of the Insured Person or any other person who is to travel with him failing to check-in correctly as required by the airlines.
- ii. for any delayed departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked
- iii. if the aircraft is taken out of service on the instructions of the Civil Aviation Authority or similar authority
- iv. Delay caused by Equipment Failure of a Common Carrier.

#### 4.2. 10 MISSED CONNECTION

If the aircraft on which the Insured Person is booked to travel from and to Republic of India is delayed beyond specified hours than the original scheduled arrival time at the destination of the connecting flight resulting in the Insured Person missing the connecting flight, We will pay for personal accommodation and/or travel charges to be incurred by the Insured Person towards missed connection, up to the limit specified in the Policy Schedule.

##### Specific Conditions applicable to Benefit 4.2.10 Missed Connection

- i. Scheduled time difference between the two connecting flights must be more than specified hours.
- ii. In the case of Missed Connection where liability of the missed connection has been accepted by Airlines and arranged an alternate transport and/or accommodation, our liability in such case will be restricted to 10% of Sum Insured opted under this benefit.
- iii. In case of Annual Multi Trip, the cover under this benefit is limited to two Trips during the Policy Period

##### Specific Exclusions applicable to Benefit 4.2.10 Missed Connection

1. Caused by strike or industrial action known to exist or was anticipated at the time the trip was booked.
2. If the aircraft is taken out of service on the instructions of the Civil Aviation Authority or similar authority
3. Caused by Equipment Failure of a Common Carrier or Inclement Weather

#### 4.2.11 TRIP CANCELLATION DUE TO HOSPITALIZATION

If an Insured Trip, is cancelled due to a covered reason (arise within 15 days prior to Policy Period Start Date), then We shall indemnify the Insured Person for the forfeited, non-refundable prepaid payments for travel and accommodation, made prior to the start of the originally Scheduled Insured Trip, up to the Sum Insured specified in the Policy Schedule/Certificate of Insurance.

##### Trip Cancellation Due to following reasons

- i. Unforeseen death of the Insured
- ii. Unforeseen death of Insured Person's Immediate Family Member or Travelling Companion
- iii. The Insured Person(s) or Travelling Companion or Immediate Family Member being Hospitalized for a Medical Emergency for a minimum of 3 days within 15 days prior to the Policy Period Start Date whichever is earlier, provided that the Insured Person(s) shall be certified by the Physician as medically unfit to undertake the planned trip covered under the scope of this Policy. The Injury or Illness shall not be arising out of any Pre-Existing disease.

##### Specific Exclusions applicable to Benefit-4.2.11 Trip Cancellation Due to Hospitalization

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

- i. Aircraft-caused delays, including an announced, organized sanctioned union labour strike that affects public transportation, unless the commencement of the period of insurance is prior to a date when the strike is foreseeable. A strike is foreseeable on such date as when the labour union members vote to approve a strike, and such information becomes available to general public.
- ii. Travel arrangements cancelled or changed by an airline, cruise line, or tour operator.
- iii. Changes in plans by the Insured Person(s), an Immediate Family Member or Travelling Companion for any reason other than listed in this benefit.
- iv. Adverse change in financial circumstances of the Insured Person(s), any Immediate Family Member, or a Travelling Companion.
- v. Any business or contractual obligations of the Insured Person(s), any Immediate Family Member, or a Travelling Companion,
- vi. Default by the person, agency, or tour operator/Master Policyholder from whom the Insured Person(s) bought this Policy and/or made travel arrangements.
- vii. Any government regulation or prohibition.
- viii. An event or circumstance, which occurs prior to the Policy Period Start Date, except where specifically listed as covered under this benefit.
- ix. On account of a felonious assault, where the Insured / Insured Person, any Family Member of the Insured / Insured Person, the Travelling Companion or Travelling Companion's Family Member has been a principal or accessory in the assault committed.
- x. Cost for Visa fees.

#### 4.2.12 TRIP CANCELLATION FOR ANY REASON

If an Insured Trip, is cancelled due to any reason not otherwise excluded, then We will indemnify the Insured Person for the forfeited, non-refundable prepaid payments for travel and accommodation, made prior to the start of the originally Scheduled Insured Trip, up to the limits specified in the **Policy Schedule/Certificate of Insurance provided,**

- i. this insurance coverage is purchased for the full cost of all non-refundable prepaid Insured Trip arrangements
- ii. Insured Person cancels the Insured Trip no less than specified hours (as specified in the Policy Schedule/Certificate of Insurance) prior to the Scheduled start of the Insured Trip
- iii. Deductible specified under Policy Schedule/Certificate of Insurance shall be applicable on each and every claim made under this benefit.

##### **Specific Exclusions applicable to Benefit-4.2.12 Trip Cancellation For Any Reason**

We shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured Person for: i. Cost for Visa fees.

##### **Note:**

The Insured Person can opt either Benefit-4.2.11 Trip Cancellation due to Hospitalisation or Benefit-4.2.12 Trip Cancellation for any reason under the Policy.

#### 4.2.13 TRIP INTERRUPTION

##### **Trip interruption can refer to:**

- Curtailment or Shortening of the original Insured Trip for which the Policy was bought, such that the Insured Person(s) is (are) forced to return to India earlier than specified in the main Travel Ticket, due to reasons mentioned below. We shall pay the travel expenses for the lowest economy flight ticket from Destination Country to India and hotel accommodation expenses incurred abroad by Insured Person(s) for such Curtailment.
- Alteration or Change in Itinerary of the original Insured Trip for which the Policy was bought, such that the Insured Person(s) is (are) forced to change (modify route or destination or extend the travel date) their confirmed and pre-paid stay and travel in Destination Country as specified in the main Travel Ticket, due to reasons mentioned below. We shall reimburse the travel expenses for the lowest economy flight ticket to the next planned country or India as per Main Travel Ticket, hotel accommodation expenses and Reasonable additional Expenses incurred by Insured Person(s) for such Alteration.
  - i. Due to unforeseen death of Immediate Family Member or Travelling Companion. Insured can only claim Curtailment under this reason, Alteration shall not be payable.
  - ii. Due to Natural Disaster in the Destination Country which has prevented from continuing with the scheduled trip
  - iii. Due to Inclement Weather in Destination Country or India or next destination country which has prevented from continuing with the scheduled trip.
  - iv. The booked accommodation in India by the Insured Person for purposes of stay during the Insured Trip being made uninhabitable by fire, flood, vandalism, burglary, or natural disaster.
  - v. If the Insured Person(s) is unable to continue the Insured Trip due to Illness / injury of self or Travelling Companion prior to the departure date, which necessitated Hospitalization for

minimum of 24 hours, for which a claim is payable under Benefit 4.1.1 Medical Expenses-Accident & Sickness, provided that Injury or Illness must be so disabling and certified by the Physician as to reasonably cause a trip to be interrupted.

- vi. Where the Insured was victim of any crime during the Insured Trip, causing or threatening grievous physical injury and necessitating curtailment of the trip.
- vii. Where Insured elects to curtail the Insured Trip following Hijack of Common Carrier and where We have necessarily approved a claim under Cover.
- viii. Where the Insured is under quarantine as required by a Public decree by announcement/order by the Government of Destination Country;
- ix. Where a Common Carrier has refused travel on booked ticket as the Insured has contracted a contagious disease, We shall pay reasonable accommodation charges, subject to Sum Insured, until such time that the Insured is eligible to travel back to India. The disease must be certified by the attending Medical Practitioner, and a communication of refusal to this effect received from the Common Carrier shall be submitted for claim approval.
- x. Where bankruptcy of Common Carrier or Hotel has occurred, causing cancellation of confirmed and pre-paid tickets or accommodation where the provider is unable to provide any alternate booking or compensation for such cancellation.

##### **Specific Conditions applicable to Benefit 4.2.13 Trip Interruption**

- i. However, the benefit payable will not exceed the cost of economy airfare less any refunds (including cancellation refund from Main Travel Ticket) paid or payable and taken by the most direct route This coverage is effective if the incident occurs during the Policy Period mentioned in the Policy Schedule/Certificate of Insurance and only in case, where the Insured were unaware of any circumstances that could lead to disruption, Curtailment or Alteration of Insured Trip at the time of purchasing this insurance Policy.
- ii. In the event that a Trip Delay and Trip Interruption are both caused together, the higher of the two benefits shall become payable.
- iii. In case the Airlines arrange an alternate transport and/or accommodation, our liability in such case shall be reduced to the extent of amount paid by the Common Carrier but limited to limit specified in the Policy Schedule/Certificate of Insurance.
- iv. The total amount paid under this benefit will be subject to the Sum Insured mentioned for the benefit in the Policy Schedule/ Certificate of Insurance.
- v. The Deductible in respect of this benefit will be applicable if any and shall be of an amount as specified in the Policy Schedule/Certificate of Insurance.

##### **Specific Exclusions applicable to Benefit 4.2.13 Trip Interruption**

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

- i. Aircraft-caused delays, including an announced, organized sanctioned union labour strike that affects public transportation, unless the commencement of the period of

insurance is prior to a date when the strike is foreseeable. A strike is foreseeable on the date the labour union members vote to approve a strike.

- ii. Travel arrangements cancelled or changed by an airline, cruise line, or tour operator.
- iii. Changes in plans by the Insured Person(s), an Immediate Family Member or Travelling Companion for any reason.
- iv. Adverse change in financial circumstances of the Insured Person(s), any Family Member, or a Travelling Companion.
- v. Any business or contractual obligations of the Insured Person(s), any Family Member, or a Travelling Companion.
- vi. Default by the person, agency, tour operator or Master Policyholder from whom the Insured Person(s) bought this Policy and/or made travel arrangements.
- vii. Any government regulation or prohibition.
- viii. An event or circumstance, which occurs prior to the commencement of the period of insurance.
- ix. On account of a felonious assault, where the Insured, any Family Member of the Insured, the Travelling Companion or Travelling Companion's Family Member has been a principal or accessory in the assault committed.

#### 4.2.14 BOUNCED BOOKINGS OF AIRLINES AND HOTEL

We will indemnify the actual additional expenses/ cost incurred by the Insured Person up to the limit specified in the Policy Schedule/Certificate of Insurance for alternative flight arrangements or for alternative accommodation in the event of the confirmed flight reservation for any part of the Insured Trip within the Policy Period bouncing at the sole instance of the Common Carrier or bouncing of the confirmed accommodation booking at place of stay being part of the Insured Trip solely at the instance of the accommodation provider where such bouncing or cancellation is due to overbooking, and involuntary on part of the Insured.

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

The reimbursement under this benefit will not exceed the Sum Insured as specified in the Policy Schedule. The Deductible in respect of this benefit will be applicable for each separate Claim and shall be of an amount as specified in the Policy Schedule/Certificate of Insurance.

#### Special Conditions applicable to Bounced Booking of Airline and Hotel

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

be remitted to Us to the extent of the amount of claim admitted and paid by Us to the Insured Person.

#### Specific Exclusions applicable to Benefit 4.2.14 Bounced Booking of Airline and Hotel

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

- i. If the Insured shall fail to adhere to the rules of the Common Carrier or the accommodation provider in connection with reconfirmation of the booking before the date of travel or occupation as the case may be.
- ii. In connection with any waitlisted travel booking or accommodation booking irrespective of whether such bookings have been promised to be confirmed later.
- iii. If the confirmed accommodation shall be a personal arrangement free of charge.
- iv. Where the alternative arrangements for either the travel or the accommodation is provided by the Common Carrier or the accommodation provider as the case may be within 6 hours from the time of departure of the travel covered by the bounced booking or the time commencement of stay covered by the earlier confirmed accommodation booking.
- v. Any air tickets / hotel bookings which are allotted to Airline staff / hotel staff or under any special travel industry employee scheme.

#### 4.2.15 HIJACK DISTRESS ALLOWANCE

We will pay an allowance for every 24-hour period to the Insured Person, in the event of Hijack of a Common Carrier in which the Insured Person is travelling on the Insured Trip during Policy Period.

Our liability under this benefit is limited to the maximum amount and maximum no. of days as specified in the Policy Period/Certificate of Insurance.

#### 4.2.16 LOSS OF PASSPORT

In the event of the Insured Person losing his/her Passport during the Insured Trip, we will indemnify the Insured Person up to the limit specified in the Policy Schedule/Certificate of Insurance for the reimbursement of actual expenses necessarily and reasonably incurred by the Insured Person in connection with obtaining emergency travel documents in lieu of lost Passport, outside India.

#### Specific Exclusions applicable to Benefit 4.2.16 Loss of Passport

- i. Loss or damage to Insured's passport because of the confiscation or detention by customs, police or any other authority
- ii. Loss which is not reported to the appropriate police authority within 24 hours of the discovery of the loss, and in respect of which an official report has not been obtained.
- iii. Loss caused because of Insured's negligence.
- iv. Cost of VISA
- v. Legal costs and expenses incurred in pursuit of any claim against Us, our Assistance or our agents, someone Insured were travelling with, a person related to insured, or another Insured.

#### 4.2.17 LOSS OF INTERNATIONAL DRIVING LICENSE

In the event of loss of International Driving License/ temporary permit, We will pay expenses necessarily incurred by Insured Person in obtaining a duplicate International Driving License subject to maximum of Sum Insured

specified in Policy Schedule/ Certificate of Insurance.

#### **Specific Conditions applicable to Benefit 4.2.17 Loss of International Driving License**

- i. Insured must provide receipts for all related costs incurred.
- ii. The Driving License should have been issued in the India or the country of which the Insured Person holds a passport or citizenship.

#### **Specific Exclusions applicable to Benefit 4.2.17 Loss of International Driving License**

- i. Loss or damage to International Driving License because of the confiscation or detention by customs, police or any other authority
- ii. Loss which is not reported to the appropriate police authority within 24 hours of the discovery of the loss, and in respect of which an official report has not been obtained.
- iii. Loss caused due to negligence.
- iv. Legal costs and expenses incurred in pursuit of any claim against us, our Assistance or our agents, someone Insured were travelling with, a person related to insured, or another Insured.

#### **4.2.18 UP-GRADATION TO BUSINESS CLASS**

We will compensate the Insured the reasonable expenses incurred in respect of the Insured's Up-gradation to a business class air ticket, by the most direct route from the place of Hospitalization of the Insured to India, if such upgrade from economy class is necessitated by Medical Emergency suffered by the Insured during the Insured Trip.

#### **Specific Conditions applicable to Benefit 4.2.18 Up-gradation to Business Class**

- i. For a claim to be payable under this benefit, it is a pre-condition that In-Patient Treatment claim must have been accepted by Us under Benefit 4.1.1 Medical Expenses-Accident & Sickness Including Benefit 4.1.2 Emergency Medical Evacuation and Transportation and Benefit 4.1.3 Repatriation of Mortal Remains.
- ii. The Insured must be Hospitalized for Medical Emergency for a period of 5 consecutive days or more during the Insured Trip to be eligible for this benefit. Up-gradation of Travel Ticket is necessitated by this medical condition and recommended.
- iii. If the Insured's main Travel Ticket can be up-graded from economy class to business class, Our maximum liability under this benefits shall be limited to the difference in cost between the economy class main Travel Ticket and business class air ticket; and
- iv. If the Insured's economy class main Travel Ticket cannot be up-graded then the Our maximum liability under this benefit shall be limited to the cost of cancellation and the difference between the cost of the new business class ticket and the refund amount received from the cancelled economy class main Travel Ticket.
- v. We are not liable to make any payment under these Benefit if the Insured was originally booked to return to India on a business class main Travel Ticket
- vi. Where We have approved a claim under any other cover of this Policy, for compensation of the same transportation, Insured shall not be eligible to claim again under this cover.

#### **4.2.19 COMPASSIONATE VISIT**

In the event the Insured Person is Hospitalized for more than

number of continuous and consecutive days as specified in the Policy Schedule/Certificate of Insurance, and his/her medical condition forbids repatriation and no adult Family Member or adult Travelling Companion is present, then We will indemnify actual cost of to and fro economy class ticket for one family member via Common Carrier.

#### **Specific Conditions applicable to Benefit 4.2.19 Compassionate Visit:**

- i. This benefit shall be provided only if treating physician has advised necessity of the attendance of a family Member and upon our satisfaction on the reason provided.
- ii. A round trip economy class air ticket, to allow one Family Member, during the entire Policy Period, to be at his /her aid for the duration of stay in the Hospital;
- iii. Expenses towards accommodation of the family member during such compassionate visit.
- iv. This benefit is available once in Policy Period.

#### **4.2.20 RETURN OF MINOR CHILDREN**

In the event of Accidental Injury or Sickness requiring Insured Persons Hospitalisation for more than continuous and consecutive number of days as specified in the Policy Schedule/ Certificate of Insurance or Accidental Death during the Trip Duration, We shall indemnify up to the Sum Insured as specified in the Policy Schedule/ Certificate of Insurance for

- i. the actual travel expenses excluding refund received on scheduled departure tickets to return minor child (or children) to India
- ii. In addition to this the Policy will also indemnify actual to and fro travel expenses for a relative to accompany minor children to India or Services of escort to accompany minor child (or children) to India.
- iii. Our maximum liability under this benefit is limited to Sum Insured specified in the Policy Schedule/Certificate of Insurance.

#### **Specific Conditions applicable to Benefit 4.2.20 Return of Minor Children**

- i. We will pay for Economy class travel expenses by the most economic route via Common Carrier for maximum two minor children aged up to 15 years.
- ii. This coverage shall be provided if Insured is the only companion of the minor child (or children),
- iii. The minor child (or children) is/ are not able to return on the scheduled date due to Insureds Hospitalization.
- iv. This benefit will be extended up to 75 days from Expiry Date of Policy Period if insured continue to be Hospitalised as In-Patient beyond Expiry Date of Policy Period.
- v. This benefit is available once in Policy Period.

#### **4.2.21 POLITICAL RISK AND CATASTROPHE EVACUATION**

We will pay to Insured, up to the limit specified in the Policy Schedule/ Certificate of Insurance, compensation towards the cost of either:

- i. Travel expenses for returning to India, up to the cost of an economy class air ticket or
- ii. Travel expenses to reach the nearest place of safety up to the cost of an economy class air ticket, and reasonable accommodation expenses, as incurred, up to a maximum liability mentioned in the Policy Schedule if, during the Insured Trip:

- a. Officials in the current Destination Country, recommend that certain categories of persons, which include the Insured, should leave the country.
- b. Insured is expelled from or declared persona non grata in the current Destination Country, or
- c. A Natural Catastrophe has occurred in the current Destination Country, necessitating his immediate evacuation to avoid risk of personal Injury or Illness to himself

#### **Specific Exclusions applicable to Benefit 4.2.21 Political Risk and Catastrophe Evacuation**

This benefit does not cover any other loss, directly or indirectly, in whole or in part, including loss caused by or resulting from:

- i. Insured violating the laws or regulations of the Destination Country from which he is to be evacuated.
- ii. Failure to produce or maintain immigration, work, residence, or similar visas, permits or other documentation.
- iii. Failure to honour any contractual obligation or bond or to obey any conditions in a license.
- iv. Insured being a national of the country from which he is to be evacuated.
- v. Claims arising out of an event which is already existing and known to the Insured, or reasonably predictable before Insured's arrival to the Destination Country where the event takes place.
- vi. Where the Insured has travelled against the travel advisory issued by a public authority especially but not limited to the WHO, United Nations, the Government of India, or the Government/Public Authority of the Destination Country.
- vii. Any expenses that the Insured can get back from any tour operator, airline, hotel or other provider of services.
- viii. Any claim resulting from the Insured travelling against the advice of the appropriate national or local authority.

#### **4.2.22 PERSONAL LIABILITY**

We will indemnify the Insured Person, in the event the Insured Person becomes legally liable to Third Party under the laws applicable in the Jurisdiction/ destination mentioned as the Insured Trip for an incident which results in Accidental bodily injury to Third Parties or Accidental damage to Third Party Properties, provided the incident occurs during the Policy Period and whilst being on a Insured Trip.

Our liability under this benefit is limited to Sum Insured specified in the Policy Schedule/Certificate of Insurance.

#### **Specific Conditions applicable to Benefit 4.2.22 Personal Liability**

- i. No claims shall be paid arising from Employers or Contractual Liability.
- ii. No claims shall be paid arising from liability to any member of the Insured Person's family, Travelling Companion.
- iii. No claims shall be paid for any liability arising directly or indirectly from or due to:
  - a. any wilful, malicious or unlawful act
  - b. pursuit of a trade, business or profession, employment or occupation:
  - c. ownership, possession or use of vehicles, aircraft, watercraft, parachuting, handgliding, hot air ballooning or use of firearms.
  - d. legal costs of any proceedings that result from any criminal or illegal act;

- e. insanity, the use of any alcohol, drugs, (except as medically prescribed) or drug addiction;
- f. the supply of goods or services;
- g. any form of ownership or occupation of land or building (other than occupation only of any temporary residence).
- h. Animals belonging to the Insured Person or in their care, custody or control

#### **Specific Exclusions applicable to Benefit 4.2.22 Personal Liability**

- i. Insured liability towards his/her employees (whether under a contract of or for services);
- ii. Bodily Injury to and/or Property Damage to property belonging to the Insured Family or Travelling Companion.
- iii. Any liability for Bodily Injury and/or Property Damage arising directly or indirectly from or due to:
- iv. Livestock belonging to Insured or in Insured's care, custody or control.
- v. Any wilful, malicious, criminal, or unlawful act, error, or omission.
- vi. The pursuit of any trade, business of profession, employment or occupation.
- vii. ownership, possession or use of vehicles, aircraft or aerial devices, or watercraft or hovercraft.
- viii. Due to insured being involved in any other dangerous or hazardous activity.
- ix. Use or misuse of alcohol, any hallucinogenic substance, drugs (except those used as medically prescribed), or drug addiction.
- x. Supply of goods or services.
- xi. Any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- xii. Any professional liability arising out of insured professional activities.

#### **4.2.23 BAIL BOND INSURANCE**

If Insured Person is arrested for any inadvertent law breaking during Insured Trip, then We will pay an amount as specified in the Policy Schedule/Certificate of Insurance towards the bail amount for release.

#### **Specific Exclusions applicable to Benefit 4.2.23 Bail Bond Insurance**

We shall not be liable

- i. for any bail amount where Insured Person has been charged for breaking the law with Criminal Intent
- ii. for any bail amount where Insured Person has been charged for over speeding in a vehicle.

#### **4.2.24 HOME BURGLARY (HOME IN INDIA)**

We will indemnify the Insured Person for claims made in respect of loss of or damage to contents of the Insured Person's home in India (located at the address mentioned in the Policy Schedule/ Certificate of Insurance) caused by actual or attempted Burglary and/or Robbery during the Policy Period. The cover starts from the date of departure of the Insured Person from the India and ends on the expiry date or date of return to India, whichever is earlier. Our liability will be subject to the maximum limit specified in the Policy Schedule/ Certificate of Insurance.

#### **Specific Exclusions applicable to Benefit 4.2.24 Home Burglary (Home in India)**

No indemnity is available hereunder for any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:

- i. Deductible of INR 10000 of each and every claim amount subject to a minimum of INR 10,000 unless specifically revised and altered by the Us and mentioned in the Policy Schedule/Certificate of Insurance.
- ii. Any loss or damage covered and/or recoverable under other Sections of this Policy.
- iii. Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities.
- iv. Earthquake, flood, storm, cyclone or other convulsions of nature or atmospheric disturbances.
- v. Any consequential losses of any kind, be they by way of loss of profit, business interruption, market loss or otherwise, and any other legal liability of any kind.
- vi. Loss or damage to any property/item illegally acquired, kept, stored or property subject to forfeiture in any manner whatsoever
- vii. Loss or damage caused by theft.
- viii. Loss or damage to Valuables.
- ix. Any loss or damage to, or on account of loss of, livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, ATM debit or credit cards, precious stones that are not part of jewellery or ornaments, gold bullion (unless previously specifically declared to, and accepted by Us in writing)

#### 4.2.25 FIRE COVER FOR BUILDING (HOME IN INDIA)

We shall pay compensation for any Loss, Destruction or Damage sustained by the Insured, if the property(building) which is the Insured's Residence (in India), while it is unoccupied, is, in whole or part, destroyed or damaged during the Policy Period by any of the below listed perils/events.

- i. Fire: Excluding Loss, Destruction or Damage caused to the property insured by:
  - Its own fermentation, natural heating or spontaneous combustion.
  - Its undergoing any heating or drying process.
  - Burning of property by order of any Public Authority.
- ii. Lightning
- iii. Explosion/ Implosion: Excluding Loss, Destruction or Damage:
  - To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/ implosion.
  - Caused by centrifugal forces.
- iv. Aircraft Damage: Loss, Destruction or Damage caused by Aircraft, other aerial or space devices and articles dropped therefrom, excluding Loss, Destruction or Damage caused by pressure waves.
- v. Riot, Strike and Malicious Damage: Loss of, or visible physical Damage or Destruction by external violent means, directly caused to the property insured. This excludes Loss, Destruction or Damage caused by

- Total or partial cessation of work, or the retardation, interruption or cessation of any process or operations or omissions of any kind
- Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind by any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.

**Note:** We alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the Insured.

#### Terrorism Damage Exclusion Warranty

This Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act, or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

- vi. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation
- vii. Impact Damage: Loss of, or visible physical Destruction or Damage caused to the property due to impact by any Rail/Road vehicle or animal by direct contact not belonging to or owned by
  - The Insured or any occupier of the premises or
  - Their employees while acting in the course of their employment
- viii. Subsidence and Landslide including Rock slide: Loss, Destruction or Damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding:
  - The normal cracking, settlement or bedding down of new structures
  - The settlement or movement of made-up ground
  - Coastal or river erosion
  - Defective design or workmanship or use of defective materials
  - Demolition, construction, structural alterations or repair

of any property of ground works or excavations.

- ix. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- x. Missile Testing operations
- xi. Leakage from Automatic Sprinkler Installations: Excluding Loss, Destruction or Damage caused by
  - Repairs or alterations to the buildings or premises.
  - Repairs, Removal or Extension of the Sprinkler Installation.
  - Defects in construction known to the Insured.
- xii. Bush Fire: Excluding loss destruction or damage caused by Forest Fire. Provided that the liability of the Company shall in no case exceed:
  - in respect of each item, the limit specified in the Policy Schedule to be Insured thereon or
  - in the whole the total Sum Insured specified in the Policy Schedule
- xiii. Earthquake (Fire and Shock): Loss, Destruction or Damage (including loss or damage by fire) to the property insured under this Policy, occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting there from
 

**Note:** In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

**Specific Conditions applicable to Benefit 4.2.25 Fire Cover for Building (Home in India)**

  - i. For the purpose of this benefit, Insured's Residence shall mean the Residence as mentioned in the Policy Schedule/Certificate of Insurance as the Residential Address, which is also owned and occupied (except during the Policy Period) by the Insured Person.
  - ii. The compensation under this benefit shall be calculated basis the market value (after depreciation) at the time of loss, of the property lost or damaged (in part or full), or the cost of reinstating such property to the state immediately before occurrence of the loss, whichever is lower.
 

We may at our discretion, choose to:

    - o reinstate structural damage
    - o or repair, replace or reinstate contents of such property or any part thereof, as payment under this benefit.
  - iii. This Benefit shall be voidable in event of misrepresentation, mis-description or nondisclosure of any material information.
  - iv. All insurances under this Benefit shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part. Provided such a fall or displacement is not caused by insured perils, Loss, Destruction or Damage by which is covered by this Benefit or would be covered if such building, range of buildings or structure were insured under this Benefit. Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.
- v. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any Loss, Destruction or Damage, obtains the sanction of the Company signified by endorsement upon the Benefit by or on behalf of the Company
- vi. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building Insured or containing the Insured property be changed in such a way as to increase the risk of Loss, Destruction or Damage by insured perils.
  - If the interest in the property passes from the Insured otherwise than by a Will or
  - operation of law.
- vii. This insurance does not cover any Loss, Destruction or Damage to property which, at the time of the occurrence of such Loss, Destruction or Damage, is insured by or would, but for the existence of this Policy, be insured by any marine Policy or policies except in respect of any excess beyond the amount which would have been payable under the marine Policy or policies had this insurance not been effected.
- viii. On the occurrence of any Loss, Destruction or Damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the Loss, Destruction or Damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - A claim in writing for the Loss, Destruction or Damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the Loss, Destruction or Damage thereto respectively, having regard to their value at the time of the Loss, Destruction or Damage not including profit of any kind.
  - Particulars of all other insurances, if any The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/ external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the Loss, Destruction or Damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith. No claim under this Benefit shall be payable unless the terms of this condition have been complied with.
- ix. On the occurrence of Loss, Destruction or Damage to any of the Property by this Policy, the Company may
  - Enter and take and keep possession of the building or premises where the Loss, Destruction or Damage has happened.
  - Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the Loss, Destruction or Damage.
  - Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - Sell any such property or dispose off the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by