

# Individual Travel Policy Wordings

## PREAMBLE

ICICI Lombard General Insurance Company Limited ("the Company"), having received a Proposal and the premium from the Proposer named in the Part I of the Schedule referred to herein below, and the said Proposal and Declaration together with any statement, report or other document leading to the issue of this Policy and referred to therein having been accepted and agreed to by the Company and the Proposer as the basis of this contract do, by this Policy agree, in consideration of and subject to the due receipt of the subsequent premiums, as set out in the Schedule with all its Parts, and further, subject to the terms and conditions contained in this Policy, as set out in the Schedule with all its Parts that on proof to the satisfaction of the Company of the compensation having become payable as set out in Part I of the Schedule to the title of the said person or persons claiming payment or upon the happening of an event upon which one or more benefits become payable under this Policy, the Capital Sum Insured/ appropriate benefit will be paid by the Company.

## PART II OF THE SCHEDULE

### DEFINITIONS

For the purposes of this policy, the terms specified below shall have the meaning set forth:

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

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

**"Burglary"** means an act involving the unauthorized or forcible entry to or exit from the Insured's home or attempted threat with the intent to commit an act of crime therein.

**"Checked-In Baggage"** means the baggage handed over by the Insured and accepted by a Common carrier for transportation in the same carrier in which the Insured is or would be traveling and for which the Common carrier has issued a baggage receipt to the Insured.

**"Company"** means the ICICI Lombard General Insurance Company Limited.

**"Common Carrier"** means any commercial airline or ship or vessel operating under a license from the relevant authority for the transportation of passengers and cargo for hire.

**"Deductible excess"** means the amount of expenses to be incurred by the Insured before the compensation under the Cover shall become payable and shall not be reimbursed by the Company.

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

**"Family"** means the Insured, his/her lawful spouse below the age of 60 years and maximum of four (4) dependent children (including step children and adopted children) below the age of 18 years.

**"Felony Assault"** means an act of violence against the Insured or a Traveling Companion requiring medical treatment in a Hospital.

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

**"Hospital"** means any institution established for indoor care and treatment of sickness 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, a place for drug-addicts or place of alcoholics, a hotel or any other like place.

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

**"Inclement Weather"** means any severe, catastrophic weather conditions, which delays the scheduled arrival or departure of a common carrier. This does not include normal, seasonal climatic/weather changes.

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

**"Insured"** means the individual(s) whose name specifically appears as such in Part I of the Schedule to this Policy.

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

**"Period of Insurance"** with reference to the Multi Trip policy shall mean the period from Commencement of Insurance cover to the End of the insurance cover or full utilization of the maximum insured number of travel days as mentioned in Part I of the Schedule to the Policy, whichever is earlier. "Period of insurance" with reference to the Single Trip policy shall mean the period from Commencement of Insurance cover to the End of the insurance cover or actual trip duration, whichever is less.

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

**"Policy"** means Insured's proposal, the schedule, Company's covering letter to the Insured and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.

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

**"Reasonable Additional Expenses"** means any expenses for meals and lodging which are necessarily incurred by the Insured as the result of a Trip Interruption or Trip Delay and does not include meals and lodging provided by the Common Carrier or any other party free of charge.

**"Reasonable and Necessary Expenses"** means the expenses necessarily and reasonably incurred by the Insured in the geographic area where the service is received. In no event will the Reasonable and Necessary Expenses exceed the charges prevalent in the relevant geographic area where the services are availed.

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

**"Service Provider"** means any person, organisation or institution providing services to the insured for an Insurable event.

**“Strike”** means a stoppage of work (a) announced, organized and sanctioned by a labor union and (b) which interferes with the normal departure and arrival of a Common Carrier. Included in the definition of Strike is work slowdowns, lockouts and sickouts.

**“Sum Insured”** means the maximum amount of coverage, as specified in Part I of the Schedule to this Policy, that the Insured is entitled to in respect of each benefit and as applicable under this Policy.

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

**“Third Party Administrator”** means such person or persons as may be by the company from time to time to provide assistance to the Insured in terms of this policy.

**“Travel Agent”** means the Travel Agent, tour operator, or other entity from which the Insured purchases his/her Insurance Policy or travel arrangements, and includes all officers, employees, and affiliates of the Travel Agent or tour operator.

**“Traveling Companion”** means an individual or individuals traveling with the Insured during the Policy period, provided that, the Insured and such individual(s) are traveling to the same destination on the same dates and such individual(s) is/are also insured under the ICICI Lombard Overseas Travel Insurance Policy. For the purpose of this definition, any individual(s) forming part of a group traveling on a tour arranged by a Travel Agent or a tour leader is not considered as Traveling Companion, unless the individual(s) is part of the family of the Insured as defined herein.

**“Trip”** means journey out of the Republic of India and back. Multi Trip shall mean two or more Trips to a destination outside of the Republic of India during the policy period. Single Trip shall mean one Trip to a destination outside of the Republic of India during the policy period, the details of which are specified in Part I of the Schedule to this Policy.

**“Trip Duration”** means the length of time period commencing from the date when the Insured travels out of the Republic of India and ending on the date of return of the Insured to the Republic of India, both days inclusive and calculated according to Indian Standard Time (IST).

**“Valuables”** means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewelry, furs and articles made of precious stones and metals.

## **SCOPE OF COVER**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured a sum as compensation for any loss or damage as described under different sections hereunder but not exceeding the Sum Insured as specified in Part I of the Schedule to the Policy.

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

The Company shall compensate the Insured for expenses incurred for availing immediate medical assistance required on account of any illness or injury sustained or contracted whilst on a Trip abroad but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

**What it covers?**

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 1- MEDICAL EXPENSES COVER**

The Company will pay or reimburse the following costs to the Insured, if the Insured contracts any illness or sustains any injury during the Policy period:

**Medical Expenses**

Costs incurred for necessary medical treatment undergone during the Trip abroad less the deductible excess stated in the Schedule. For the purpose of this Benefit, 'treatment' shall be deemed to include only the following:

1. Out patient treatment, provided, the same is critical and cannot be deferred till the insured's return to the Republic of India.
2. In patient treatment in a local hospital at the place the Insured is staying at the time of occurrence of an insurable event or at the nearest hospital.
3. Medical aid that is prescribed by a Physician as necessary part of the treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids)
4. Radiotherapy, heat therapy or photo therapy and other such treatment prescribed by a Physician
5. X-Ray, diagnostic test, provided these pertain to the diagnosed diseases due to which hospitalization was deemed necessary
6. Cost of transportation, including necessary medical care en-route, by recognized emergency service providers for medical attention at the nearest hospital or at the nearest Physician
7. Cost of being transferred to a special clinic if this is medically necessary and prescribed as such by a Physician
8. Life saving unforeseen emergency measures, or measures solely designed to relieve acute pain, provided to the Insured by the Physician for Disease/accident arising out of a pre-existing condition. The treatment for these emergency measures would be paid till the insured becomes medically stable or is relieved from acute pain. All further medical cost to maintain medically stable state or to prevent the onset of acute pain would have borne by the Insured.

**Also Covers**

**BENEFIT 1- MEDICAL EXPENSES COVER SHALL ALSO PROVIDE THE FOLLOWING BENEFIT**

**Transportation :**

1. Any extra costs of medically necessary and prescribed transportation from the foreign country to the Republic of India provided that
  - a. Extra costs in the event of transportation are arising as a consequence of the insurable event and;
  - b. In the opinion of the Third Party Administrator, the Insured is capable of being transported to India.
2. Additional costs of accompanying person(s), if it is medically necessary that the Insured be accompanied to the Republic of India.

**Balance Period of Policy + 30 days :**

If the Third Party Administrator advises that the continued treatment in the Republic of India is appropriate, then the Company will pay the medical expenses incurred in India for the same illness/ injury contracted abroad following the transportation to India, for a maximum period of 30 days from the date of return to the Republic of India, provided that the illness / injury is sustained or contracted within the Period of Insurance during the Trip abroad.

**Repatriation Of Remains :**

This benefit is included under the Medical Expenses Cover and is not a separate benefit. In the event of the death of the Insured due to an insurable event in terms of this Policy, the Company shall compensate for the costs of transporting the remains of the deceased Insured back to the Republic of India or, up to an equivalent amount, for a local burial or cremation in the country where the death occurred, subject to the maximum limit as specified in the Schedule to this Policy.

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

**Daily Allowance In Case Of Hospitalization :**

This benefit is included under the Medical Expenses Cover and is not a separate benefit. In the event of hospitalization of the Insured for more than 2 consecutive days due to an illness or injury sustained or contracted within the period of insurance whilst on the trip abroad, a daily allowance will be reimbursed to the Insured as specified in Part I of the Schedule.

The maximum benefit payable under this cover is US\$25 per day for maximum of 5 consecutive days. This benefit can be claimed only once during the Policy period.

**Special Conditions****TERMS AND CONDITIONS APPLICABLE TO BENEFIT 1 MEDICAL EXPENSES COVER**

1. For policies with medical expenses sum insured over US\$ 100,000, the limit of liability of the company will be restricted to US\$ 100,000 per sickness, disease or accident sustained or contracted within the period of insurance whilst on the trip abroad, that may lead to one or more medical expenses and/or hospitalization expenses.
2. For persons aged 56 years and above, the maximum eligible medical expenses per sickness, disease or accident sustained or contracted within the period of insurance whilst on the trip abroad, that may lead to one or more medical expenses and/or hospitalization expenses are as follows, irrespective of the plan/option purchased. These limits are further restricted to the maximum sum insured specified in part 1 of the schedule.
  - a. Hospital Room and board, and hospital misc. expenses – maximum US\$ 1,600 per day up to 30 days.
  - b. Intensive Care Unit - maximum US\$ 3,000 per day up to 7 days.
  - c. Surgical treatment – maximum up to US\$ 12,000
  - d. Anaesthetist services – up to 25% of surgical treatment.
  - e. Physician's visit – maximum US\$ 75 per day up to 10 visits.
  - f. Diagnostic and pre-admission testing – maximum US\$ 750.
  - g. Ambulance services – maximum US\$ 500.

**What it does not cover?****EXCLUSIONS APPLICABLE TO BENEFIT 1 - HEALTH COVER**

1. The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of :
2. Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
3. Any Pre-existing Condition
4. Treatment, which could reasonably be delayed until the Insured'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 Physicians and qualified personnel from the Third Party Administrator, as the case may be.
5. Treatment of orthopedic, degenerative, oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve any acute pain.
6. Charges in excess of reasonable and customary charges incurred on account of an Insurable event as per the determination by the Third Party Administrator, as the case may be.
7. Any costs incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve acute pain.
8. Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner)
9. Any costs incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
10. Any costs related to mental or psychiatric disorders.
11. Pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's or the child's life in the event of acute complications, provided that the Insured has not completed the age of 38 years and 30th week of the pregnancy is not yet completed.
12. Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy.
13. Any medical check-ups during pregnancy or treatment of the pregnancy
14. Rehabilitation and/or physiotherapy or the costs of prostheses/ prosthetics (artificial limbs) etc.
15. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

## **BENEFIT 2 - DENTAL TREATMENT**

### **What it covers?**

The Company shall compensate the Insured for expenses incurred on acute anesthetic treatment of a natural tooth or teeth during a Trip abroad but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

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

## **EXCLUSIONS APPLICABLE TO BENEFIT 2 - DENTAL TREATMENT**

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

1. Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
2. Any Pre-existing Condition.
3. Treatment, which could reasonably be delayed until the Insured'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 physicians and qualified personnel from the Third Party Administrator, as the case may be.
4. Treatment of orthopedic, degenerative or oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve any acute pain.
5. For charges in excess of reasonable and customary charges as per the determination by the Third Party Administrator, as the case may be.
6. Any costs incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to relieve acute pain.
7. Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner).
8. Any costs incurred in connection with rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
9. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

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

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

The Company shall compensate the Insured for the total loss of checked-in baggage on the trip abroad. The payment for this benefit will be limited to the travel destinations specified in the main travel ticket from the Republic of India and return trip back to India during the trip abroad. All halts and via destinations included in this main travel ticket will also be considered for payment under this benefit. The compensation will not exceed the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

#### **Conditions**

### **TERMS AND CONDITIONS APPLICABLE TO BENEFIT 3 - TOTAL LOSS OF CHECKED IN BAGGAGE**

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

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

2. In the event that the Company makes any payment or reimbursement under this benefit, it is a condition of such payment that any recovery from any Common carrier by the Insured, or on behalf of the Insured, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.

**What it does not cover?**

**EXCLUSIONS APPLICABLE TO BENEFIT 3 - TOTAL LOSS OF CHECKED IN BAGGAGE**

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

1. Valuables and money, all kinds of securities and tickets/passes or any other item not declared to, and agreed to by, the Company.
2. Loss of property unless a Property Irregularity Report or other report usually issued by carriers in the event of loss of checked-in baggage has been procured and submitted to the Company
3. Any partial loss of the items contained within the checked-in baggage.
4. Items contained within the checked-in baggage, which are valued in excess of US \$ 100 without appropriate proof of ownership.
5. Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
6. Loss due to complete/partial damage of the checked-in baggage.
7. Any checked-in baggage loss in the Republic of India.
8. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

**BENEFIT 4 - DELAY OF CHECKED IN BAGGAGE**

**What it covers ?**

The Company shall compensate the Insured for the temporary delay of checked-in baggage being transported during a Trip abroad. The payment for this benefit will be limited to the travel destinations specified in the main travel ticket from India and return trip back to India during the trip abroad. All halts and via destinations included in this main travel ticket will also be considered for payment under this benefit. The compensation will not exceed the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

**Conditions**

**TERMS AND CONDITIONS APPLICABLE TO BENEFIT 4 - DELAY OF CHECKED IN BAGGAGE**

1. The Company will pay for costs of necessary emergency purchases of toiletries, medication and clothing in the event of the Insured suffering temporary delay of his/her checked-in baggage while being transported during the Trip, provided that :
  - a. The delay of checked-in baggage is more than 12 hours from the actual arrival time of the Common carrier at the destination and relates to delivery of baggage that has been checked in by the Common carrier.

- b. Insured provides the Company with written proof of delay from the Common carrier.
- c. Insured provides the Company with the receipts for the necessary emergency purchases of toiletries, medication and clothing that he/she needed to buy.

**Important Note :** In the event that claim(s) is submitted for total loss of checked-in baggage as well as temporary delay of checked-in baggage, the higher of the claim(s) shall be payable by the Company in respect of the same item(s) of checked-in baggage during any one Period of Insurance.

2. In the event that the Company makes any payment or reimbursement under this benefit, it is a condition of such payment that any recovery from any carrier by the Insured, or on behalf of the Insured, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.

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

#### **EXCLUSIONS APPLICABLE TO BENEFIT 4 - DELAY OF CHECKED IN BAGGAGE**

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

1. Valuables and money, all kinds of securities and tickets/passes or any other item(s) not declared to, and agreed to by, the Company.
2. Loss of property unless a Property Irregularity Report or other report usually issued by carriers in the event of loss of checked-in baggage has been procured and submitted to the Company.
3. Any partial loss of the items contained within the checked-in baggage.
4. Items contained within the checked-in baggage, which are valued in excess of US \$ 100 without appropriate proof of ownership.
5. Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
6. Loss due to complete/partial damage of the checked- in baggage
7. Any checked-in baggage delay on the inbound sector to the Republic of India.
8. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 5 - LOSS OF PASSPORT**

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

The Company shall compensate the Insured for the loss of passport during a Trip abroad but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto. In the event that the passport belonging to the Insured is lost, the Company will reimburse the Insured for actual expenses necessarily and reasonably incurred in connection with obtaining a duplicate or fresh passport.

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

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

#### **EXCLUSIONS APPLICABLE TO BENEFIT 5 - LOSS OF PASSPORT**

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

1. Loss of the passport due to delay or confiscation or detention by the customs, police or public authorities.
2. Loss of the passport due to theft unless it has been reported to the police authorities within 24 hours of the Insured becoming aware of the theft and a written police report being obtained in that regard.
3. Loss of the passport due to it being left unattended or forgotten by the Insured in a public place or public transport.
4. Loss or theft of the passport from a private place or from a private vehicle, unless it was located in a locked hotel room, apartment or locked vehicle, and forcible and violent entry was used to gain access to it.
5. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

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

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

The Company will compensate the Insured in the event the Insured becomes legally liable to a third party under statutory liability provisions in private law for an incident which results in death, injury or damage to the health of such third party or damage to his/her properties, but not exceeding the Sum Insured specified in Part I of the Schedule to this Policy and provided the incident occurs during the Period of Insurance and whilst on a Trip abroad.

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

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

#### **EXCLUSIONS APPLICABLE TO BENEFIT 6- PERSONAL LIABILITY**

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

1. Any claim arising from Insured's contractual liability or through promises made by the Insured.
2. Any claim of personal liability of the Insured towards his/her family, relations and traveling companions, whether personal or official.
3. Any claim resulting from transmission of an illness or disease by the Insured.
4. Any claim or damage resulting from professional activities involving the Insured.
5. Any claim for liability arising directly or indirectly from or due to:
  - a. The possession of animals, birds, reptiles, insects, etc. and their byproducts like skin, hair, feathers, horns, fur, ivory, bones, eggs, etc.
  - b. The ownership or possession of vehicles, aircrafts, water crafts, or activities of the Insured involving parachuting, hang-gliding, hot air ballooning or use of firearms.
  - c. Any willful, malicious or unlawful act.
  - d. Insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
  - e. Any supply of goods or services on the part of the Insured.

- f. Any ownership or occupation of land or buildings other than the occupation of any temporary residence.
- g. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **Conditions**

#### **TERMS AND CONDITION(S) APPLICABLE TO BENEFIT 6- PERSONAL LIABILITY**

1. The Company shall be responsible for contesting unjustified claims against the Insured and providing indemnity for damages, which the Insured has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the Company or under a judicial decision rendered by a court of law.
2. If there is a legal action in process against the Insured over a personal liability issue, the Company may conduct the legal action, including appointment of legal counsel, at the Company's expense in the name of the Insured at the Company's sole discretion.
3. The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim, the Company may relinquish the same.
4. In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have otherwise been had it not exercised its rights under this condition.

#### **BENEFIT 7 - PERSONAL ACCIDENT**

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

The Company shall compensate the Insured for personal accident suffered during a Trip abroad but not exceeding the Sum Insured for the coverage as specified in Part I of the Schedule hereto.

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

##### **An 'accident' is considered to have occurred :**

1. If the Insured suffers involuntary damage to his/her person as a result of an event that suddenly acts on his/her body from outside.
2. If due to excessive exertion, a joint is dislocated or muscles, ligaments or tendons are strained or torn.

### **Conditions**

#### **TERMS & CONDITIONS APPLICABLE TO BENEFIT 7 - PERSONAL ACCIDENT**

If the Insured meets with an accident, which leads to death or disablement of the Insured, the Company will provide insurance coverage to the Insured in the following manner:

##### **1. Death of Insured :**

If following an accident while on the trip abroad that causes death of the Insured within one year from the date of accident, the Company will pay to the nominee of the Insured, an amount as compensation subject to the maximum sum insured specified in Part I of the Schedule to the Policy.

**2. Permanent Disablement of the Insured :**

If following an accident while on the trip abroad which caused permanent impairment of the Insured's mental or physical capabilities, the Company will pay the benefits as provided in the Table of Benefits below depending upon the degree of disablement provided that :

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

**Benefits**

**TABLE OF BENEFITS :**

**Benefits (expressed in percentage of Sum Insured)**

1.	Death	100
2.	Loss or Inability to function of	
a.	An arm at the shoulder joint	70
b.	An arm to a point above the elbow joint	65
c.	An arm below the elbow joint	60
d.	A hand at the wrist	55
e.	A thumb	20
f.	An index finger	10
g.	Any other finger	5
h.	A leg above the center of the femur	70
i.	A leg up to a joint below the femur	65
j.	A leg to a point below the knee	50
k.	A leg up to the center of the tibia	45
l.	A foot at the ankle	40
m.	A big toe	5
n.	Some other toe	2
o.	An eye	50
p.	Hearing in one ear	30
q.	Sense of smell	10
r.	Sense of taste	5

**What it does not cover?**

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

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

1. Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.

2. Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
3. Any payment under this Benefit whereby the Company's liability would exceed the sum payable in the event of death.
4. Any other claim after a claim for death has been admitted by the Company and becomes payable.
5. Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
6. Any claim arising out of an accident related to pregnancy or childbirth, venereal disease or infirmity.
7. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

### **Special Conditions**

#### **SPECIAL CONDITIONS APPLICABLE TO BENEFIT 7 - PERSONAL ACCIDENT**

1. In the event of partial loss or impairment of the function of one of the above parts of the body or senses, the appropriate proportion of the percentage stated in the Table of Benefits will be considered for payment.
2. If the accident impairs a number of physical or mental functions, the degree of disablement given in the Table of Benefits will be added together, but the amount payable shall not exceed 100% of the Sum Insured specified in Part I of the Schedule to this Policy.
3. If the accident affects parts of the body or senses whose loss or inability to function is not dealt with above, the governing factor in determining the benefit amount in such a case will be the degree to which the normal physical or mental capabilities are impaired, solely from a medical point of view, as ascertained by the Third Party Administrator.
4. If the accident affects any physical or mental function, which was already impaired beforehand, a deduction will be made equal in amount for this prior disablement.
5. If the Insured dies for a reason unconnected with the accident within a year of the accident for whatever reason, and if a claim for disablement payment had arisen, then the payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.
6. In the event of permanent disablement, the Insured will be under obligation :
  - a. To have himself/herself examined by doctors appointed by the Company/ the Third Party Administrator and the Company will pay the costs involved thereof.
  - b. To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required.If the above obligations are not met with due to whatsoever reason, the Company shall be relieved of its liability to pay.

#### **BENEFIT 8 - HIJACK DISTRESS ALLOWANCE**

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

The Company shall pay to the Insured, compensation in the event of hijack of a common carrier in which the Insured is traveling on a Trip abroad, but not exceeding the Sum Insured for the coverage as specified in Part I of the Schedule hereto.

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

#### **Conditions**

#### **TERMS & CONDITIONS APPLICABLE TO BENEFIT 8 - HIJACK DISTRESS ALLOWANCE**

In the event that the common carrier in which the Insured is traveling is hijacked on the Trip abroad during the Period of Insurance and the Insured's journey is interrupted or disrupted for more than twelve (12) hours, then the Company will pay the Indian Rupee equivalent of US \$ 125 for each day of delay caused to the Insured, subject to a maximum amount of Sum Insured specified in Part I of the Schedule hereto.

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

#### **EXCLUSIONS APPLICABLE TO BENEFIT 8 - HIJACK DISTRESS ALLOWANCE**

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

1. The first twelve (12) hours of the hijacking.
2. Any incident where the Insured is suspected to be either the principal or an accessory in the hijacking.
3. Any claim as a consequence of a change in the regular routes of travel / journey of the common carrier due to traffic, weather, fuel shortage, technical snag or security reasons.
4. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 9 - FINANCIAL EMERGENCY ASSISTANCE**

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

The Company shall compensate the Insured in the event of a financial emergency arising due to theft, mugging, robbery, dacoity of the funds of the Insured, but the compensation shall not exceed the maximum Sum Insured as specified in Part I of the Schedule to this Policy.

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

For the purpose of this benefit, 'financial emergency' shall mean a situation wherein the Insured loses all or a substantial amount of his/her travel funds due to theft, robbery, mugging or dacoity, such that there is a detrimental effect on his/her travel plans. The Company shall have the sole discretion to determine whether a 'financial emergency' has occurred in any instance.

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

#### **EXCLUSIONS APPLICABLE TO BENEFIT 9 - FINANCIAL EMERGENCY ASSISTANCE**

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

1. A shortage or loss of funds due to currency fluctuation, errors, omissions, exchange, loss or depreciation in value.

2. Any loss not reported to the police authorities having jurisdiction at the place of loss within 24 hours of the occurrence of the incident and a written report being obtained for the same.
3. Any claim in respect of a loss of traveler's cheques not immediately reported to the local branches or agents of the issuing authority.
4. Loss of funds not kept in the personal custody of the Insured.
5. Any reimbursement under Financial Emergency Assistance is excluded if the claim is put up after arrival of the Insured to the Republic of India.
6. Any exclusion mentioned in the 'General Exclusions' section of this Policy.

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

### **What it covers ?**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the ICICI Lombard General Insurance Company Limited (hereinafter called the Company) the full premium mentioned in the said schedule, THE COMPANY AGREES, (Subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the Property insured described in the said Schedule or any part of such Property be destroyed or damaged by any of the perils specified hereunder during the period of insurance named in the said schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the Company shall pay to the Insured the value of the Property at the time of the happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof :

#### **1. Fire**

Excluding destruction or damage caused to the property Insured by

- a. Its own fermentation, natural heating or spontaneous combustion.
- b. Its undergoing any heating or drying process.
- c. Burning of property insured by order of any Public Authority.

#### **2. Lightning**

#### **3. Explosion/Implosion**

Excluding loss, destruction of or damage

- a. To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus( in which steam is generated) or their contents resulting from their own explosion/implosion,
- b. Caused by centrifugal forces.

#### **4. Aircraft Damage**

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

#### **5. Riot, Strike and Malicious Damage**

Loss of or visible physical damage or destruction by external violent means directly caused to the property insured but excluding those caused by

- a. Total or partial cessation of work or the retardation or interruption or cessation of any process or operations or omissions of any kind.
- b. Permanent or temporary dispossession resulting from confiscation, commandeering, requisition or destruction by order of the Government or any lawfully constituted Authority.
- c. Permanent or temporary dispossession of any building or plant or unit of machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery or prevention of access to the same.
- d. Burglary, housebreaking, theft, larceny or any such attempt or any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) in any malicious act.
- e. If the Company alleges that the loss/damage is not caused by any malicious act, the burden of proving the contrary shall be upon the insured.

**Terrorism Damage Exclusion Warranty :**

Notwithstanding any provision to the contrary within this insurance it is agreed that this insurance excludes loss, damage cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and / or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear.

The warranty also excludes loss, damage, cost or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to action taken in respect of any act of terrorism.

If the Company alleges that by reason of this exclusion, any loss, damage, cost or expenses is not covered by this insurance the burden of proving the contrary shall be upon the insured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

**6. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation**

Loss, destruction or damage directly caused by Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood or Inundation excluding those resulting from earthquake, Volcanic eruption or other convulsions of nature. (Wherever earthquake cover is given as an "add on cover" the words "excluding those resulting from earthquake " shall stand deleted).

**7. Impact Damage**

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a. The Insured or any occupier of the premises or
- b. Their employees while acting in the course of their employment

**8. Subsidence and Landslide including Rock slide**

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/ Rock slide excluding :

- a. The normal cracking, settlement or bedding down of new structures
  - b. The settlement or movement of made up ground
  - c. Coastal or river erosion
  - d. Defective design or workmanship or use of defective materials
  - e. Demolition, construction, structural alterations or repair of any property of ground works or excavations.
9. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
10. Missile Testing operations
11. Leakage from Automatic Sprinkler Installations  
Excluding loss, destruction or damage caused by
- a. Repairs or alterations to the buildings or premises.
  - b. Repairs, Removal or Extension of the Sprinkler Installation.
  - c. Defects in construction known to the insured.
12. Bush Fire  
Excluding loss destruction or damage caused by Forest Fire.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to be insured thereon or in the whole the total Sum Insured hereby or such other sum or sums as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Company.

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

#### **(A) GENERAL EXCLUSIONS**

1. This Policy does not cover (not applicable to policies covering dwellings)
  - a. The first 5% of each and every claim subject to a minimum of Rs.10,000 in respect of each and every loss arising out of "Act of God perils" such as Lightning, STFI, Subsidence, Landslide and Rock slide covered under the policy
  - b. The first Rs.10,000 for each and every loss arising out of other perils in respect of which the Insured is indemnified by this policyThe Excess shall apply per event per insured.
2. Loss, destruction or damage caused by war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
3. Loss, destruction or damage directly or indirectly caused to the property insured by
  - a. Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. The radio active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

4. Loss, destruction or damage caused to the insured property by pollution or contamination excluding
  - a. Pollution or contamination which itself results from a peril hereby insured against.
  - b. Any peril hereby insured against which itself results from pollution or contamination
5. Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, manuscripts, plans, drawings, securities, obligations or documents of any kind, stamps, coins or paper money, cheques, books of accounts or other business books, computer systems records, explosives unless otherwise expressly stated in the policy.
6. Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
7. Loss, destruction or damage to any electrical machine, apparatus, fixture, or fitting arising from or occasioned by over-running, excessive pressure, short circuiting, arcing, self heating or leakage of electricity from whatever cause (lightning included) provided that this exclusion shall apply only to the particular electrical machine, apparatus, fixture or fitting so affected and not to other machines, apparatus, fixtures or fittings which may be destroyed or damaged by fire so set up.
8. Expenses necessarily incurred on
  - a. Architects, Surveyors and Consulting Engineer's Fees and
  - b. Debris Removal by the Insured following a loss, destruction or damage to the Property insured by an insured peril in excess of 3% and 1% of the claim amount respectively.
9. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
10. Loss or damage by spoilage resulting from the retardation or interruption or cessation of any process or operation caused by operation of any of the perils covered.
11. Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious and Terrorism Damage cover.
12. Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, Volcanic eruption or other convulsions of nature.
13. Loss or damage to property insured if removed to any building or place other than in which it is herein stated to be insured, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

## **Conditions**

### **(B) GENERAL CONDITIONS**

1. THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.

PROVIDED such a fall or displacement is not caused by insured perils, loss or damage by which is covered by this policy or would be covered if such building, range of buildings or structure were Insured under this policy.

Notwithstanding the above, the Company subject to an express notice being given as soon as possible but not later than seven days of any such fall or displacement may

agree to continue the insurance subject to revised rates, terms and conditions as may be decided by it and confirmed in writing to this effect.

3. Under any of the following circumstances the insurance ceases to attach as regards the property affected unless the Insured, before the occurrence of any loss or damage, obtains the sanction of the Company signified by endorsement upon the policy by or on behalf of the Company:-
  - a. If the trade or manufacture carried on be altered, or if the nature of the occupation of or other circumstances affecting the building insured or containing the insured property be changed in such a way as to increase the risk of loss or damage by Insured Perils.
  - b. If the interest in the property passes from the Insured otherwise than by will or operation of law.
4. This insurance does not cover any loss or damage to property which, at the time of the happening of such loss or damage, is insured by or would, but for the existence of this policy, be insured by any marine policy or policies except in respect of any excess beyond the amount which would have been payable under the marine policy or policies had this insurance not been effected.
5. This insurance may be terminated at any time at the request of the Insured, in which case the Company will retain the premium at customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated at the option of the Company, on 15 days' notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation.
6. (i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage, or such further time as the Company may in writing allow in that behalf, deliver to the Company
  - a. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articles or items or property damaged or destroyed, and of the amount of the loss or damage thereto respectively, having regard to their value at the time of the loss or damage not including profit of any kind.
  - b. Particulars of all other insurances, if any

The Insured shall also at all times at his own expense produce, procure and give to the Company all such further particulars, plans, specification books, vouchers, invoices, duplicates or copies thereof, documents, investigation reports (internal/external), proofs and information with respect to the claim and the origin and cause of the loss and the circumstances under which the loss or damage occurred, and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of the claim and of any matters connected therewith.

No claim under this policy shall be payable unless the terms of this condition have been complied with

- (ii) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration; it being expressly agreed and declared that if the Company shall disclaim liability for any claim hereunder and such claim shall not within 12 calendar months from the date of the disclaimer have been made the subject matter of a suit in a court of law then the claim shall

for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.

7. On the happening of loss or damage to any of the property insured by this policy, the Company may
  - a. Enter and take and keep possession of the building or premises where the loss or damage has happened.
  - b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - c. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same.
  - d. Sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the policy, or if any claim is made, until such claim is finally determined or withdrawn, and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company, in the exercise of its powers hereunder, all benefits under this policy shall be forfeited.

The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

8. If the claim be in any respect fraudulent, or if any false declaration be made or used in support thereof or if any fraudulent means or devices are used by the Insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the willful act, or with the connivance of the Insured, all benefits under this policy shall be forfeited.
9. If the Company at its option, reinstate or replace the property damaged or destroyed, or any part thereof, instead of paying the amount of the loss or damage, or join with any other Company or Insurer(s) in so doing, the Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage nor more than the sum insured by the Company thereon. If the Company so elect to reinstate or replace any property the Insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require, and no acts done, or caused to be done, by the Company with a view to reinstate or replace shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insured, because of any municipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite to reinstate or repair such property if the same could lawfully be reinstated to its former condition.

10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby Insured against be collectively of greater value than the sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference and

shall bear a rateable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

11. If at the time of any loss or damage happening to any property hereby insured there be any other subsisting insurance or insurances, whether effected by the Insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contribute more than its rateable proportion of such loss or damage.
12. The Insured shall at the expense of the Company do and concur in doing, and permit to be done, all such acts and things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
13. If any dispute or difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

14. Every notice and other communication to the Company required by these conditions must be written or printed.
15. At all times during the period of insurance of this policy the insurance cover will be maintained to the full extent of the respective sum Insured in consideration of which upon the settlement of any loss under this policy, pro-rata premium for the unexpired period from the date of such loss to the expiry of period of insurance for the amount of such loss shall be payable by the Insured to the Company.

The additional premium referred above shall be deducted from the net claim amount payable under the policy. This continuous cover to the full extent will be available notwithstanding any previous loss for which the company may have paid hereunder and irrespective of the fact whether the additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the Insured subject only to the right of the company for deduction from the claim amount, when settled, of pro-rata premium to be calculated from the date of loss till expiry of the policy.

Notwithstanding what is stated above, the Sum Insured shall stand reduced by the amount of loss in case the Insured immediately on occurrence of the loss exercises his option not to reinstate the sum insured as above.

## **BENEFIT 11 - BURGLARY (HOME CONTENTS)**

### **What it covers?**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the insured a sum as compensation for any loss or damage sustained by the insured caused by burglary and/or attempted burglary, to the contents of insured's dwelling subject to the total liability of the Company for loss or damage due to attempted burglary shall not exceed Rs.15,000/- in any one year irrespective of the number of such incidents or occurrences arising out of such incidents.

The Company shall compensate the Insured for any loss or damage, caused on account of burglary or attempted burglary, to the contents of Insured's premises.

The Company's liability under this section shall be subject to the following :

1. The Company's liability shall be subject to a deductible of an amount as specified in Part I of the Schedule to the Policy, for any and all claims arising in a particular year.
2. The Company's liability under this section shall not exceed the sum insured as specified in Part I of the Schedule to the Policy.
3. Jewellery will be covered as part of contents up to a maximum limit of Rs. 100,000.

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

#### **EXCLUSIONS APPLICABLE TO BENEFIT 11- BURGLARY (HOME CONTENTS)**

The Company shall not be liable to make any payment under this Policy in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of :

1. Loss or damage caused by the Insured's and/or Insured's employee(s) or agents and / or Insured's Family member's direct or indirect involvement in the actual or attempted burglary;
2. Any loss or damage to, or on account of loss of, livestock, motor vehicles, pedal cycles, money, securities for money, stamp, bullion, deeds, bonds, bills of exchange, promissory notes, stock or share certificates, business books, manuscripts, documents of any kind, ATM debit or credit cards, precious stones that are not part of jewellery or ornaments, gold bullion (unless previously specifically declared to, and accepted by, the Company in writing);
3. Loss or damage to any property/item illegally acquired, kept, stored or property subject to forfeiture in any manner whatsoever;

#### **BENEFIT 12 - TRIP CANCELLATION AND INTERRUPTION**

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

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured compensation if a Trip is delayed, canceled, or interrupted due to any of the following unforeseen reasons:

1. Unforeseen Illness, Injury, or death of the Insured or Insured's Family Member. Injury or Illness must be so disabling as to reasonably cause a Trip to be delayed, canceled, or interrupted;
2. Termination of employment or layoff affecting the Insured or the Traveling Companion of the Insured, provided that the Insured or the Traveling Companion, as the case may be, have been employed with the employer for at least five continuous years.
3. Inclement Weather conditions causing delay or cancellation of the Trip;

4. The place intended to be occupied by the Insured for purposes of Insured's stay during the Trip or the Destination being made uninhabitable by fire, flood, vandalism, burglary, or Natural Disaster;
5. The Insured being abducted or quarantined;
6. The insured or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to the departure date, provided that the Insured (including any member of Insured's Family) or the Traveling Companion (including any member of Traveling Companion's Family) is/are not principal or accessory in such Felonious Assault.
7. A Terrorist Incident in a City/destination listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival. "City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace.

Trip Cancellation Benefits: The Insurer will pay this benefit up to the Maximum Limit as specified in Part I of the Schedule for Trips that are delayed or canceled before the scheduled Departure Date. The Company will reimburse for the forfeited, non-refundable prepaid payments, made prior to the insured's Departure Date.

Trip Interruption Benefits : The Company will pay this benefit up to the Maximum Limit as specified in Part I of the Schedule for Trips that have been interrupted or delayed, due to the reasons mentioned above. The Company will reimburse for the forfeited, non-refundable prepaid payments, made prior to the insured's Departure Date and additional transportation expenses incurred by the Insured, either to

1. Return to the Republic of India; or
2. From the place that the Insured left the Trip to the place that the Insured may rejoin the Trip; or
3. Additional transportation expenses incurred by the Insured to reach the original Trip Destination if the Insured is delayed, and leaves after the Trip Departure Date.

However, the benefit payable under (2) and (3) will not exceed the cost of economy airfare by the most direct route, less any refunds paid or payable.

**What it does not cover?**

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

1. Common Carrier-caused delays, including an announced, organized sanctioned union labor 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 labor union members vote to approve a Strike.
2. Travel arrangements canceled or changed by an airline, cruise line, or tour operator, unless the cancellation is the result of bad weather.
3. Changes in plans by the Insured, an Immediate Family Member, or Traveling Companion for any reason.
4. Adverse change in financial circumstances of the Insured, any Family Member, or a Traveling Companion.
5. Any business or contractual obligations of the Insured, any Family Member, or a Traveling Companion, except for termination or layoff of employment as defined above.
6. Default by the person, agency, or tour operator from whom the Insured bought this Policy and made travel arrangements.
7. Any government regulation or prohibition.
8. An event or circumstance, which occurs prior to the commencement of the Period of Insurance.

9. On account of a Felonious Assault, where the Insured, any Family Member of the Insured, the Traveling Companion or Traveling Companion's Family Member has been a principal or accessory in the Assault committed.

### **BENEFIT 13 - MISSED CONNECTIONS**

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

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to pay to the Insured compensation upto the sum insured in the event inclement weather causes cancellation or a delay of all regularly scheduled airline flights on which the insured is or would be traveling, for three to less than twelve hours from the scheduled departure time. The insured will be reimbursed for,

1. Additional transportation costs to join the Trip (must be same class of original tickets purchased).
2. Reasonable accommodations and meals up to \$50 per day.
3. And/or the non-refundable, unused portion of the prepaid expenses as long as the expense is supported by a proof of purchase and is not reimbursable by another source. The Common Carrier must certify the delay of the regularly scheduled airline flight.

The compensation under this cover will not exceed the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

### **BENEFIT 14 - TRAVEL DELAY**

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

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to reimburse the Insured for the Reasonable Additional Expenses incurred by the Insured up to \$100 per day if the Insured's Trip is delayed for more than six hours from the scheduled time until travel becomes possible. Incurred expenses must be accompanied by supporting receipts. This benefit is payable for only one delay per Insured per Trip on account of the following unforeseen reasons:

1. Unforeseen Illness, Injury, or death of an Insured or Family Member of the Insured or the Traveling Companion. Injury or Illness must be so disabling as to reasonably cause a Travel delay;
2. Termination of employment or layoff affecting the Insured or the Traveling Companion of the Insured, provided that the Insured or the Traveling Companion, as the case may be, have been employed with the employer for at least five continuous years.
3. Inclement Weather conditions causing delay. This must be authenticated by a letter from the common carrier;
4. The place intended to be occupied by the Insured for purposes of Insured's stay during the Trip or the Destination being made uninhabitable by fire, flood, vandalism, burglary, or Natural Disaster;
5. The Insured being abducted or quarantined;
6. The Insured or a Traveling Companion being the victim of a Felonious Assault within 10 days prior to the departure date, except where the Insured, any Family Member of the

Insured, the Traveling Companion or Traveling Companion's Family Member has been a principal or accessory in the commission of the Felonious Assault.

7. A Terrorist Incident in a City/destination listed on the Insured's itinerary within 30 days of the Insured's scheduled arrival. "City" means an incorporated municipality having defined borders and does not include the high seas, uninhabited areas or airspace.
8. Delay by the Common Carrier;
9. Lost or stolen passport, travel documents or money;

The compensation under this cover will not exceed the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

## **BENEFIT 15 - BOUNCED BOOKINGS OF HOTEL AND AIRLINES**

### **What it covers?**

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to reimburse the Insured the hotel booking / airline ticket is bounced due to over booking.

To claim this benefit under non-availability of accommodation on account of over booking by the hotels or airlines, the insured should have reconfirmed the booking in advance and should have written proof of the same. Wait listed booking will not be compensated for. The compensation will be reimbursed for reasonable additional cost incurred in staying at a similar hotel or buying a new ticket, less the refund / compensation given by the airline or hotel.

The compensation under this cover will not exceed the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

### **What you need to watch out for?**

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

Without prejudice to anything contained in this Policy, the Company shall not be liable to make any payments in respect of :

1. Any claim relating to events occurring before the commencement of the cover or otherwise outside of the Period of Insurance.
2. Any claim if the Insured
  - a. Is traveling against the advice of a physician.
  - b. Is receiving, or is on a waiting list to receive, specified medical treatment declared in a physician's report or certificate.
  - c. Has received terminal prognosis for a medical condition
  - d. Is taking part in a naval, military or air force operation.
3. Any claim arising out of illnesses or accidents that the Insured has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
4. Any claim arising out of mental disorder, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immuno Deficiency Virus)

and/or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.

5. Illness and accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
6. Any act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
7. Any claim arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from :
  - a. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
  - b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
8. Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and necessary additional premium paid.
9. Pre-existing conditions.

### **What you need to remember?**

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

1. The entire scope of cover applies to sea / cruise travel as well.
2. Minimum age of the insured shall be 6 months and maximum age shall be 70 years.
3. In case of the Insured and Insured's Family being insured ("Family Plan"), the minimum age of the Insured persons shall be 6 months and maximum age shall be 60 years for the parents. Under Family Plan, the maximum persons that may be covered under a Policy shall be 6 inclusive of the Insured and his/her lawful spouse and maximum of four (4) dependant children below the age of 18 years. In case of family plans, the scope of cover applies to each insured member of the family separately.
4. The maximum number of travel days that may be insured, under the policy, shall be 180 days. Provided that the policy may be extended only once beyond the initial period of 180 days during the trip duration by a maximum of additional 180 days at the sole discretion of the Company. Provided further that for an Insured being up to the age of 60 years, the maximum trip duration (including the as provided earlier) shall not exceed 360 days in total, and for an Insured being more than 60 years of age, the maximum trip duration (including the extension as provided earlier) shall not exceed 180 days in total.
5. Policy start date should be on or before the trip start date.
6. Extension of policy during the duration of the Trip can only be done only once at the sole discretion of the Company. The Insured shall submit a declaration letter clearly mentioning the claims filed during the Original policy duration and also that he/she is

unaware of any health condition today which could result in a claim during the extension period. In case a claim has been filed on the original policy duration, then the policy may be extended only if the claim filed for is under the following benefits,

- a. Dental Treatment
- b. Baggage Loss
- c. Baggage Delay
- d. Financial Emergency
- e. Passport Loss
- f. Hijack Distress Allowance
- g. Trip Cancellation & Interruption
- h. Trip Delay
- i. Missed Connection
- j. Bounced Booking of Hotel & Airline

The extension of any policy is at the sole discretion of the company, and they company is not liable to offer any reason to the insured if the policy is not extended.

6. A policy may not be extended if a claim is already filed by the insured. If the insured does not declare the claims filed or the claims that will be filed on the policy for the original policy duration, the extension is deemed to be invalid. No refund of premium will be given. The company will also not be liable to pay any claim filed on these policies.
7. Termination of the policy at a date earlier than the end date can be done only if the insured returns back to the Republic of India earlier than the end date of the policy. Refund of premium for the days between the arrival date and the end date of the policy will only be given if the same are minimum 30. A cancellation charge will be deducted from the refund premium. Premium refunded will be equal to the amount of premium to be paid for the original policy duration, minus the premium to be paid by taking the arrival date as the new end date. No refunds will be given on policies with claims.
8. The premium payable for the extension of the Policy during the Trip duration shall be the premium payable for the overall trip duration (including the extension) less the initial premium already paid.
9. Deductible will be charged for each separate incident reported for claims payment, even though the claim may be registered under the same benefit more than once.
10. For professional and semi-professional sportsmen, the Company may charge an additional premium upto 150%.
11. Policy is applicable for one-way travel also, including immigration travel with the condition that the maximum duration of coverage will be 60 days.
12. The Insured shall take all reasonable precautions to prevent injury, illness and disease in order to minimize claims. Failure to do so will prejudice the Insured's claim under this Policy.
13. The Insured shall provide the Company with the details of the Trip and other information (as may be required by the Company from time to time) about the Insured in advance.

## **CLAIMS**

**What do I do in case of a claim ?**

**14. Claim Procedure :**

- a. The Insured shall immediately contact the Help Line of the Third Party Administrator stating the necessary details. The phone numbers of the Help Line are as follows :

In USA +1 877 352 7706 (Toll Free)

IN Canada +1 877 352 7693 (Toll Free)

From the rest of the World +91 22 6787 2010(Call Back Facility)

In India 1800 209 8889 (Toll Free and Accessible in India only)

Fax +91 22 6734 7888

E-mail [travelclaim@icicilombard.com](mailto:travelclaim@icicilombard.com)

- b. The insured needs to contact the Help Line number while abroad as soon as possible and inform in case the insured is/will be filing of any claim, even if assistance is not required. The company will not be liable to pay any claim that has not been informed by the insured while abroad to the Help Line Number on return back to India.
- c. The Third Party Administrator Help Line Number will verify the identity of the caller by asking information such as mother's maiden name.
- d. In the event of an accident or sudden illness where it is not possible to do so before consulting a Physician or going to the Hospital, the Insured shall contact the Help Line Number as soon as possible. In either case, when being admitted as a patient, the Insured shall show the concerned Physician or personnel this Policy, if requested.
- e. In case of Financial Emergency, the Insured shall immediately contact the Help Line number the Third Party Administrator stating the details given on his/her Insurance Policy along with the police report containing the passport number and a written statement narrating the incident of loss i.e. causes, circumstances and the place. Failure to do so may prejudice the Insured's claim, as the Company's liability will only attach in case of Medical Expenses, Dental Treatment, Repatriation of Mortal Remains and Financial Emergency if these are incurred with the approval of the Third Party Administrator.
- f. In case of Hijacking, the fact of the incident having occurred should be confirmed by the proper police authorities. The police report should contain details such as the passport number of the Insured, the period of hijack, etc. In rare cases, the Company may consider the other supporting documents such as a report issued by the airlines, newspaper reports, TV and other media coverage with regard to the particular hijacking incident.

**How do I get my claim?**

**15. Claims Settlement**

- a. If the procedure stated above is complied with, the Third Party Administrator, as the case may be, will guarantee to the service provider the costs of hospitalisation, transportation for emergency services, transportation home for Insured and any covered accompanying person and financial emergency assistance. All costs will be directly settled by the Third Party Administrator on the Company's behalf and the same shall constitute due discharge of the Company's obligations hereunder.

- b. If the service provider does not accept the guarantee of payment from the Third Party Administrator, the Company cannot be held liable for the same. The cost will then have to be borne by the Insured. These cost will then be reimbursed by the Company / the Third Party Administrator on submission of required documents.
- c. Reimbursement of all claims (except claims under Financial Emergency Assistance) will be made by the Third Party Administrator in Indian Rupees on the insured's return back to the Republic of India, at the exchange rate specified by the Reserve Bank of India, as applicable on the date the amount is billed. Claims under Financial Emergency Assistance shall be settled/arranged directly to the Insured, whilst abroad, by the Third Party Administrator.
- d. Insured with an immigrant visa, going abroad permanently and having declared an immigrant status on the policy will be reimbursed their claims while they are abroad.
- e. In case of fire / burglary loss to the home of the insured whilst on the trip abroad, the loss is to be intimated to the Third Party Administrator in India. The company shall appoint an independent surveyor to assess the loss.

#### **What documents I need to submit ?**

##### **16. Claim Documentation :**

- a. The original ticket / boarding pass or a copy of the passport indicating the travel dates must be submitted with every claim, along with the completed claims form
- b. The original bills and vouchers must be submitted along with all claims.
- c. Bills/vouchers/reports/discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed. The pharmacy bills must clearly show the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/ vouchers/ reports must give the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting should be provided for each one. Deductible will apply for each claim separately.
- d. For reimbursement of the costs of transporting the mortal remains to the Republic of India or of the costs of burial abroad, an official death certificate and a physician's statement giving the cause of death needs to be submitted. Medical statements from relations or spouses will not be accepted. Original bills / receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- e. For reimbursement of extra expenses of transportation of Insured to the Republic of India, a medical statement from a qualified & registered Physician indicating the cause of illness and the necessity of the transportation needs to be submitted. Medical statements from relations or spouses will not be accepted. Original bills / receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- f. In case of loss of checked-in baggage, a Property Irregularity Report or other report usually issued by the carriers in the event of loss of checked-in baggage will need to be submitted with the claims form. A letter from the airline will also

need to be submitted stating the compensation received from them for the lost baggage.

- g. Adequate proof of ownership of items contained within checked-in baggage valued in excess of the Indian Rupee equivalent of US \$ 100 for loss/delay of checked-in baggage will need to be submitted.
- h. Original bills of emergency items purchased, and the property irregularity report or any other such report from the airline stating the date and time of arrival of delayed baggage needs to be submitted in case of checked-in baggage delay claims.
- i. For loss of passport, a Police Report obtained within 24 hours of the Insured Person becoming aware of the theft needs to be submitted. Along with this, bills / receipts of expenses incurred in obtaining a new / fresh passport needs to be submitted.
- j. For Financial Emergency, the original police report filed within 24 hours of becoming aware of the robbery needs to be submitted.
- k. For any claim under Hijacking, the incident should be confirmed by the police. The police report should submitted along with the claim form should contain the details such as the name and passport number of the insured, period of hijacking and details of the hijacking.
- l. For personal liability, proof of judicial decision rendered by a court of law needs to be submitted.
- m. For personal accident, original bills/ vouchers/ reports/ discharge summary that are submitted, must mention the name of the person treated, the cause of accident, details of the individual items of medical treatment provided and the dates of treatment. Post mortem report, if applicable, shall also be submitted.
- n. For claims under trip cancellation and interruption the following documents need to be furnished. Medical reports and doctors statement if trip is cancelled or interrupted due to medical reasons. If due to employment reason, then please termination letter from the company shall be submitted. If due to other insured events, police report confirming the incident shall be submitted. In case the cancellation or interruption is owing to the sickness, injury or death of a traveling companion, the original tickets of the insured and the traveling companion indicating travel to the same destination for the same dates. It should contain the Passport number of the Insured and Period. All the bills / receipts of reasonable additional expenses incurred and/or proof of cancellation charges levied by the carriers shall be submitted.
- o. For claims under travel delay the following documents need to be furnished. Medical reports and doctors' statement, or police report confirming the incident causing the trip delay. In case the delay is owing to the sickness, injury or death of a travelling companion, the original tickets of the insured and the travelling companion indicating travel to the same destination for the same dates. It should contain the Passport number of the Insured and Period. Please also attach all the bills / receipts of reasonable additional expenses incurred.
- p. For claims under missed connection the following documents need to be submitted i.e. confirmation from the airline, clearly mentioning the scheduled arrival time and the actual arrival time. The reason for delay in the flight also needs to be mentioned. All the bills / receipts of reasonable additional expenses incurred shall be submitted to the Company.

- q. For claims under bounced bookings the following documents i.e. letter from the airline or hotel stating that confirmation was done of the booking and was bounced due to over booking shall be submitted. The tariff card / original booking confirmation indicating the cost of stay or travel, the cancellation charge applied and the original bills / receipts for the alternative accommodation / travel that were done shall be submitted.
- r. Any other document(s) that the Company requires from the Insured to process the claim may be asked for. If the Third Party Administrator or the Company request that bills/vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.
- s. Claim documents to be submitted in event of a claim benefit 10 Fire & Allied Perils (Home building and contents) and benefit 11 Burglary (Home contents)
  - i. First Information Report
  - ii. Panchnama
  - iii. Investigation Report by the Police
  - iv. Fire Brigade Report
  - v. Estimate and final bills of repairers
  - vi. Invoices of owned articles, if required by the Company
  - vii. Legal opinion wherever required.
  - viii. And any other document as may be appropriately applicable for the claims preferred under this section of the Policy.

**17. Obligations of the Insured :**

- a. Claims for insurance benefits must be submitted to the Third Party Administrator not later than one (1) month after the completion of the treatment or transportation home, or in the event of death, after transportation of the mortal remains/ burial.
- b. The Insured shall provide the Third Party Administrator on demand any information that is required to determine the occurrence of the Insurable Event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
- c. If requested to do so by the Third Party Administrator, the Insured is obliged to undergo a medical examination by a Physician designated by the Third Party Administrator.
- d. The Third Party Administrator is authorized by the Insured to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's transportation back to the Republic of India.
- e. The Company shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached by the Insured.

**18. Transfer and Set-off of Claims :**

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

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

### **PART III OF SCHEDULE**

#### **STANDARD TERMS AND CONDITIONS**

**1. Incontestability and Duty of Disclosure**

The Policy shall be null and void and no benefit shall be payable in the event of untrue or incorrect statements, misrepresentation, mis-description or on non-disclosure in any material particular in the proposal form, personal statement, declaration and connected documents, or any material information having been withheld, or a claim being fraudulent or any fraudulent means or devices being used by the Insured or any one acting on his behalf to obtain any benefit under this Policy.

**2. Reasonable Care**

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

**3. Observance of terms and conditions**

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

**4. Material change**

The Insured shall immediately notify the Company by fax and in writing of any material change in the risk, and cause at his own expense such additional precautions to be taken as circumstances may require to ensure safe operation of the Insured items or trade or business practices thereby containing the circumstances that may give rise to the claim, and the Company may adjust the scope of cover and / or premium if necessary, accordingly.

**5. Records to be maintained**

The Insured shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured shall within one month after the expiry of the Insurance Policy furnish such information as the Company may require.

**6. No constructive Notice**

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

**7. Notice of charge etc.**

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the

payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

**8. Special Provisions**

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

**9. Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to form part of the Policy and shall be read as if they are specifically incorporated herein; however in case of any inconsistency of any term and condition with the scope of cover contained in Part II of the Schedule, then the term(s) and condition(s) contained herein shall be read mutatis mutandis with the scope of cover/terms and conditions contained in Part II of the Schedule and shall be deemed to be modified accordingly or superseded in case of inconsistency being irreconcilable.

**10. Electronic Transactions**

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

**11. Duties of the Insured on occurrence of loss**

On the occurrence of any loss, within the scope of cover under the Policy the Insured shall:

- a. Forthwith file/submit a Claim Form in accordance with 'Claim Procedure' Clause as provided in Part II of the Schedule.
- b. Allow the Surveyor or any agent of the Company to inspect the lost/damaged properties premises /goods or any other material items, as per 'the Right to Inspect' Clause as provided in this Part.
- c. Assist and not hinder or prevent the Company or any of its agents in pursuance of their duties under 'Rights of the Company On Happening Of Loss Or Damage' Clause as provided in this Part.
- d. Not abandon the insured property/item premises, nor take any steps to rectify/remedy the damage before the same has been approved by the Company or any of its agents or the Surveyor.

If the Insured does not comply with the provisions of this Clause or other obligations cast upon the Insured under this Policy, in terms of the other clauses referred to herein or in terms of the other clauses in any of the Policy documents, all benefits under the Policy shall be forfeited, at the option of the Company.

**12. Rights of the Company on happening of loss or damage**

On the happening of loss or damage, or circumstances that have given rise to a claim under this Policy, the Company may:

- a. Enter and/or take possession of the insured property, where the loss or damage has happened
- b. Take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage
- c. Keep possession of any such property and examine, sort, arrange, remove or otherwise deal with the same; and,
- d. Sell any such property or dispose of the same for account of whom it may concern. The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined or withdrawn. The Company shall not by any act done in the exercise or purported exercise of its powers hereunder incur any liability to the Insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.

If the insured or any person on his behalf shall not comply with the requirement of the Company, or shall hinder or obstruct the Company in the exercise of the powers hereunder, all benefits under the Policy shall be forfeited at the option of the Company.

**13. Right to inspect**

If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured be permitted at all reasonable times to examine into the circumstances of such loss. The Insured shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.

**14. Position after a claim**

The Insured shall not be entitled to abandon any insured item/property whether the Company has taken possession of the same or not. As from the day of receipt of the claim amount by the Insured as determined by the Company to be fit and proper, the Sum Insured for the remainder of the period of Insurance shall stand reduced by the amount of the compensation.

**15. Indemnity**

The Company may at its option, if applicable reinstate, replace or repair the property or premises lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing. The Company shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner. In no case shall the Company be bound to expend more in reinstatement than it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage and in any event not more than the sum Insured thereon.

If in any case the Company shall be unable to reinstate or repair the insured property/item hereby insured, because of any law or other regulations in force affecting insured property or otherwise, the Company shall, in every such case, only be liable to pay such sum as would be requisite under the Policy.

**16. Subrogation**

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

The Insured and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated.

**17. Condition of Average**

If the insured property be collectively of greater value than the Sum Insured thereon, then the Insured shall be considered as being his own insurer for the difference, and shall bear a rateable proportion of the loss or damage accordingly. Every item, if more than one in the Policy, shall be separately subject to this condition.

**18. Contribution**

If at the time of the happening of any loss or damage covered by this Policy, there shall be existing any other insurance of any nature whatsoever covering the same, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage.

**19. Fraudulent claims**

If any claim is in any respect fraudulent, or if any false statement, or declaration is made or used in support thereof, or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf to obtain any benefit under this Policy, or if a claim is made and rejected and no court action or suit is commenced within twelve months after such rejection or, in case of arbitration taking place as provided therein, within twelve (12) calendar months after the Arbitrator or Arbitrators have made their award, all benefits under this Policy shall be forfeited.

**20. Cancellation/termination**

The Company may at any time, cancel this Policy, by giving 7 days notice in writing by Registered post Acknowledgment Due post to the Insured at his last known address in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of the cancellation. The Insured may also give 7 days notice in writing, to the Company, for the cancellation of this Policy, in which case the Company shall from the date of receipt of notice cancel the Policy and retain the premium for the period this Policy has been in force at the Company's short period scales.

**21. Cause of Action/ Currency for payments**

No Claims shall be payable under this Policy unless the cause of action arises in India, unless otherwise specifically provided in Part II of the Schedule to this Policy. All claims shall be payable in India in Indian Rupees only.

**22. Policy Disputes**

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary

to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

**23. Arbitration clause**

If any dispute or difference shall arise as to the quantum to be paid under this Policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties to the dispute/difference, or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators. Arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

**24. Renewal notice**

The Company shall not be bound to accept any renewal premium nor give notice that such is due. Every renewal premium (which shall be paid and accepted in respect of this Policy) shall be so paid and accepted upon the distinct understanding that no alteration has taken place in the facts contained in the proposal or declaration herein before mentioned and that nothing is known to the Insured that may result to enhance the risk of the company under the guarantee hereby given. No renewal receipt shall be valid unless it is on the printed form of the Company and signed by an authorised official of the Company.

**25. Notices**

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

In case of the Insured, at the address specified in Part 1 of the Schedule.

In case of the Company:

ICICI Lombard General Insurance Company Limited Zenith House, Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400 034.

Notice and instructions will be deemed served 7 days after posting or immediately upon receipt in the case of hand delivery, facsimile or e-mail.

**26. Customer Service**

If at any time the Insured requires any clarification or assistance, the Insured may contact the offices of the Company at the address specified, during normal business hours.

**27. Grievances**

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

**Registered Office :** ICICI Lombard General Insurance Company Limited, ICICI Bank Towers, Bandra Kurla Complex, Mumbai - 400 051.

**Mailing Address** : ICICI Lombard General Insurance Company Limited, Zenith House,  
Keshavrao Khadye Marg, Opp. Race Course, Mahalaxmi, Mumbai - 400 034.

e-mail: [info@icicilombard.com](mailto:info@icicilombard.com) Visit us at [www.icicilombard.com](http://www.icicilombard.com)

Insurance is the subject matter of the solicitation.Misc 50.