



**CSC-DOMESTIC TRAVEL INSURANCE  
POLICY WORDING**

**Definition of Words**

“**Accident**” Means a sudden, unforeseen, and involuntary event caused by external, violent and visible means.

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

“**Assistance Provider**” means the agency as named in the Policy Schedule with which we have contracted to provide assistance during covered emergencies/contingencies.

“**Baggage and Personal Effects**” means luggage and personal possessions, whether belonging to and/or in the lawful custody of the Insured/Insured Person during the Trip covered under the Policy.

“**Burglary**” means any theft following upon actual, forcible and violent entry of and / or exit from the premises or rented vehicle with intent to commit a felony and includes housebreaking.

“**Checked-In Baggage**” means the baggage entrusted by the Insured/Insured Person and accepted by a Common Carrier for transportation for which a baggage receipt is issued to the Insured/Insured Person by the Common Carrier. This shall exclude all the items that are carried/ transported under a Contract of Affreightment.

“**City of Residence of the Insured/Insured Person**” shall mean and include any city, town or village in which the Place of Residence of the Insured/Insured Person is located. The limits of the city would be defined as the normal municipal limits

“**Company**” means **Universal Sompo General Insurance Company Limited.**

“**Common Carrier**” means any commercial public airline operating under license issued by the appropriate authority for transportation of passengers and / or cargo.

**“Contents”**

- a) in so far as it relates to the household, shall mean and include electronic equipments, household appliances, furniture, kitchen utensils, fixtures, fittings and interior decorations, belonging to the Insured/Insured Person and/or his family, ordinarily residing with him, or for which the Insured/Insured Person is legally responsible and which are solely used for personal purposes. The term shall exclude cash and/or currency and/or cheques and all other items not coming within the purview of the categories of items more specifically listed herein.
- b) in so far as it relates to Checked-In Baggage, shall mean and include any and all items other than Valuables contained in the Checked in Baggage.
- c) in so far as it relates to the rented vehicle shall, mean and include any and all items belonging to and /or in the lawful custody of the Insured/Insured Person, being carried by him while traveling in the rented vehicle.



**“Deductible”** Deductible is a cost-sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.

**“Eligible Children”** means named dependent children including adopted and step children of the Insured/Insured Person between Ages six (6) months and eighteen (18) years (twenty three (23) years if attending as a full time student an accredited Institution of Higher Learning) who are unmarried, who permanently reside with the Insured/Insured Person, and receive the majority of maintenance and support from the Insured/Insured Person.

**“Family”** shall mean and include:

- In relation to the “Family Plan”, the Insured’s lawful spouse and dependent children, including step children and children legally adopted by the Insured below the age of 23 years and parents, not exceeding in all four (4) in numbers.
- In relation to the Trip Cancellation and Interruption Cover, the Insured’s lawful spouse and his / her children, including step children and children legally adopted by the Insured and parents of the Insured.

**“Financial emergency”** shall mean a situation faced by the Insured/Insured Person of total or near total non-availability with him / her of Money needed for his / her prosecuting his / her next schedule of activities and more particularly prosecuting his / her further Trip, solely caused by an accidental loss of Money and / or travelers cheques and / or credit cards. The term shall not include cases where immediate financial support would be available to him / her from any alternative source on request. The term shall not also mean any emergency situation encountered by the Insured/Insured Person by causes other than total or near total loss of Money and loss of all travelers’ cheques and credit cards issued in favour of the Insured/Insured Person. The term shall exclude all situations where a Financial Emergency is not felt as an immediate and instantaneous development and/or consequence at the place of loss of Money and / or traveler’s cheques and / or credit card.

**“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/Insured Person is traveling.

**“Hospital”** A hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:

- has qualified nursing staff under its employment round the clock;
- has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 in-patient beds in all other places;
- has qualified medical practitioner(s) in charge round the clock;
- has a fully equipped operation theatre of its own where surgical procedures are carried out;
- maintains daily records of patients and makes these accessible to the insurance company’s authorized personnel.



**“Hospitalization”** Means admission in a Hospital for a minimum period of 24 In patient Care consecutive hours except for specified procedures/ treatments, where such admission could be for a period of less than 24consecutive hours.

**“Illness”** Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the Policy Period and requires medical treatment.

- a) **Acute Condition** - Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/illness/injury which leads to full recovery.
- b) **Chronic condition** - A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:—it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and / or tests—it needs ongoing or long-term control or relief of symptoms— it requires your rehabilitation or for you to be specially trained to cope with it—it continues indefinitely—it comes back or is likely to come back.

**“Immediate Family Member”** shall mean an Insured's lawful spouse; children including stepchildren and children legally adopted by the Insured; siblings; parents; parents-in-law; legal guardian; ward; step-parents.

**“Injury”** Injury means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.

**“Inpatient care”** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.

**“Insured”** means the individual / body corporate in whose name the Policy is executed and who will be responsible for payment of premium whenever they become due to be paid.

**“Insured Person”** means the persons named in the Schedule to this Policy, who is the employee of the Policyholder/Insured, or the eligible Spouse and/or the Eligible Children/Dependent Parent and is named in the Policy Schedule as being eligible to become insured under this Policy and for whom a Proposal and Declaration Form for insurance has been received from the Policyholder and approved by Us.

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

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

**“Medical Practitioner/Physician”** A Medical Practitioner is a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or



for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within the scope and jurisdiction of licence and is not a member of Your Family.

**“Missed Flight”** shall mean the failure of the Insured/Insured Person to travel by a flight being part of the Trip.

**“Money”** shall mean and include coins, currency notes, traveler’s cheques and credit cards / debit cards, and shall not include any form of cheques, banker’s cheques, bank pay orders or demand drafts.

**“Nominee” shall mean** the person entitled to receive benefits under the Policy whose name is appearing in the Schedule as such.

**“Outpatient Treatment or OPD”** OPD treatment is one in which the Insured visits a clinic / hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.

**“Policy”** means the Policy booklet, the Schedule and any applicable Endorsement or memoranda. The Policy contains details of the extent of cover available to You, what is excluded from the cover and the conditions on which the Policy is issued.

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

**“Pre-Existing Condition”** Any condition, ailment or injury or related condition(s) for which you had signs or symptoms, and / or were diagnosed, and / or received medical advice / treatment within 48 months to prior to the first policy issued by the insurer.

**“Proposal Form”** means any signed proposal by filling up the questionnaires and declarations, written statements and any information including the Medical History and Physician’s Report and Certificate in addition thereto supplied to Us by You.

**“ Reasonable and Customary Charges”** Reasonable charges means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved.

**“Relative/Relation”** means Your legal spouse, parent, parent-in-law, grandparent, grandparent-in-law, children (inclusive of, adopted children, step-children), brother, sister, brother or sister-in-law, niece or nephew.

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

**“Third Party Administrator”** means such person or persons as may be appointed by the Company from time to time to provide assistance to the Insured/Insured Person in terms of this Policy.



“**Trip**” shall mean and include all domestic journeys, within the national borders of the Country of Residence of the Insured/Insured Person, undertaken by the Insured/Insured Person from the City of Residence or the Place of Origin and return back to the City of Residence or the Place of Origin or the Place of Destination during the Period of Insurance. Single Trip shall mean and include a Trip undertaken by the Insured/Insured Person from the City of Residence or the Place of Origin on or after the date of commencement of the insurance cover and return to the City of Residence or the Place of Origin or the Place of Destination, as the case may be, on or before the expiry of the insurance cover. Multi Trip shall mean and include one or more Single Trips during the Period of Insurance.

“**Trip Duration**” means the time period commencing from the date when the Insured/Insured Person travels out of the City of Residence or Place of Origin and ending on the date of return to the City of Residence and/or Place of Origin and includes both days.

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

“**War**” means war, whether declared or not, or any warlike activities, including use of military force by any sovereign nation to achieve economic, geographic, nationalistic, political, racial, religious or other ends.

“**We/Our/Us**” means **Universal Sompo General Insurance Company Limited**

“**You/Your/Yourself**” means the Insured/Insured Person named in the Schedule.

## **COVERAGE**

### **Benefits Covered under the Policy**

#### **1) Medical Treatment/Assistance(Health):-**

If any Insured/Insured Person suffers an Illness or Accident during the Risk Period that alters the Insured Person’s state of health and requires immediate medical treatment in order to maintain life or relieve immediate pain or distress, then We will reimburse the following costs:

**a) Medical Expense:-** The Company shall indemnify the Insured/Insured Person for expenses reasonably incurred for medical treatment taken on account of any Illness contracted or Injury sustained whilst on a Trip during the Period of Insurance, subject to the overall liability of the Company not exceeding the Sum Insured for the coverage as mentioned in the Schedule hereto. Within the meaning of these coverage’s, treatment is deemed to include only the following:

- Out Patient Treatment.
- In patient treatment in a local hospital at the place You are staying or at the nearest suitable hospital.
- Medical aid that is necessary as part of the treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids) prescribed by a physician.
- Radiotherapy, heat therapy or phototherapy and other such treatment prescribed by a physician.
- X-Ray, Diagnostic tests.



- Cost of transportation including necessary medical care enroute by recognized emergency services for medical attention at the nearest hospital or from the nearest available physician.
  - Cost of being transferred to a special clinic if this is medically necessary and prescribed by a Physician.
- b) Medical Evacuation:-**We shall reimburse the reasonable cost of the transportation of the Insured/Insured Person (and an attending Doctor if We are satisfied this is necessary) from a Hospital to the nearest facility which is prepared to admit the Insured/Insured Person and provide the necessary medical services if such medical services cannot satisfactorily be provided at a Hospital where the Insured/Insured Person is situated, provided that:
- (i) Transportation has been prescribed by a Doctor and is medically necessary, and
  - (ii) If transportation is required, then Our TPA will discuss with the Doctor whether to transport the Insured/Insured Person to a more suitable place for medical treatment.
- c) Dental Treatment:-** Medical Expenses for pain relieving dental treatment received by the Insured/Insured Person:
- (i) At the nearest dental facility because of an Accident or
  - (ii) Following sudden acute pain to one or more of the Insured Person's natural teeth but only if received under anaesthesia and subject to the Dental Treatment sub limit shown in the Schedule.
- d) Repatriation of Remains benefit:-** In the unfortunate event of the death of the Insured/Insured Person whilst on a Trip during the Period of Insurance, the Company shall, reimburse the nominee/legal representative the costs of transporting the remains of the deceased Insured/Insured Person back to the City of Residence or Place of Origin or, up to an equivalent amount, for a local burial or cremation in the place where the death shall occur subject to the maximum liability of the Company in respect of all claims coming under the head Medical expenses cover during the Period of Insurance together with such cost of transportation of remains not exceeding the Sum Insured specified in the Schedule to this Policy.

### **Exclusion Applicable to Cover 1:-**

We will not pay for

- a) Any treatment of a Pre-Existing Condition, unless covered specifically under Additional Covers: – Pre-existing Illness of the Medical Expenses Cover and if covered so, beyond what is provided for under the said Additional Cover.
- b) Test and / or examination of any kind not consistent with or incidental to the diagnosis and treatment of any Illness or Injury either in a Hospital or as an outpatient.
- c) Eyeglasses, contact lenses, hearing aids, and examination for the prescription or fitting thereof, unless Injury or Sickness has caused impairment of vision or hearing.
- d) Medical Treatment being the sole reason or one of the reasons for travel and temporary stay in the current location
- e) Any exclusion mention in General Exclusion section of the Policy. (We request You to read the exclusion mentioned in the General Exclusion section for Your satisfaction and knowledge)

### **2) Personal Accident**

The Company shall compensate the Insured/Insured Person as per benefits table hereunder in case the Insured shall meet with death or incur total or partial permanent disability arising out of and consequent upon an Injury encountered at any time during the Period of Insurance.



The Company's maximum liability in respect of any one Accident or all Accidents resulting in death of or Injury to the Insured/Insured Person during the Period of Insurance shall not exceed the Sum Insured specified in the Schedule of the policy.

**Exclusion for Cover 2- (Personal Accident):** We will not pay for

- a) Compensation for death or Injury under more than one of the categories of Benefits as specified below in respect of any one Accident / series of Accidents arising out of one event.
- b) Amounts related to medical expenses
- c) Any claim arising out of an accident relating to pregnancy or childbirth, venereal disease or infirmity.
- d) Damage to health caused by curative measures, radiation, infection and poisoning except where these arise from an accident.
- e) Civil War, Terrorism, Mutiny etc.
- f) Any exclusion mentioned in the General Exclusion section of the Policy (We request You to read the exclusion mentioned in the General Exclusion section for Your satisfaction and knowledge)

### **Basis of Assessment of Claim for Personal Accident**

#### **a) Accidental Death:**

- i) The Sum Insured as stated in the Schedule if the death of the Insured/Insured Person shall result within a period of twelve months from the date of the Injury, and if such Injury shall be the sole and direct cause of the death of the Insured/Insured Person.
- ii) Two times the Sum Insured as stated in the Schedule if the death of the Insured/Insured Person shall occur as a result of an Accident to the Common Carrier in which the Insured is traveling as a passenger.

#### **b) Permanent Total Disablement:**

- i) If such Injury shall, within twelve months of its occurrence, be the sole and direct cause of the total and irrecoverable loss of:
- ii) Sight of both eyes, or actual loss by physical separation of two entire hands or two entire feet, or one entire hand and one entire foot, or loss of sight of one eye and loss of one entire hand or one entire foot, then the Sum Insured stated in the Schedule hereto shall be payable;
- iii) Use of two hands or two feet, or of one hand and one foot, or of loss of sight of one eye and loss of use of one hand or one foot, then the Sum Insured stated in the Schedule hereto shall be payable;
- iv) The sight of one eye, or actual loss by physical separation of one entire hand or one entire foot, then fifty percent (50%) of the Sum Insured stated in the Schedule hereto shall be payable;
- v) Total and irrecoverable loss of use of a hand or a foot without physical separation then fifty percent (50%) of the Sum Insured stated in the Schedule hereto shall be payable.

#### **Note:**

- ✓ For the purpose of clause (iii) and (iv) above, physical separation of a hand or foot means separation of hand at or above the wrist, and of foot at or above the ankle.
- ✓ If an Injury shall, as a direct consequence thereof, immediately, permanently, totally and absolutely, disable the Insured/Insured Person from engaging in and being occupied with or giving attention to any employment or occupation of any description whatsoever, then a lump sum equal to hundred percent (100%) of the Sum Insured stated in the Schedule hereto shall be payable.



**c) Permanent Partial Disablement**

If an Injury shall, within twelve calendar months of its occurrence, be the sole and direct cause of the total and/or partial irrecoverable loss of use or the actual loss by physical separation of the body parts as per the following table, then the percentage as specified hereunder of the Sum Insured as stated in the Schedule shall be payable:

<b>Table of Benefit</b>	<b>% of Sum Insured</b>
Death	100
An Aye	50
Loss of toes – all	20
Great both phalanges	5
Great – one phalanx	2
Other than great if more than one toe lost each	1
Loss of hearing – both ears	75
Loss of hearing one ear	30
Loss of four fingers and thumb of one hand	40
Loss of four fingers	35
Loss of thumb	
- both phalanges	25
- one phalanx	10
Loss of Index finger	
- three phalanges	10
- two phalanges	8
- one phalanx	4
Loss of middle finger	
- three phalanges	6
- two phalanges	4
- one phalanx	2
Loss of ring finger	
- three phalanges	5
- two phalanges	4
- one phalanx	2
Loss of little finger	
- three phalanges	4
- two phalanges	3
- one phalanx	2
Loss of metacarpus	
- first or second (additional)	3
- third, fourth or fifth (additional)	2
Sense of smell	10
Sense of taste	5
A hand at the wrist	55

Any other permanent partial disablement - This shall be based upon opinion and assessment of the Medical Practitioner as to the extent of disability.

**Conditions Applicable to - Personal Accident**





- a) Upon happening of any event, which is likely to give rise to a claim under this Benefit, the Insured or his/her representative shall give written notice with full particulars immediately to the Company or the Third Party Administrator.
- b) The Insured or his/her representative shall arrange for immediate treatment of the Insured/Insured Person in a Hospital and produce all such records of treatment to the Company in support of the claim.
- c) Any claim for death of the Insured/Insured Person shall be duly supported by a death certificate issued by the Hospital in the city of Accident or City of Residence Place of Origin, as the case may be. Post mortem certificate if required by the Company shall also be submitted.
- d) The claim for permanent total or partial disability shall be duly supported by the disability certificate issued by the Hospital / Medical Practitioner specifying the nature of disability and the percentage of disablement.
- e) In case of death, written notice must be given before internment or cremation within one calendar month after the Death, unless reasonable cause for delay is shown. In event of loss of sight or amputation of limbs or any part thereof, written notice must be given within one calendar month after such loss of sight or amputation.
- f) No claim for death or disability under this Policy shall be considered unless death or disability results within 12 months from the date of the Accident that led to the death or disability. To this extent the certificate obtained from the Medical Practitioner shall clearly relate the death / disability to the Accident in question.

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

- a. Medical reports giving the details of the Accident, nature of Injury and the extent of disability.
- b. In case of death of the Insured/Insured Person, death certificate issued by the Medical Practitioner who attended on the Insured/Insured Person.
- c. Postmortem certificate to be produced if required by the Third Party Administrator.
- d. Police report in original in case the Accident shall have taken place in a public place or premises.
- e. Medical Practitioner's certificate in case of Injury (in case of Permanent Partial Disablement/ Permanent Total Disablement) stating the reasons and the extent of the injury.

**3) Personal Liability**

- a) **Property Damage:** If a claim is made or a suit is brought against You for Property Damage caused by an Occurrence to which this coverage applies, We will pay up to the amount stated in the Policy Schedule, subject to any applicable Deductible, for Our limit of liability for the damages for which You are legally liable as specified in the schedule.
- b) **Medical Payments to Others:** We will pay the necessary medical expenses that are incurred or medically ascertained within 60 days from the date of an Accident causing Bodily Injury. Medical expenses means reasonable charges for medical, surgical, X-ray, dental, ambulance, Hospital, professional nursing, prosthetic devices and funeral services. This coverage does not apply to You or regular residents of Your household. As to others, this coverage applies only if the Bodily Injury is caused by Your activities to third party.

**Exclusion for Cover 3- (Personal Liability):** We will not pay for

- a) Legal liability of the Insured/Insured Person in relation to any professional services rendered by him / her.
- b) Liability for Injury or damage of any kind whilst the Insured/Insured Person is engaged in his / her business activities or in course of business activities by the Insured/Insured Person.



- c) Liability assumed by the Insured/Insured Person by an agreement / contract which would not have attached in the absence of such agreement / contract

**4) Emergency Hotel Extension/Accommodation**

The Company shall pay the actual additional expenses for lodging and boarding incurred by the Insured/Insured Person subject to the maximum Sum Insured as specified in the Schedule if the departure of the Insured/Insured Person shall be delayed at any intermediate places forming part of the Trip being other than the Place of Origin or City of Residence solely arising out of and consequent upon any of the contingencies specified hereunder:

- a. Earthquake; Floods resulting from unseasonal rains, storm or cyclone; Terrorism
- b. Provided that the named perils hereinabove shall take place in and in the vicinity of the place which forms a part of the Insured's Trip, other than the Place of Origin or City of Residence.
- c. Personal contingencies like emergency Hospitalization treatment necessitated to the Insured or Insured's Family or Insured's Traveling Companion due to an unforeseen Illness or accidental Injury;
- d. Cancellation or rescheduling of flights done at the instance of the Common Carrier;
- e. Provided that no Sum shall be payable by the Company for any delay in relation to the place of delay, should the place of delay be the Place of Origin or City of Residence as specified in the Policy and provided that the Company's liability under this cover shall be limited to only one delay encountered by the Insured/Insured Person during the entire Period of Insurance.

**5) Delay of Checked –In Baggage**

The Company shall pay the sum as specified for the coverage in the Schedule I of the Policy as a fixed allowance in case the Insured/Insured Person shall encounter a delay in receipt of his / her Checked-In Baggage beyond the period as specified in the Schedule from the scheduled / expected time of delivery by the Common Carrier. This benefit shall be paid by the Company only on delay of all Checked-In Baggages relating to the ticket of the Common Carrier issued in favour of the Insured/Insured Person.

Provided that such allowance for the Delay of Checked-in Baggage shall be paid only in event the delay is for more than the number of hours stated in the Deductible in the Schedule.

For the purpose of this benefit, delay shall be considered to be the time lapsed from the actual time of arrival of the Common Carrier and the receipt of the Checked-In Baggage by the Insured/Insured Person.

No sum shall be payable in case of partial delivery of Checked-In Baggages and the delay being encountered only for the remaining part.

The cover shall be applicable individually and independently in case of Trip involving multi destinations en-route, provided that, in event of more than one incident of delay of Checked-in Baggage during the Trip, the Company's overall liability shall be limited to loss suffered for two such incidents of delay of checked-in baggage.

The Company shall not however be liable in case of any delay in delivery by the Common Carrier of the Checked-In Baggage at the City of Residence or Place of Origin.



**Exclusion from Cover - (Delay of Checked - In Baggage):** We will not pay for

- a) In case the period of delay does not exceed the time specified in the Schedule of Policy.
- b) Any delay for part of total Checked-In Baggage in relation to the ticket of the Insured/Insured Person for the Trip covered under this Policy.
- c) Delay in delivery of the Checked-In Baggage arising out of and resulting from detention / confiscation by the Common Carrier / customs / government agencies / other agencies.
- d) Delay attributable to damage to Checked-In Baggage warranting an examined delivery by the Common Carrier.

**Documents to be submitted in support of the claim**

- a) Property irregularity report stating the scheduled time of delivery and actual time of delivery of the Checked-In Baggage issued by the Common Carrier;
- b) Voucher of the Common Carrier for the compensation paid for the delay in delivery of the Checked-In Baggage;
- c) Copies of correspondence exchanged, if any, with the Common Carrier in connection with the delay in delivery of the Checked-In Baggage.

## 6) Home Burglary Insurance

The Company hereby agrees, subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, and subject to the maximum liability of the Company being restricted to the Sum Insured as specified in the Schedule during the entire period of Insurance to pay to the Insured/Insured Person, at actuals, for any loss or damage sustained by the Insured/Insured Person caused by Burglary and/or attempted Burglary, to the Contents of Insured's premises provided that the total liability of the Company for loss or damage due to such attempted Burglary (that does not result in any actual or physical loss of any insured item) shall not exceed 25% of Sum Insured in any one year irrespective of the number of such incidents or occurrences.

**Exclusion form Cover - (Home Burglary Insurance):** We will not pay for

- a) Loss or damage caused by direct or indirect involvement of the Insured/Insured Person and/or Insured's/Insured Person's domestic staff in the actual or attempted Burglary;
- b) Any loss or damage to, or on account of loss of livestock, motor vehicles, pedal cycles, Money, securities, 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 (unless previously specifically declared to, and accepted by, the Company);
- c) The loss or damage occurring while Insured's premises is unoccupied, for a consecutive period of more than 30 days, and if the Insured/Insured Person had not previously informed the Company of the same and obtained its written consent/approval.
- d) Loss or damage to any property illegally acquired, kept, stored, or property subject to forfeiture in any manner whatsoever;
- e) Theft without actual forcible and violent entry and/or exit from the premises.
- f) Loss or damage directly or indirectly, proximately or remotely occasioned by or which arises out of or in connection with riot and strike, civil commotion, terrorist activities.

## 7) Hospital Daily Cash Benefit – Sickness and Accidental Hospitalisation

If during the Period of Insurance an Insured/Insured Person sustains Bodily Injury or Sickness which directly and independently of all other causes results in the Insured/Insured Person being hospitalized for a period of more than 48 hours and also if We have accepted liability under the Medical Expenses cover aforementioned, then We will pay to the Insured/Insured Person a daily compensation as specified in the Schedule.



**8) Trip Delay**

We will reimburse Reasonable Additional Expenses for Trip Delay, subject to all other terms and conditions, if the aircraft in which You are booked to travel from India is delayed beyond 12 hours from the original scheduled departure time, up to the maximum limit shown in the Policy Schedule or the Schedule of Benefits.

- a) Delay due to a Strike or other job action by employees of a Scheduled airlines to be used by You during Your Trip
- b) Unforeseen disease, illness, injury or death of the Insured/Insured Person or Family Member of the Insured/Insured Person. Disease, illness must be so disabling as to reasonably cause a travel delay.
- c) Delay of a Scheduled airlines caused by Inclement Weather
- d) Delay caused by Equipment Failure of a Scheduled airlines

**Exclusion from Cover - (Trip Delay):** We will not pay for:

- a) For any departure which is delayed as a result of the You or any other person who have arranged to travel with You failing to check in correctly as required by the airlines.
- b) For any delay departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked.
- c) If the air craft is taken out of service on the instructions of the Civil Aviation Authority or similar authority.

**9) Missed Flight Connections**

The Company shall pay a fixed amount as mentioned in the Schedule to this Policy, in the event of missing a connecting flight or delay in the arrival of the aircraft on which the Insured/Insured Person is or would be travelling.

The Company's overall liability for claims of all occurrences of Missing Flight during the Period of Insurance shall not exceed the Sum Insured specified in the Schedule.

**Exclusion from Cover - (Missed Flight Connections):** We will not pay for

- a) If the time gap between the scheduled arrival of the previous flight and the scheduled departure of the next flight (Missed Flight) shall be less than 3 hours.
- b) Towards expenses incurred for any temporary stay in the port of delay not exceeding 3 hours from the time of delayed arrival of the earlier flight to the departure of the rescheduled flight, provided that, this exclusion shall not apply in respect of the Company reimbursing the cancellation charges of the Missed Flight and the additional cost of transportation in relation to the rescheduled flight.
- c) If the missing of the flight is the result of:
  - i. Any deviation from the originally scheduled route done at the instance of the Insured/Insured Person for reasons whatsoever;
  - ii. Any advance intimation given to the Insured/Insured Person of a possible delay of the flight that might lead to missing of connecting flights.
  - iii. Any circumstances other than those directly attributable to the delay of the earlier flight beyond the control of the Insured/Insured Person.

**Conditions applicable to Cover -(Missed Flight Connections):**

- a) The Insured/Insured Person shall endeavor to take all timely steps to ensure avoidance of missing a flight even in case of delays of the arrival of the earlier flight.



## Documents to be submitted in support of the claim

- a) The confirmation from the Common Carrier of the delayed flight as to the expected time of arrival and the actual time of arrival at the port of delay together with the reasons for delay.

In the event of the forfeited amount by the Common Carrier for the Missed Flight being refunded / returned to the Insured/Insured Person, subsequent to any payment under this section, the Insured/Insured Person shall return the amount so refunded in full

## 10) Trip Cancellation & Interruption

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

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

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

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

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

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

## 11) Financial Emergency Assistance

- a) We shall pay the Insured/Insured Person in the event of financial emergency arising due to theft, mugging, robbery, dacoity of the funds of the Insured/Insured Person, during the trip an amount not exceeding the Sum Insured as specified in the Schedule to this Policy.
- b) For this purpose of this benefit, financial emergency shall mean a situation wherein the Insured/Insured Person losses 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.

**Exclusion from this Cover - (Financial Emergency Assistance):** We will not pay for

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



- b) Any loss not reported to the Police having jurisdiction at the place of loss with 24 hours of the occurrence of the incident and a written report being obtained for the same.
- c) Any claim in respect of a loss of traveler's cheques not immediately reported to the local branches or agents of the issuing authority.
- d) Loss of fund not kept in the personal custody of the Insured/Insured Person.
- e) Any exclusion mention in the General Exclusion section of this Policy.

## 12) Liability arising due to Loss of Debit/Credit Card

The Policy will indemnify the Insured/Insured Person against loss incurred due to any misuse/unauthorized transaction effected by reason of loss/theft of a Debit/Credit Card of the Insured/Insured Person during the trip:

**Exclusion for Cover -(Liability arising due to Loss of Debit/Credit Card):** We will not pay for

- a) Loss in respect of Debit/Credit card for which no FIR has been registered for the loss/theft.
- b) Loss or damage directly or indirectly, proximate or remotely occasioned by or which arises out of or in connection with terrorism.
- c) Loss or damage caused intentionally; Misuse of debit card which has never been reported
- d) Confiscation, nationalization, seizure or requisition by any public authority
- e) Debit Card which has expired and not renewed by the Insured/Insured Person.
- f) Theft of debit card from any car except car of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
- g) Loss or damage occasioned by theft or dishonesty or any attempt threat committed by or where such loss or damage has been expedited by or in any way sustained or brought about by:
  - Any of the Insured/Insured Person family members
  - Any servant or traveler or messenger in the exclusive employment of the Insured/Insured Person.
  - Any customer or broker or their customer

**13) Missed Departure:-**We will pay benefits up to the amount stated in the Policy Schedule for the cost of Your actual Ticket (Common Carrier – Air), if You cannot reach the original departure point of Your booked journey on the outward or return journey, because:

- a) public transport services fail or
- b) the vehicle in which You are travelling is involved in an accident, on the way to catch the return flight journey.

The missed departure, has to be certified by the concerned Schedule airlines.

### **Limitation for Cover ( Missed Departure):-**

- If at the time of the occurrence of any loss there is other valid and collectible insurance in place, We will be liable only for the excess of the amount of loss, over the amount of such other insurance, and any applicable Deductible

## 14) Hijack Distress Allowance

If the aircraft in which an Insured/Insured Person is travelling as a fare paying passenger to or from a foreign country during the Risk Period is Hijacked and the journey is interrupted for a



continuous and completed period of more than 12 hours, then We will pay the daily allowance specified in the Schedule

**Exclusion from Cover - (Hijack Distress Allowance):** We will not pay for

- a) Any claim where the Insured/Insured person is considered as the principal or accessory or is in anyway involved with the Hijacking.
- b) Any claim as a consequence of change in the direction of the route of the aircraft due to traffic, weather, fuel shortage, technical snag or security reasons.

**15) Pre Existing Illness:-**The Company shall indemnify the Insured/Insured Person for the medical expenses incurred by the Insured/Insured Person for the treatment rendered on an emergency basis as a life saving measure only, on the prior approval of the Third Party Administrator for any sudden, unexpected / unforeseen development attributable to any Pre-Existing Condition. The liability of the Company under this cover shall however be limited to the following Illnesses only:

- ✓ Hypertension
- ✓ Diabetes
- ✓ Heart Ailments
- ✓ Cerebral Nervous System diseases
- ✓ Chronic Obstructive Pulmonary diseases
- ✓ Oncological diseases
- ✓ Pregnancy related treatment

The expenses payable by the Company under this cover shall be limited only to the immediate treatment rendered, and the amount payable shall not exceed 100% of the Sum Insured per incident as specified in the Schedule or 100% of the actual medical expenses incurred for the said emergency treatment, whichever is less.

## 16) Compassionate Visit

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

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

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

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

### What it does not cover

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



**17) Family Assistance**

The Company will pay as compensation to a maximum of two dependent children of the Insured/Insured Person, not exceeding years of age, a sum specified in the Schedule to his Policy in case of death due to accidental injury of the spouse of the Insured/Insured Person whilst he/she is on a trip.

**Exclusion from Cover - (Family Assistance):** We will not pay for

- a) If the spouse of the Insured/Insured Person is
  - travelling in an unlicensed aircraft or
  - flying or engaging in any other aerial activity as part of the aircraft's crew
  - participating in or training for any professional sport
  - accompanying the Insured/Insured Person on a trip.
- b) Any exclusion mentioned in personal accident

**18) Total Loss of Checked - In Baggage**

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

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

**Exclusion from Cover - (Total Loss of Checked - In Baggage):** We will not pay for

- a) Valuables are money, all kinds of securities or any other item not declared to, and agreed to by, the Company.
- b) Loss of property unless a Property Irregularity report or other report usually issued by the Common Carriers in the event of loss of checked-in baggage has been procured and submitted to the Company.
- c) Any partial loss of the items contained within the checked-in baggage.
- d) Losses arising from any delay, detention, confiscation by customs officials or other public authorities;
- e) Any exclusion mentioned in the General Exclusion section of this Policy.

**Basis of Indemnity for Cover - (Total Loss of Checked - In Baggage)**

The liability of the Company shall be the market value of the Contents of the Checked-In Baggage as on the expected date of delivery. In case of more than one Checked-In Baggage relating to the ticket of the insurance from Trip, the Company's liability in respect of any one baggage shall be limited to 50% of the maximum liability specified in the Schedule of the policy.

In the event of the Checked-In Baggage originally reported lost being delivered by the Common Carrier subsequently, the Insured/Insured Person shall return in full the Sum paid if any by the Company hereunder, provided that the Insured's/Insured Person's eligibility for recovery of claim under the extension Delay of Checked-in Baggage, if given under the Policy, shall be considered separately.

In the event of loss of baggage whilst in the custody of an airline, a Property Irregularity Report (PIR) must be obtained from the airline immediately upon discovery of the loss which must be submitted to the Company.





No partial loss or damage shall become payable. However, total loss or damage of individual unit(s) of baggage shall not be construct as falling within this Special Condition.

## 19) Pet Care

The Company will pay as reimbursement to the Insured/Insured Person a sum as specified in the Schedule to this Policy towards the expenses for the fees of the Veterinary doctor in the event of the Insured/Insured Person pet, limited to Cat and Dog, needing veterinary treatment as a result of an injury which occurred whilst the Insured/Insured Person was on a trip.

**Exclusion from Cover - (Pet Cover):** We will not pay for

If the Insured/Insured Person does not have written confirmation from the Veterinary doctor giving details of the injury or accident and the number of days that the Cat or Dog belonging to the Insured/Insured Person had received treatment.

## 20) Bounced Booking of Airlines and Hotel

The Company shall reimburse the actual additional expenses / cost incurred by the Insured/Insured Person up to the Sum Insured specified in the Schedule for alternative travel arrangements with a Common Carrier or for alternative accommodation in the event of the confirmed flight reservation for any part of the Trip bouncing at the sole instance of the airline or bouncing of the confirmed accommodation booking at place of stay being part of the Trip solely at the instance of the accommodation provider.

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

**Exclusion from Cover - (Bounced Booking of Airlines and Hotel):** We will not pay for

- a) If the Insured/Insured Person shall fail to adhere to the rules of the airline or the accommodation provider in connection with reconfirmation of the booking before the date of travel or occupation as the case may be;
- b) In connection with any waitlisted travel booking or accommodation booking irrespective of whether such bookings have been promised to be confirmed later;
- c) If the confirmed accommodation shall be a personal arrangement free of charge;
- d) Where the alternative arrangements for either the travel or the accommodation is provided by the airline or the accommodation provider as the case may be within 6 hours from the time of departure of the travel covered by the bounced booking or the time of commencement of stay covered by the earlier confirmed accommodation booking

**Condition for Cover - (Bounced Booking of Airlines and Hotel):**

- a) It is a condition precedent to admission of liability under this cover that the Insured/Insured Person shall take all steps to fix the primary responsibility for the bouncing of bookings both with the airline and / or with the accommodation provider and try to recover from them the consequential loss incurred by the Insured/Insured Person by way of additional expenses for alternative travel arrangement or alternative accommodation arrangement. Details of the steps taken by the Insured/Insured Person shall be furnished to the Company.



- b) Any recovery towards additional expenses incurred for alternative travel or accommodation arrangement effected from the Common Carrier or accommodation provider as the case may be, if any, effected from the concerned agencies after settlement of the claim under the policy shall be remitted to the Company to the extent of the amount of claim admitted and paid by the Company to the Insured/Insured Person.

## 21) Legal Expenses

The Company will pay to Insured/Insured person the sum as specified in the schedule to this policy for legal costs and expenses incurred towards claims for compensation arising on the death of the Insured/Insured person or on the Insured /Insured person contracting illness or injury during the trip.

**Exclusion for Cover - (Legal Expenses):** We will not pay for

- a) Any claim where the legal advisors of the Company believe that an action is not likely to be successful or that the costs of taking action will be greater than any award.
- b) Any costs or expenses which are based directly or indirectly on the amount of any award. The costs of following up a claim for bodily injury, loss or damage caused by or in connection with the Insured/Insured person's trade, profession or business, under contractor arising out of the Insured/Insured person possessing, using or living on any land or in any buildings.
- c) Any claims arising out of the Insured/Insured person owning, possessing or using mechanically-propelled vehicles, water craft or air craft of any description, animals, firearms or weapons.
- d) Any claims arising out of the criminal, malicious or deliberate acts of the Insured/Insured person
- e) Any claims reported more than 180 days after the incident giving rise to the claim took place.

## Special Conditions

- a) The Company will have complete control over any legal representatives appointed and any proceedings.
- b) The Insured/Insured person or the legal representative of the Insured/Insured person in the event of the Insured/Insured person's death shall follow the advice of the Company or that of the agents of the Company in handling any claim.

## 22) Catastrophe Expenses

The Company will pay as compensation to Insured/Insured Person the sum as specified in the Schedule to this Policy towards the cost of travel expenses and providing other similar accommodation in the event of the accommodation booked for the Insured/Insured Person not being in living condition because of a fire, flood, earthquake, storm, lightning, explosion, hurricane or major outbreak of infectious disease.

**Exclusion from Cover - (Catastrophe Expenses):** We will not pay for

- a) Any claim already made in any other Section of this Policy towards this benefit
- b) Any expenses that the Insured/Insured Person can get back from any tour operator, airline, hotel or other provider of services.
- c) Any expenses that the Insured/Insured Person would normally have to pay during the period shown on Validation Certificate of the Insured/Insured Person.
- d) Any claim resulting from the Insured/Insured Person travelling against the advice of the appropriate nation or local authority.



- e) Claim arising out of an event which is already existing and known to the Insured/Insured Person.

**Insured/Insured Person:-** Must give the Company a written statement from an appropriate public authority confirming the reason, nature and duration of the disaster; all evidence of all the extra costs that he/she had to pay.

**23) Fire Insurance(Standard Fire and Special Perils) for Building and Contents:-**

IN CONSIDERATION OF the Insured named in the Schedule hereto having paid to the Universal Sompo 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:

- ✓ 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.

- ✓ Lightning

- ✓ 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.

- ✓ Aircraft Damage

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

- ✓ 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

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



- 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:**

- a) 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.
  - b) 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.
  - c) 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.
  - d) 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.
  - e) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- ✓ 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).
  - ✓ 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
  - ✓ 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.
  - ✓ Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
  - ✓ Missile Testing operations
  - ✓ 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.

✓ 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 therefore by memorandum hereon or attached hereto signed by or on behalf of the Company.

✓ Earthquake (Fire and Shock)

It is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property insured by this policy, occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or landslide / rockslide resulting therefrom. Provided always that all the conditions of this policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement.

**Exclusions from Cover - (Fire Insurance – Building and Contents):** We will not pay for

i) 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 policy.  
The Excess shall apply per event per insured.

ii) 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.

iii) 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 radioactive toxic, explosives or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

iv) 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.

v) Loss, destruction or damage to bullion or unset precious stones, any curios or works of art for an amount exceeding Rs. 10000/-, goods held in trust or on commission, 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.



- vi) Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- vii) 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.
- viii) Expenses necessarily incurred on
  - c) Architects, Surveyors and Consulting Engineer's Fees and
  - d) 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.
- ix) Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- x) 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.
- xi) Loss by theft during or after the occurrence of any insured peril except as provided under Riot, Strike, Malicious Damage cover.
- xii) Any Loss or damage occasioned by or through or in consequence directly or indirectly due to earthquake, volcanic eruption or other convulsions of nature.
  - xiii) 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.

### **General Condition for Fire Insurance – Building and Contents:-**

- a) THIS POLICY shall be voidable in the event of mis-representation, mis-description or non-disclosure of any material particular.
- b) 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 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.
- c) 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 building insured or containing the insured property becomes unoccupied and so remains for a period of more than 30 days.



- c. If the interest in the property passes from the insured otherwise than by will or operation of law.
- d) 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.
- e) 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 ratable proportion of the premium for the unexpired term from the date of the cancellation.
- f) (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 expiry 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.
- g) 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.

h) 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.

i) 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 reinstatement or replacement 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.

j) 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 ratable proportion of the loss accordingly. Every item, if more than one, of the policy shall be separately subject to this condition.

k) 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 ratable proportion of such loss or damage.

l) 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.





- m) 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.

- n) Every notice and other communication to the Company required by these conditions must be written or printed.
- o) 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.

### **Documents to be submitted in support of the claim for Fire Insurance and Home Burglary Cover:**

- a. The statement of claim furnishing the details of items lost and the values thereof duly supported by purchase bills wherever available. In the event of the purchase bills not being available, he / she shall render such evidence as may be required by the surveyor for the latter to arrive at the value of the lost items.
- b. First Information Report;
- c. Panchnama;
- d. Investigation Report by the Police;
- e. Estimate and final bills of repairers;
- f. Invoices of owned articles, if required by the Company;
- g. Legal opinion wherever required
- h. Any other document as may be appropriately applicable for the claims preferred under this Cover of Policy



## 24) Business Equipment Cover(for Corporate)

The Company will pay up to the amount specified in the Schedule of the Policy for:-

- a) Loss, theft or damage to the Insured/Insured Person computer equipment, communication devices and other business equipment which is necessarily carried by the Insured/Insured Person in the course of his/her business, subject to the single article limit for any one item, set or pair, computer equipment limit and sample limit as specified in the Schedule of the Policy
- b) Buying essential items if the Insured/insured Person business equipment is delayed or lost in transit during the outward trip for more than specified period of time, as mentioned in the Schedule of the Policy. The Insured/Insured Person must get written confirmation of the length of the delay and receipts for ant items that the Insured/Insured Person has bought. The Company will recover any payment that it makes from the amount of any claim if the Insured/Insured Person business equipment is permanently lost.
- c) Emergency courier expenses incurred to replace business package essential to the Insured/Insured Person intended business itinerary due to loss or damage of the business package.
- d) Expenses for each 24 hours period for hiring the Insured/Insured Person business equipment, if they are
  - a) lost or damage during the trip or (must keep all receipt for hire cost).
  - b) delayed in transit during the outward trip for more than 24 hours, must get written confirmation of the length of the delay (must keep all receipt for hire cost).

**Exclusion for Cover - (Business Equipment):** We will not pay for

- Any loss or theft of business equipment or business money which is not reported to the Policy within 24 hours of discovering it and which does not have a written Police report for.
- Any loss, theft or damage to business equipment during a trip unless it is reported to the carrier and a property irregularity report is gotten for, at the time of loss
- Business equipment the Insured/Insured Person have left unattended in a public place
- Any loss or theft from unattended motor vehicles unless the business equipment was in a locked boot or locked and covered luggage compartment of the vehicle and there is evidence of forcible and violent entry to the vehicle
- Any loss, theft or damage to business equipment shipped as freight of under a Bill of Lading
- If the business equipment of the Insured/Insured Person is delayed or held by customs or other officials legally taking the business equipment of the Insured/Insured Person
- Mysterious disappearance or unexplained losses.
- Damage due to gradually developing flaws, defects, cracks or partial fractures in any part not necessitating immediate stoppage although at some future time repair or replacement of the parts affected may be necessary
- Deterioration of or wearing away or wear-out of any item caused by or naturally resulting from normal use of exposure
- Faults existing at the time of this insurance and known to the Insured/Insured Person, regardless of whether such faults or defects were known to the company or not
- Any fault or defect for which the manufacturer or supplier of the damaged items is responsible.



## **25) Alternative Employee or Resumption of Assignment expenses**

The company will pay as reimbursement to the Insured/Insured Person a sum as specified in the Schedule to this policy for the expenses towards arranging the transportation of an alternative employee to economy class air ticket in the event of the unexpected death of Insured/Insured Person during the trip, or disease/illness of the Insured/Insured Person during the trip requiring the Insured/Insured Person to return to his/her place of departure within India. This can also include the death of an immediate family member, restricted to the spouse and dependent children due to accident whilst the Insured/Insured Person is on a trip within the Republic of India, requiring him/her to return to his/her original place of residence.

**Exclusion from Cover - (Alternative Employee or Resumption of Assignment exp.):** We will not pay for

We shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured/Insured Person against the advice of a Physician, or when the Insured/Insured Person is unfit to undertake the trip.

### **General Exclusions Applicable for All Covers:-**

This entire Policy does not provide benefits for any loss resulting in whole or in part from, or expenses incurred, directly or indirectly in respect of:

- 1) Any claim relating to events occurring before the commencement of the Trip covered hereunder and any time after the completion of the Trip at City of Residence or the Place of Origin mentioned hereunder, provided however that, in relation to the Mediclaim Coverage this exclusion shall be modified to mean that the Company shall not be liable for losses attributable to any Illness, Injury or sickness occurring prior to the date of commencement of this Policy or after the expiry date of this Policy.
- 2) All injuries that are existing at the time of commencement of this policy. Any medical condition or complication arising directly or indirectly from it or disablement that existed before the commencement of the policy period (even if unknown to the insured) or for which care, treatment or advice was sought, recommended by or received from a Doctor.
- 3) 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/Insured Person 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/Insured Person, all benefits under this Policy shall be forfeited.
- 4) 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, terrorism, civil commotion assuming the proportions of or amounting to a popular rising, military rising, rebellion, revolution, insurrection or military or usurped power.
- 5) Beauty and / or cosmetic treatment and/or reconstructive plastic surgery in any form or manner.
- 6) Loss/Liability arising out of any acts of god, earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar acts or convulsions of



nature and atmospheric disturbances unless covered by any other section opted by You under the Policy.

- 7) Liability arising from intentional or willful acts or negligence on part of the Insured/Insured Person or illegal acts.
- 8) Treatment of orthopedic, degenerative, or oncological diseases, Pregnancy, childbirth unless covered specifically
- 9) Rest or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- 10) 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/Insured Person against.
  - b) Any peril hereby Insured/Insured Person against which itself results from pollution or contamination
- 11) Any injury and/or illness sustained or contracted leading to hospitalization
  - b) Whilst the Insured/Insured Person is under the influence of intoxicating liquor / drugs;
  - c) Whilst the Insured/Insured Person is engaging in aviation / ballooning / while mounting into or dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise);
- 12) Loss, destruction or damage directly or indirectly caused to the property Insured/Insured Person 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 radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- 13) Where the Insured/Insured Person is travelling against the advice of a Physician; or receiving or on a waiting list for receiving specified medical treatment; or is travelling for the purpose of obtaining treatment; or has received a terminal prognosis for a medical condition; or
- 14) suicide, attempted suicide (whether sane or insane) or intentionally self-inflicted Injury or Illness, or sexually transmitted conditions, mental or nervous disorder, anxiety, stress or depression, Acquired Immune Deficiency Syndrome (AIDS), Human Immune deficiency Virus (HIV) infection; or
- 15) serving in any branch of the Military or Armed Forces of any country, during War, We, upon written notification by You, shall return the pro rata premium for any such period of service during the War; or congenital anomalies or any complications or conditions arising there from; or
- 16) 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.

- 17) For any claim arising out of sporting risk in so far as they involve the training or participation in competitions of professional or semi-professional sportsmen or women (unless declared beforehand).
- 18) Loss, destruction or damage to the stocks in Cold Storage premises caused by change of temperature.
- 19) 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.
- 20) Expenses necessarily incurred on
  - a) Architects, Surveyors and Consulting Engineer's Fees and
  - b) Debris Removal by the Insured/Insured Person following a loss, destruction or damage to the Property Insured/Insured Person by an Insured/Insured Person peril in excess of 3% and 1% of the claim amount respectively.
- 21) Loss or damage to property Insured/Insured Person if removed to any building or place other than in which it is herein stated to be Insured/Insured Person, except machinery and equipment temporarily removed for repairs, cleaning, renovation or other similar purposes for a period not exceeding 60 days.

### **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, misdescription 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/Insured Person or any one acting on his behalf to obtain any benefit under this Policy.
2. **Reasonable Care:** The Insured/Insured Person shall take all reasonable steps to safeguard the interests of the Insured/Insured Person against 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/Insured Person, shall be a condition precedent to any liability of the Company to make any payment under this Policy.
4. **Material change:** The Insured/Insured Person 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/Insured Person 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/Insured Person shall keep an accurate record containing all relevant particulars and shall allow the Company to inspect such record. The Insured/Insured Person shall within one month after the expiry of the 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/Insured Person 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/Insured Person's or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.
8. **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/Insured Person's property, where the loss or damage has happened
  - b. Take possession of or require to be delivered to it any property of the Insured/Insured Person 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/Insured Person 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/Insured Person or diminish its rights to rely upon any of the conditions of this Policy in answer to any claim.
9. If the Insured/Insured Person 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.
10. **Right to inspect:** If required by the Company, an agent/representative of the Company including a loss assessor or a Surveyor appointed in that behalf shall in case of any loss or any circumstances that have given rise to the claim to the Insured/Insured Person be permitted at all reasonable times to examine into the circumstances of such loss. The Insured/Insured Person shall on being required so to do by the Company produce all books of accounts, receipts, documents relating to or containing entries relating to the loss or such circumstance in his possession and furnish copies of or extracts from such of them as may be required by the Company so far as they relate to such claims or will in any way assist the Company to ascertain in the correctness thereof or the liability of the Company under the Policy.
11. **Position after a claim:** The Insured/Insured Person shall not be entitled to abandon any Insured/Insured Person 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/Insured Person 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.



12. **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.
13. If in any case the Company shall be unable to reinstate or repair the Insured/Insured Person 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.
14. **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/Insured Person shall execute and deliver instruments and papers necessary to secure such rights. The Insured/Insured Person and any claimant under this Policy shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things as may be necessary or required by the Company, before or after Insured's/Insured Person's indemnification, in enforcing or endorsing any rights or remedies, or of obtaining relief or indemnity, to which the Company shall be or would become entitled or subrogated. However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable.
15. **Condition of Average:** If the Insured/Insured Person property be collectively of greater value than the Sum Insured thereon, then the Insured/Insured Person 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. However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable.
16. **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/Insured Person or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any loss or damage. However, this condition shall not be applicable for all the benefit based covers under the Policy, as applicable. (Not applicable for Section 1, Section 2 and Section 7)
17. **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/Insured Person 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.
18. **Multiple Policy:** If two or more policies are taken by You during the period for which You are covered under this Policy from one or more insurers, the contribution clause shall not be applicable where the cover/benefit offered:
  - is fixed in nature i.e. Personal Accident Benefit, if available under the Policy,
  - does not have any relation to the treatment costs;



- i. We also agree that even if, You are covered under multiple policies providing Personal Accident cover, We shall make the claim payments independent of payments received under other similar policies in respect of the covered event.
  - ii. We agree that even if two or more policies are taken by You during the time for which You are covered under this Policy from one or more insurers for indemnification of Your Hospitalisation treatment costs, We shall not apply the Contribution clause and You shall have the following rights
    - You may choose to get the settlement of claim from Us as long as the claim is within the limits of and according to terms and conditions of the Policy
    - If the amount to be claimed exceeds the Sum Insured under a single Policy after consideration of the deductible and co-pay, You shall have the right to choose any insurers including Us by whom You wish Your claim to be settled. In such cases, We shall settle the claim with contribution clause
    - Except for Personal Accident cover, in case if You have taken policies from Us and one or more insurers to cover the same hospitalization risk on indemnity basis, You shall only be indemnified the hospitalization costs in accordance with the terms and condition of the Policy.
19. **Sum Insured enhancement:** The Sum Insured under the Policy cannot be enhanced during its term. If you wish to enhance Your Sum Insured, You may cancel the current Policy held by You and purchase a new Policy with higher SI from Us.

### **General Conditions (applicable to the whole Policy)**

- 1) **Notice:** very notice and communication to the Company required by this policy shall be in writing. Initial notification can be made by telephone
- 2) **Reasonable Precautions** Insured/Insured Person shall take all reasonable precautions to prevent injury, illness, disease and damage in order to minimize claims. Failure to do so will prejudice the claim under this Policy.
- 3) **Misdescription** The Policy shall be void and all premium paid by You to Us will be forfeited in the event of a misrepresentation or concealment of any material information.
- 4) **Changes in Circumstances** You must inform Us, as soon as reasonably possible of any change in information You have provided to Us about the Insured/Insured Person which may materially affect the insurance cover provided.
- 5) The insurance under the Policy shall not attach to any Trip that shall have commenced prior to the date of commencement of Insurance under the Policy.
- 6) **Cancellation of the Policy** - At the request of the Insured/Insured Person, the Policy will be cancelled any time prior to the date of expiry mentioned in the Policy subject to the following conditions:
  - a) No request for cancellation shall be entertained nor shall the Policy be cancelled, unless such request is in relation to the Trip covered under the Policy in advance of the date of expiry of the cover.
  - b) No cancellation shall be effected unless the unexpired period of the cover exceeds 15 days;
  - c) In the event of cancellation of the Policy, the Company in addition to retaining proportionate premium for the expired portion of the cover shall also retain a sum of Rs. 50/- towards cancellation charges for the Policy before refunding the premium which the Insured/Insured Person is eligible hereunder;





- d) No cancellation of this Policy will be allowed in case the Insured/Insured Person has reported a claim under any of the sections of this Policy prior to the date of notice of cancellation and that stands admitted by the Insurer for any amount whatsoever.
- 7) **Deductible:** shown against the respective items of cover in the schedule of the Policy shall be applied separately for each and every claim preferred under the respective sections.
- 8) **Arbitration:** 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 herein before provided, if the Company has disputed or not accepted liability under or in respect of this Policy.
- 9) **Disclaimer Clause:** In case of any claim under the Policy which is not admitted by us and such claim shall not have been made subject matter of a suit in a court of law within 12 months from the date of disclaimer, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable under this Policy.
- 10) **Grievance or Complaint:** You may register a grievance or Complaint by visiting our website or write to us on [contactus@universalsompo.com](mailto:contactus@universalsompo.com). You may also contact the Branch from where You have bought the policy or the Complaints Coordinator who can be reached at Our Registered Office
- 11) **Geographical Limit:** The geographical scope of this Policy will be India and all claims shall be payable in Indian currency.
- 12) Documents of claim appropriate for each contingency and the consequent loss as listed in the respective sections of this Policy shall be forwarded to the Third Party Administrator as soon as the Insured/Insured Person returns to the City of Residence or the Place of Origin of the Insured/Insured Person (unless otherwise required by the Company or the Third Party Administrator) and in no case beyond a period of 30 days from the date of such return. In case the Trip is terminated anytime before the completion of the Trip covered hereunder, the Insured/Insured Person shall submit all the documents as soon as such termination shall take place, and in no case beyond a period of 30 days beyond the date of such termination. Each and every claim preferred under the policy irrespective of the sections of cover which they relate to shall be accompanied by original used ticket issued by the Common Carrier or the boarding pass in original indicating the travel dates, in relation to all the travels being part of the Trip. Submission of documents shall be a condition precedent to admission of liability under the Policy.
- 13) While simultaneously lodging a claim under the relevant section under this policy the Insured/Insured Person shall also take all steps to recover the loss from whosoever has been responsible for such loss caused to the Insured/Insured Person. The Insured/Insured Person shall then pursue his / her claim with the Company for the amount in excess of what has been recovered thereon. If the claim shall in advance of any such recovery have been settled under this Policy, the Insured/Insured Person shall undertake to repay to the credit of the Company the surplus of any amount that he / she recovered jointly under Policy as also from other sources. The appropriate documents in connection with such steps taken by the Insured/Insured Person vis-à-vis the agencies responsible for the loss as more explicitly described under the respective sections shall be submitted to the Company as and when available.



- 14) If at anytime during the Period of Insurance, or anytime thereafter the Insured/Insured Person shall commit any fraud or resort to fraudulent means to recover any claim under this Policy, Insured's/Insured Person's right for all benefits under this Policy shall be forfeited.
- 15) **Claim Documentation:** Any other document(s) that the Company requires from the Insured/Insured Person to process the claim and prove the authenticity of the loss may be asked for. If these additional documents are not submitted, then the Company will be relieved of its liability to pay the claim. If the Third Party Administrator or the Company request that bills/vouchers in a local language/ vernacular be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured/Insured Person.
- 16) **Obligations of the Insured/Insured Person:**
- 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/Insured Person 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.
  - c) If requested to do so by the Third Party Administrator, the Insured/Insured Person shall be obliged to undergo a medical examination by a Medical Practitioner designated by the Third Party Administrator.
  - d) The Third Party Administrator is authorized by the Insured/Insured Person to take all measures that are suitable for loss prevention and claim minimization, which includes the Insured's/Insured Person's transportation back to the City of Residence or the Place of Origin of the Insured/Insured Person.
  - e) The Company shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached by the Insured/Insured Person.

17) No sum payable under this Policy shall carry any interest / penalty

18) **Claim Procedure – General: Applicable to all covers under this Policy.**

On facing a contingency which shall result in a claim under any of the Sections under this Policy, immediate notice thereof shall be given by the Insured/Insured Person to the Third Party Administrator appointed by the Company, the details of which are furnished hereunder and after furnishing to them the identity as required by them shall get the claim registered. Failure to send such immediate notice may prejudice the Insured's/Insured Person's claim under the Policy.

Wherever details pertaining to happening of claim are conveyed by You to Us after reasonable period, You shall provide the reasons of such delay to Us and We may on analysis of reasons provided by You, may condone the delay in intimation of claim or delay in providing the required information/documents to Us.

19) **Claim Disclaimer**

In the unfortunate event of any loss or damage to the insured property resulting into a claim on this policy, please intimate the mishap IMMEDIATELY to our Call Centre at Toll Free Numbers on 1800-200-9134 1-800-22-4030 (for MTNL/BSNL users) or 1-800-200-4030 (other users) or on chargeable numbers at 022 – 39635200+91-22-27639800/+91-22-39133700. Please note that no delay should be allowed to occur in notifying a claim on the policy as the same may prejudice liability.

In case of any discrepancy, complaint or grievance, please feel free to contact us within 15 days of receipt of the Policy.



# UNIVERSAL SOMPO GENERAL INSURANCE CO LTD

## Universal Sompo General Insurance Co. Ltd.

Express IT Park, Plot No. EL - 94, T.T.C. Industrial Area, M.I.D.C., Mahape, Navi Mumbai-400710

Toll Free Numbers: 1-800-224030 (For MTNL/BSNL Users) or 1-800-2004030

Landline Numbers: (022)-27639800 or (022)-39133700 (Local Charges Apply)

E-mail Address: [contactus@universalsompo.com](mailto:contactus@universalsompo.com) Fax Numbers: (022)39171419

**Note:** Please include your Policy number for any communication with us.

### Senior Citizen Cell:

USGI has established a dedicated team of personnel to address the health insurance related claims and grievances of senior citizens. Direct Nos. 022-39171324, 022-39171375

### 20) Grievance or Complaint

In case You are aggrieved in any way, You may register a grievance or Complaint by visiting our website or write to us on [contactus@universalsompo.com](mailto:contactus@universalsompo.com).

#### Level 1 –

You may also contact the Branch from where You have bought the Policy or the Complaints Coordinator who can be reached at Our Registered Office.

You may also contact on our- Toll Free Numbers: 1800-200-5142 or on chargeable numbers at 022 – 39635200; and also send us fax at: 1800-200-9134

#### Level 2 -

You can also visit our Company website and click under links [Grievance Notification](#)

You can also send direct mail to the concerned authorities at- [grievance@universalsompo.com](mailto:grievance@universalsompo.com)

If the issue still remains unresolved, You may, , approach: -

- IRDAI- IGMS - <http://igms.irda.gov.in> for grievances redressal
- Insurance Ombudsman for the redressal of Your grievance.

The details of Insurance Ombudsman are available below and are also available on

<http://www.gbic.co.in/ombudsman.html>

<p style="text-align: center;"><b>AHMEDABAD</b></p> <p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Prakash Bldg, Tilak Marg, Relief Road,Ahmedabad - 380001. Tel nos: 079-25501201/02/05/06 Email: <a href="mailto:bimalokpal.ahmedabad@gbic.co.in">bimalokpal.ahmedabad@gbic.co.in</a></p>	<p style="text-align: center;"><b>BENGALURU</b></p> <p>Office of the Insurance Ombudsman, Jeevan Soudha Building, PID No. 57-27-N-19 Ground Floor, 19/19, 24th Main Road, JP Nagar, Ist Phase, Bengaluru – 560 078. Tel.: 080 - 26652048 / 26652049 Email: <a href="mailto:bimalokpal.bengaluru@gbic.co.in">bimalokpal.bengaluru@gbic.co.in</a></p>
<p style="text-align: center;"><b>BHOPAL</b></p> <p>Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203 Email: <a href="mailto:bimalokpal.bhopal@gbic.co.in">bimalokpal.bhopal@gbic.co.in</a></p>	<p style="text-align: center;"><b>BHUBANESHWAR</b></p> <p>Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: <a href="mailto:bimalokpal.bhubaneswar@gbic.co.in">bimalokpal.bhubaneswar@gbic.co.in</a></p>
<p style="text-align: center;"><b>CHANDIGARH</b></p> <p>Office of the Insurance Ombudsman, S.C.O. No. 101, 102 &amp; 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468</p>	<p style="text-align: center;"><b>CHENNAI</b></p> <p>Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284</p>



# UNIVERSAL SOMPO GENERAL INSURANCE CO LTD

<p>Fax: 0172 - 2708274 Email: <a href="mailto:bimalokpal.chandigarh@gbic.co.in">bimalokpal.chandigarh@gbic.co.in</a></p> <p style="text-align: center;"><b>DELHI</b></p> <p>Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: <a href="mailto:bimalokpal.delhi@gbic.co.in">bimalokpal.delhi@gbic.co.in</a></p>	<p>Fax: 044 - 24333664 Email: <a href="mailto:bimalokpal.chennai@gbic.co.in">bimalokpal.chennai@gbic.co.in</a></p> <p style="text-align: center;"><b>GUWAHATI</b></p> <p>Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 Email: <a href="mailto:bimalokpal.guwahati@gbic.co.in">bimalokpal.guwahati@gbic.co.in</a></p>
<p style="text-align: center;"><b>HYDERABAD</b></p> <p>Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: <a href="mailto:bimalokpal.hyderabad@gbic.co.in">bimalokpal.hyderabad@gbic.co.in</a></p>	<p style="text-align: center;"><b>JAIPUR</b></p> <p>Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 Email: <a href="mailto:Bimalokpal.jaipur@gbic.co.in">Bimalokpal.jaipur@gbic.co.in</a></p>
<p style="text-align: center;"><b>ERNAKULAM</b></p> <p>Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: <a href="mailto:bimalokpal.ernakulam@gbic.co.in">bimalokpal.ernakulam@gbic.co.in</a></p>	<p style="text-align: center;"><b>KOLKATA</b></p> <p>Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: <a href="mailto:bimalokpal.kolkata@gbic.co.in">bimalokpal.kolkata@gbic.co.in</a></p>
<p style="text-align: center;"><b>LUCKNOW</b></p> <p>Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: <a href="mailto:bimalokpal.lucknow@gbic.co.in">bimalokpal.lucknow@gbic.co.in</a></p>	<p style="text-align: center;"><b>MUMBAI</b></p> <p>Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: <a href="mailto:bimalokpal.mumbai@gbic.co.in">bimalokpal.mumbai@gbic.co.in</a></p>
<p style="text-align: center;"><b>NOIDA</b></p> <p>Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514250 / 2514252 / 2514253 Email: <a href="mailto:bimalokpal.noida@gbic.co.in">bimalokpal.noida@gbic.co.in</a></p>	<p style="text-align: center;"><b>PATNA</b></p> <p>Office of the Insurance Ombudsman, 1st Floor, Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006. Tel.: 0612-2680952 Email: <a href="mailto:bimalokpal.patna@gbic.co.in">bimalokpal.patna@gbic.co.in</a></p>
<p style="text-align: center;"><b>PUNE</b></p> <p>Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor, C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth, Pune – 411 030. Tel.: 020-41312555 Email: <a href="mailto:bimalokpal.pune@gbic.co.in">bimalokpal.pune@gbic.co.in</a></p>	

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