

# Overseas Student Travel Insurance

## PREAMBLE

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

## PART II OF THE SCHEDULE

### 1. Definition

- 1.1 **"Air Travel"** means the act of boarding an aircraft for the purpose of flying therein or alighting there from following a flight.
- 1.2 **"Checked-In Baggage"** means the baggage handed over by the Insured and accepted by the carrier, (airline / ferry company) for transportation in the same carrier in which the Insured is going to travel and for which the carrier has issued a baggage receipt to the Insured.
- 1.3 **"Company"** means the ICICI Lombard General Insurance Company Limited.
- 1.4 **"Dependent"** means the lawful spouse of the Insured not above the age of 60 years and any non-earning child of the Insured below the age of 18 years.
- 1.5 **"Disease"** means an illness, disorder or ailment suffered by the Insured and certified by a Physician or Surgeon.
- 1.6 **"Educational Institution"** shall mean any school, vocational institute, polytechnic, college, university or institute or higher learning which is duly licensed to provide educational services by trained services by trained or qualified teacher and where the Insured is registered as a full-time student.
- 1.7 **"Family"** means the primary Insured, his/her lawful spouse below the age of 60 years and maximum of four (4) dependent children below the age of 18 years.
- 1.8 **"Hijack"** means any unlawful seizure or exercise of control, by force or violence or threat of force or violence and with wrongful intent, of an air or sea commercial carrier on which the Insured is traveling.
- 1.9 **"Hospital/Nursing Home"** means any institution that is generally recognized as a hospital in the foreign country concerned and it is established for indoor care and treatment of sickness or injuries and is under the constant direction of a qualified physician.
- 1.10 **"Immediate Family Member"** shall mean an Insured Person's legally wedded spouse; siblings; siblings-in-law; parents; parents-in-law; legal guardian; ward; step-parents; who reside in India.
- 1.11 **"Injury"** means accidental bodily injury solely and directly caused by external, violent and visible and evident causes.
- 1.12 **"Insured"**, means the individual whose name specifically appears as such in Part I of the Schedule to this Policy.
- 1.13 **"Insurable Event"** shall mean an event, loss or damage for which the Insured shall be compensated under this Policy
- 1.14 **"Period of insurance"** is the duration of the Trip in respect of which the policy has been issued.
- 1.15 **"Physician"** means a person who is qualified to practice medicine or is a Surgeon and has a valid license issued by the appropriate authority for the same, provided that this person is not a member of the Insured's family.
- 1.16 **"Policy"** means Insured's proposal, the schedule, Company's covering letter to the Insured and any endorsement attaching to or forming part hereof, either at inception or during the period of insurance.
- 1.17 **"Pre-Existing Condition"** means the chronic illnesses or ailments and consequences of such illnesses or ailments existing or known to exist at the commencement of the trip abroad, even if the same had not been treated, or for illnesses treated or for which medical advice has been sought in the last six months before commencement of the trip abroad including their consequences.
- 1.18 **"Service Provider"** means any person, organisation or institution that provides services to the insured for an insured event, is covered under this policy and that is liable to be paid by the company.
- 1.19 **"Sum Insured"** means the maximum amount of coverage, as specified in Part I of the Schedule to this Policy, that the Insured is entitled to in respect of each benefit and as applicable per Trip under this Policy.

- 1.20 **"Sound Natural Teeth"** means natural teeth that are either unaltered or are fully restored to their normal function and are Disease-free, have no decay and are not more susceptible to injury than unaltered natural teeth.
- 1.21 **"Sponsor"** as used in the policy shall mean any individual responsible for paying the tuition fees of the student of his full time study in a registered educational institution outside of his home country.
- 1.22 **"Sponsor Protection"** means and includes the risks covered in Benefit 8 as described under the Scope of Cover.
- 1.23 **"Study Interruption"** means and includes the risks covered in Benefit 7 as described under the Scope of Cover.
- 1.24 **"Third Party Administrator"** means such person or persons as may be by the company from time to time to provide assistance to the Insured in terms of this policy.
- 1.25 **"Trip"** means booked and planned travel out of, and back to, the Republic of India
- 1.26 **"Trip Duration"** means the length of time period commencing from the date when the Insured travels out of the Republic of India and ending on the date of return of the Insured to the Republic of India, both days inclusive and calculated according to Indian Standard Time (IST).
- 1.27 **"Valuables"** means photographic, audio, video, computer and any other electronic equipment, telecommunications and electrical equipment, telescopes, binoculars, antiques, watches, jewelry, furs and articles made of precious stones and metals.

### 2. Scope Of Cover

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

#### BENEFIT 1 - HEALTH COVER

The Company shall compensate the Insured for expenses incurred for availing immediate medical assistance required as a consequence of such Insured falling ill or sustaining an accident whilst on a Trip abroad but not exceeding the Sum Insured for the coverage as mentioned in Part I of the Schedule hereto.

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

#### Terms and Conditions:

If the Insured falls ill or contracts any Disease or sustains an accident whilst on a Trip abroad during the Period of Insurance, then the Company will pay or arrange to pay for the following costs:

- 2.1 **Medical Expenses** : The Company shall pay the reasonable and customary charges, subject to the deductible excess shown in the policy schedule, for covered medical expenses incurred overseas by the insured person which are not due to a pre-existing condition up to the maximum stated in the policy schedule for the treatment of an injury or sickness sustained by the insured person while the policy is in effect. Any medical services or series of services with a cost greater than USD 1 shall not be covered by the Policy unless the insured person consult with the Third Party Administrator and the cost for such services are authorised in advance by the Third Party Administrator. Costs would be those incurred for medically necessary treatment undertaken during a Trip abroad less the deductible stated in the Schedule. For the purpose of this Benefit, 'treatment' shall be deemed to include only the following:
  - a) Out patient treatment, provided, the same is critical and cannot be deferred till the insured's return to the Republic of India.
  - b) In patient treatment in a local hospital at the place the Insured is staying at the time of occurrence of an insurable event or at the nearest hospital.
  - c) Medical aid that is prescribed by a Physician as necessary part of the treatment for broken limbs or injuries (e.g. plaster casts, bandages and walking aids).
  - d) Radiotherapy, heat therapy or phototherapy and other such treatment prescribed by a Physician.
  - e) X-Ray, diagnostic test, provided these pertain to the diagnosed diseases due to which hospitalization was deemed necessary.
  - f) Cost of transportation, including necessary medical care en-route, by recognized emergency service providers for medical attention at the nearest hospital or at the nearest Physician.
  - g) Cost of being transferred to a special clinic if this is medically necessary and prescribed as such by a Physician.
  - h) Life saving unforeseen emergency measures, or measures solely designed to relieve acute pain, provided to the Insured by the Physician for Disease/accident arising out of a pre-existing condition. The treatment for these emergency measures would be paid till the insured becomes medically stable or is relieved from acute pain. All further medical cost to maintain medically stable state or to prevent the onset of acute pain would have borne by the insured.

**This medical benefit would include the following:**

## **2.2 Transportation**

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

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

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

## **2.4 Repatriation of remains :**

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

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

## **3. Exclusions**

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

- 3.1 Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
- 3.2 Medical expenses/services, the need for which arises out of a Pre-existing Condition.
- 3.3 Treatment, which could reasonably be delayed until the Insured's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating Physicians and qualified personnel from the Third Party Administrator as the case may be.
- 3.4 Treatment of orthopedic, degenerative or oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve any acute pain.
- 3.5 For charges in excess of reasonable and customary charges as per the determination by the Third Party Administrator, as the case may be.
- 3.6 Any costs incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve acute pain.
- 3.7 Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner).
- 3.8 Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- 3.9 Any costs related to mental or psychiatric disorders.
- 3.10 Pregnancy, childbirth and any consequences thereof unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's or the child's life in the event of acute complications, provided the Insured pregnant woman has not completed the age of 38 years and also that the 30th week of the pregnancy is not yet completed.
- 3.11 Medical treatment of typical symptoms suffered during pregnancy and their consequences, including changes in other chronic conditions as a result of pregnancy.
- 3.12 Any medical check-ups during pregnancy or treatment of the pregnancy.
- 3.13 Rehabilitation and/or physiotherapy or the costs of prostheses/prosthetics (artificial limbs) etc
- 3.14 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

The following covers have been included in the Medical Expenses cover for the '...Plus' plans only and are not separate benefits, subject to the terms and conditions mentioned below. All mentions of these in the policy document are considered to deleted in entirety and amended as follows:

- a) Treatment for mental and nervous disorders, including alcoholism and drug dependency, are covered under this policy, subject to a maximum limit of US\$ 1,000. The payment for medical expenses will be limited to inpatient hospitalization of more than 24 hours provided by a hospital/ nursing home.
- b) In-patient medical expenses related to pregnancy are covered to a maximum limit of US\$ 500, after a waiting period of 10 months.
- c) Medical expenses for inter-collegiate sports injuries are covered under this policy as

part of the medical cover. These expenses will be treated as any other medical expenses for an accident, and will be subject to the terms of conditions mentioned in the policy.

- d) Cancer screening and mammographic examinations on recommendation from physician will be paid under this policy, subject to a maximum limit of US\$ 2,000. Expenses would be paid for the usual and customary charges incurred for these test. Any tests done as a part of preventive health check-up is not included under this benefit.
- e) Childcare benefits If the child is above 90 days of age, and is hospitalized for more than 2 days, for any ailment, hospital cash benefit of US\$ 100 will be paid, subject to a maximum of 7 days.

## **BENEFIT 2 - DENTAL TREATMENT**

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

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

## **4. Exclusions**

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

- 4.1 Medical treatment abroad if that is the sole reason or one of the reasons for temporary stay abroad.
- 4.2 Medical expenses/ services, the need for which arises out of a Pre-existing Condition.
- 4.3 Treatment, which could reasonably be delayed until the Insured's return to the Republic of India. The question of what can or what cannot be reasonably delayed will be decided jointly by the treating physicians and qualified personnel from the Third Party Administrator as the case may be.
- 4.4 Treatment of orthopedic, degenerative or oncological diseases, unless the medical assistance provided abroad involves unforeseen emergency measures to save the Insured's life or measures solely designed to relieve any acute pain.
- 4.5 For charges in excess of reasonable and customary charges as per the determination by the Third Party Administrator, as the case may be.
- 4.6 Any costs incurred in connection with cancer treatment, unless the medical assistance provided abroad involves unforeseen emergency measures to relieve acute pain.
- 4.7 Treatments relating to the removal of physical flaws or anomalies (cosmetic treatment or 'plastic' surgery in any form or manner).
- 4.8 Any costs incurred in connection with rest cures or recuperation at a spa or health resort, sanatorium, convalescence home or similar institution.
- 4.9 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

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

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

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

## **Terms and Conditions :**

- 1) The Company will compensate the Insured for the market value of checked-in baggage in the event of total and complete loss of such checked-in baggage caused by a carrier (i.e. airline, ferry company etc.) up to the limits stipulated in the Schedule provided that :
  - a) Maximum amount payable per checked-in bag, in case more than one bag has been checked-in, is 50 % of the applicable Sum Insured. In case of only one bag being checked-in, the amount payable is 100% of the applicable Sum Insured.
  - b) Insured has provided all reports, documents and other details concerning the loss to the Third Party Administrator.  
For the purposes of this Benefit, "market value" is the sum required to purchase new items of the same kind and quality less an amount representing wear and tear, usage, etc. at the time of loss.
- 2) In the event that the Company makes any payment or reimbursement under this benefit, it is a condition of such payment that any recovery from any carrier by the Insured, or on behalf of the Insured, under the terms of the Convention for the Unification of Certain Rules Relating to International Carriage by Air, 1929 ("Warsaw Convention") shall become the property of the Company.

## **5. Exclusions**

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

- 5.1 Valuables and money, all kinds of securities and tickets/passes or any other item not declared to, and agreed to by, the Company.

- 5.2 Loss of property unless a Property Irregularity Report or other report usually issued by carriers in the event of loss of checked-in baggage has been procured and submitted to the Company.
- 5.3 Any partial loss of the items contained within the checked-in baggage.
- 5.4 Items contained within the checked-in baggage, which are valued in excess of US \$ 100 without appropriate proof of ownership.
- 5.5 Losses arising from any delay, detention, confiscation by customs officials or other public authorities.
- 5.6 Loss due to complete/partial damage of the checked-in baggage.
- 5.7 Any checked-in baggage loss in the Republic of India.
- 5.8 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### BENEFIT 4 - PERSONAL LIABILITY

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

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

#### 6. Exclusions

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

- 6.1 Any claim arising from Insured's contractual liability or through promises made by the Insured.
- 6.2 Any claim of personal liability of the Insured towards his/her family, relations and traveling companions, whether personal or official.
- 6.3 Any claim resulting from transmission of an illness or disease by the Insured.
- 6.4 Any claim or damage resulting from professional activities involving the Insured.
- 6.5 Any claim for liability arising directly or indirectly from or due to:
  - a) The possession of animals.
  - b) The ownership or possession of vehicles, aircrafts, water crafts, or activities of the Insured involving parachuting, hang-gliding, hot air ballooning or use of firearms.
  - c) Any willful, malicious or unlawful act.
  - d) Insanity, the use of any alcohol/ drugs (except as medically prescribed) or drug addiction.
  - e) Any supply of goods or services on the part of the Insured.
  - f) Any ownership or occupation of land or buildings other than the occupation of any temporary residence.
- 6.6 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### Special Condition(s) :

- 1) The Company shall be responsible for contesting unjustified claims against the Insured and providing indemnity for damages, which the Insured has to pay. For indemnity to be provided against damages, the damages must be payable under an acceptance of liability given or approved by the Company or under a judicial decision rendered by a court of law.
- 2) If there is a legal action in process against the Insured over a personal liability issue, the Company may conduct the legal action, including appointment of legal counsel, at the Company's expense in the name of the Insured at the Company's sole discretion.
- 3) The Company will have the right, but in no case the obligation, to take over and conduct in the name of the Insured the defense of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defense of any claim, the Company may relinquish the same.

In the event the Company, in its sole discretion, chooses to exercise its right in pursuance of this condition, no action taken by the Company in the exercise of such right will serve to modify or expand in any manner, what the Company's liability or obligations under this Policy would have otherwise been had it not exercised its rights under this condition.

#### BENEFIT 5 - PERSONAL ACCIDENT

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

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

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

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

#### Terms & Conditions :

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

- 1) **Death of Insured** : If following an accident that causes death of the Insured within one year

from the date of accident, the Company will pay to the person nominated by the Insured, an amount as compensation subject to the maximum sum insured specified in Part I of the Schedule to the Policy.

- 2) **Permanent Disablement of the Insured**: If following an accident which caused permanent impairment of the Insured's mental or physical capabilities, the Company will pay the benefits as provided in the Table of Benefits below depending upon the degree of disablement provided that :
  - a) The disablement occurs within a year of the accident.
  - b) The disablement must be confirmed and claimed for prior to the expiry of a period of 3 months since occurrence of the disablement.

#### TABLE OF BENEFITS

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

#### 7. Exclusions

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

- 7.1 Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 7.2 Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- 7.3 Any payment under this Benefit whereby the Company's liability would exceed the sum payable in the event of death.
- 7.4 Any other claim after a claim for death has been admitted by the Company and becomes payable.
- 7.5 Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
- 7.6 Any claim arising out of an accident related to pregnancy or childbirth, venereal disease or infirmity.
- 7.7 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### Special Condition :

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

- b) To authorize doctors providing treatments or giving expert opinion and any other authority to supply the Company any information that may be required.

If the above obligations are not met with due to whatsoever reason, the Company shall be relieved of its liability to pay.

#### **BENEFIT 6 - BAIL BOND**

If the Insured is arrested or detained by the police/judicial authorities of the place at which he has specified in the proposal form whilst abroad, and if the offence for which he is arrested or detained is bailable, then the amount upto the maximum specified against this benefit in Part I of the Schedule to the policy, will be provided to the appropriate authority/court as the bail amount towards the arrest or detention, subject to the terms and conditions and the exclusions below.

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

#### **Terms and Conditions :**

The Company will pay or arrange to pay through the Third Party Administrator to the court directly on behalf of the Insured, the bail amount. This cover would be for bailable offences only.

The Insured shall appear in the court on the date specified by the court for trial and judgment.

If the bail bond is forfeited due to the misconduct or negligence or any wrongful act of the Insured or otherwise by breach of the terms of such bail bond, the amount of the bail bond will require being repaid by the Insured to the Company within 1 month after the bail bond is forfeited and if the Company so deems necessary (whether on expiry of such 1 month or otherwise), the Insured will be liable to repay the bail amount together with the interest rate of 18% p.a. accruing from the date of payment by the Company to the court until receipt thereof from the Insured, and the costs and expenses reasonably incurred by the Company in such behalf.

In case of death of the Insured, at the first instance, the Immediate Family Member, and in case where there is no immediate family member, the sponsor, if any, will be liable to produce the death certificate or the necessary documents, as per the local law, in the court within 1 month (of such death) for the release of the bail amount to the Third Party Administrator. In case they fail to do so, the Insured hereby agrees that the Company would have full right and authority to recover the bail amount from the estate of the Insured, or the parents/guardians of the Insured, and if applicable, the Sponsor.

The amount will be refunded to the Company or the Third Party Administrator by the court with which it was deposited as soon as the court releases the bail amount with which the deposit was made. In no case the amount will be paid out to the Insured.

The judgment shall have no bearing on the refund of the deposit to the Company or the Third Party Administrator. If the court imposes any penalty or fine on the Insured at the time of interim order or final judgment, then in that case the Insured will not be at the liberty to get the fine deducted or adjusted from the bail amount which was deposited by the Company or the Third Party Administrator.

#### **8. Exclusions**

The Company shall not be liable to make any payment under this benefit in connection with or in respect of any expenses whatsoever incurred by the Insured in connection with or in respect of all non-bailable offences as per the local Law of the country in which the incident has taken place or occurred whilst the Insured's trip abroad or on account of any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 7 - STUDY INTERRUPTION**

The Company shall pay the Insured, compensation in the event of Study Interruption upto the amount stated in the Part I of the Schedule to the Policy, subject to the terms and conditions and the exclusions below.

#### **Terms & Conditions:**

The Study interruption has to arise on the following grounds :

- 1) In the event of Hospitalization of the Insured of more than one consecutive month from either a covered Injury or sickness or in the case of terminal sickness or in the case of a medical repatriation, or
- 2) In case of death of any one immediate family member or the sponsor during the entire policy period, which leads the Insured to discontinue his / her studies for the remaining part of the current school semester for which Tuition has been paid, the Company shall reimburse the Insured, the Tuition fees which has already been advanced to the educational institution less possible/actual refunds, up to the amount stated in the Part I of the Policy Schedule.

In the event of a claim, the Insured shall make a request to the institution, in writing, seeking a written response from the institute towards any amount due to the insured by way of refunds, both of which shall require being provided to the Company. Only the figures shown on an official invoice(s) from the educational institution for payment of said Tuition Fees in conjunction with the refund statement, if any, shall be used for calculating any reimbursement paid by the Company. It cannot exceed the maximum amount stated in the Part I of the Schedule of benefits under this policy.

#### **9. Exclusions**

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

- 9.1 Routine physical check up and / or any related thereto;
- 9.2 A trip, the purpose of which was to obtain medical care;

- 9.3 Cosmetic or plastic surgery except as a result of an accident;
- 9.4 Elective surgery;
- 9.5 Any mental and nervous disorders, rest, cures or stress of any kind;
- 9.6 Alcoholism or drug addiction, or use of any drug or narcotic agent;
- 9.7 Any treatment provided by a family member;
- 9.8 Specific named hazards, hang gliding, mountaineering, rock climbing, sky diving, professional or amateur racing and piloting an aircraft;
- 9.9 Accidents due to mental disorders or disturbances of consciousness, strokes, fits or convulsions which affect the entire body and pathological disturbances caused by the mental reaction to the same.
- 9.10 Damage to health caused by curative measures, radiation, infection, poisoning except where these arise from an accident.
- 9.11 Any other claim after a claim for death has been admitted by the Company and becomes payable.
- 9.12 Any claim which arises out of an accident connected with the operation of an aircraft or which occurs during parachuting except when the Insured is flying as a passenger on a multi engine, commercial aircraft.
- 9.13 Any claim due to pregnancy or childbirth, venereal disease or infirmity.
- 9.14 Any exclusion mentioned in the 'General Exclusions' section of this Policy.

#### **BENEFIT 8 - SPONSOR PROTECTION**

The Company shall pay towards Sponsor Protection upto the amount as specified in the Part I of the Schedule, as per the terms and conditions and the exclusions below.

#### **Terms & Conditions :**

In the event of injury to the Insured's Sponsor, as stated in the Enrollment Form, resulting in Death in any form, the Company shall reimburse the Insured the Tuition Fee incurred for the remaining period of this education up to the maximum limit stated in the Part I of the Schedule of benefits. In the event of a claim, only the figures shown on official invoice(s) from the educational institution and voucher(s) of payment of the said Tuition fees, shall be used for calculating any reimbursement paid by the Company

The claim would be payable by the company upon submission of an official death certificate and a statement from a physician (which physician should not be a relative or spouse of the Insured or the Sponsor) stating cause of death, as proof of death, of the Sponsor, by the insured. Simultaneous claims under 'study interruption' and 'sponsor protection' is not permitted.

#### **10. Exclusions**

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.

#### **BENEFIT 9 - COMPASSIONATE VISIT**

The Company shall pay compensation, to the Insured in the event of Compassionate Visit by one Immediate Family Member, upto the amount stated in the Part I of the Schedule to the Policy, as per the terms and conditions and the exclusions below.

#### **Terms & Conditions**

In the event the Insured is Hospitalized for more than seven (7) consecutive days, and his medical condition forbids his repatriation and no adult member of his immediate family is present, the Company or the Third Party Administrator, after obtaining confirmation of need for a companion from our panel doctor / the Third Party Administrator, will provide a round trip economy class air ticket, or first class railway ticket, to allow one Immediate Family Member, during the entire period of insurance, to be at his bedside for the duration of his stay in the hospital.

Additionally, the company will refund the cost of stay of one immediate family member, up to the amount stated in the policy schedule. In any event, the Company's total liability for round trip transport and for daily allowances (accommodation and transportation only) shall not exceed the maximum amount stated in the Part I of the Schedule under this Policy.

In the event parent(s), spouse / child of the Insured is Hospitalized for more than (7) consecutive days, the Company or the Third Party Administrator, after obtaining confirmation of need for a companion from our panel doctor / the Third Party Administrator, will provide a round trip economy class air ticket, or first class railway ticket, to allow the Insured to be at the bedside of his parent(s), spouse / child for the duration of his/her stay in the hospital.

In any event, the Company's total liability for round-trip transport shall not exceed the maximum amount stated in the Part I of the Schedule under this Policy.

#### **11. Exclusions**

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.

#### **BENEFIT 10 - LOSS OF PASSPORT**

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

The deductible excess in respect of this benefit will be applicable for each separate claim, and

shall be of an amount as specified in Part I of the Schedule to this Policy.

## 12. Exclusions

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

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

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

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

- 1) Any claim relating to events occurring before the commencement of the cover or otherwise outside of the Period of Insurance.
- 2) Any claim if the Insured
  - a) Is traveling against the advice of a physician.
  - b) Is receiving, or is on a waiting list to receive, specified medical treatment declared in a physician's report or certificate.
  - c) Has received terminal prognosis for a medical condition.
  - d) Is taking part in a naval, military or air force operation.
- 3) Any claim arising out of illnesses or accidents that the Insured has caused intentionally or by committing a crime or as a result of drunkenness or addiction (drugs, alcohol).
- 4) Any claim arising out of mental disorder, anxiety, stress, depression, venereal disease or any loss directly or indirectly attributable to HIV (Human Immuno Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immuno Deficiency Syndrome) and/or any mutant derivative or variations thereof howsoever caused.
- 5) Illness and accidents that are results of war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
- 6) Any act of terrorism which means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological, or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.
- 7) Any claim arising from damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from :
  - a) Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
  - b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 8) Any claim arising out of sporting activities in so far as they involve the training or participation in competitions of professional or semi-professional sports persons, unless declared beforehand and necessary additional premium paid.

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

- 1) This policy will only be cancelled if the insured provides an attested copy of an alternate policy of the same type, duration and coverage that is issued for himself/herself, for the same period and destination; or a letter from the university / any other government authority indicating non-acceptance of this policy with valid reasons; or an attested copy of the insured's passport indicating rejection of his/her visa. A policy endorsement, decreasing the duration or affecting the geographical coverage in any way, will only be done if it is accompanied with an attested copy of the passport and original tickets that indicates the change in dates and/or geographical coverage.
- 2) This policy applies to the insured traveling abroad on student visa only. The minimum age for the insured shall be 16 years, and the maximum age of the insured shall be 35 years.
- 3) The maximum number of travel days that may be insured, under the policy, shall be 365 days. Provided that the policy may be extended only once beyond the initial period of 365 days during the trip duration by a maximum of additional 365 days. Provided further that for an Insured being up to the age of 35 years, the maximum trip duration (including the extension as provided earlier) shall not exceed 730 days in total.
- 4) Extension of policy during the duration of the Trip can only be done once, shall comply as per the underwriting guidelines of the company at that time, and at the sole discretion of the company. The insured shall submit a declaration letter clearly mentioning the claims filed

during the Original policy duration and also that he/she is unaware of any health condition today which could result in a claim during the extension period. The extension of any policy is at the sole discretion of the company, and they company is not liable to offer any reason to the insured if the policy is not extended.

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

### Claim Procedure :

- 1) The Insured shall immediately contact the Alarm Center of the Third Party Administrator or the Third Party Administrator stating the necessary details. The phone numbers of the Alarm Centers are as follows:  
In USA +1 877 352 7706 (Toll Free)  
In Canada +1 877 352 7693 (Toll Free)  
From the rest of the World +91 22 6787 2010(Call Back Facility)  
In India 1800 2666 (Toll Free and Accessible in India only)  
Fax +91 22 6734 7888  
E-mail : icicilombard@europ-assistance.in
- 2) The Third Party Administrator will verify the identity of the caller by asking his/her mother's maiden name.
- 3) Wherever, details pertaining to any incident which results in a claim, are conveyed by the Insured Person to the Assistance Service Provider after 30 days, Insured Person shall provide the reasons of such delay to the Company and the Company may on analysis of reasons provided by Insured Person, may condone the delay in intimation of claim or delay in providing the required information/documents to the Assistance Service Provider.
- 4) Wherever, details pertaining to any incident which results in a claim, are conveyed by the Insured Person to the Assistance Service Provider after 30 days, Insured Person shall provide the reasons of such delay to the Company and the Company may on analysis of reasons provided by Insured Person, may condone the delay in intimation of claim or delay in providing the required information/documents to the Assistance Service Provider.
- 5) In the event of an accident or sudden illness where it is not possible to do so before consulting a Physician or going to the Hospital, the Insured shall contact the Alarm Center as soon as possible. In either case, when being admitted as a patient, the Insured shall show the concerned Physician or personnel this Policy, if requested.
- 6) In the event of the death of the Insured, if the Bail Bond benefit has been availed, the Insured's Immediate Family Members or the Sponsor shall submit and official death certificate and a statement from a physician mentioning the cause of death, to the Third Party Administrator to be absolved of their obligation to pay the Bail Bond amount back to the Third Party Administrator / or the Company as soon as possible, in any case, within 1 month of the Insured's death. Death certificate from relatives or spouses will not be accepted

### Claims Settlement :

- 1) If the procedure stated above is complied with, the Third Party Administrator will guarantee to the service provider
- 2) The costs of hospitalisation, transportation for emergency services, transportation home for Insured and any covered accompanying person, transportation of the mortal remains, local burial, and bail bond assistance. All costs will be directly settled by the Third Party Administrator on the Company's behalf and the same shall constitute due discharge of the Company's obligations hereunder.

- 3) If the service provider does not accept the guarantee of payment from the Third Party Administrator, the company cannot be held liable for the same. The cost will then have to be borne by the insured & will be reimbursed by the company / the Third Party Administrator on submission of all required documents.
- 4) Reimbursement of all claims by the Third Party Administrator will be in India, in Indian Rupees at the exchange rate specified by the Reserve Bank of India, as applicable on the date the amount is billed.

**Claim Documentation :**

- 1) The original ticket / boarding pass or a copy of the passport indicating the travel dates must be submitted with every claim, along with the completed claims form.
- 2) The original bills and vouchers must be submitted along with all claims.
- 3) Bills/vouchers/reports/discharge summary must mention the name of the person treated, the type of illness, details of the individual items of medical treatment provided and the dates of treatment. Prescriptions must clearly show the medicines prescribed. The pharmacy bills must clearly show the price and the receipt stamp of the pharmacy. In the case of dental treatment, the bills/vouchers/reports must give the details of the tooth treated and the treatment performed. Treatment taken on different dates for separate ailments will be treated as separate claims. The claims form should clearly indicate the same and supporting should be provided for each one. Deductible will apply for each claim separately.
- 4) For reimbursement of the costs of transporting the mortal remains to the Republic of India or of the costs of burial abroad, an official death certificate and a physician's statement giving the cause of death needs to be submitted. Medical statements from relations or spouses will not be accepted. Original bills / receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- 5) For reimbursement of extra expenses of transportation of Insured to the Republic of India, a medical statement from a qualified & registered medical practitioner indicating the cause of illness and the necessity of the transportation needs to be submitted. Medical statements from relations or spouses will not be accepted. Original bills / receipts of the expenses incurred need to be submitted also. These would be paid as per the usual and customary charges incurred for the same.
- 6) In case of loss of checked-in baggage, a Property Irregularity Report or other report usually issued by the carriers in the event of loss of checked-in baggage will need to be submitted with the claims form. A letter from the airline will also need to be submitted stating the compensation received from them for the lost baggage.
- 7) Adequate proof of ownership of items contained within checked-in baggage valued in excess of the Indian Rupee equivalent of US \$ 100 for loss/delay of checked-in baggage will need to be submitted.
- 8) For personal liability, proof of judicial decision rendered by a court of law needs to be submitted.
- 9) For personal accident, bills/ vouchers/ reports/ discharge summary that are submitted, must mention the name of the person treated, the cause of accident, details of the individual items of medical treatment provided and the dates of treatment. Please attach post mortem report if applicable.
- 10) For Study Interruption, on account of death of the Insured's Immediate Family Member, medical reports, statements from treating doctor and an official death certificate with a physician's statement giving the cause of death. Medical statements from relations or spouses will not be accepted. If in case of hospitalisation of insured, medical reports, statement from physician indicating necessity for same needs to be submitted.
- 11) For Sponsor Protection, on account of death of the Sponsor, an official death certificate and a physician's statement giving the cause of death. All relevant medical and police reports also need to be submitted. Medical statements from relations or spouses will not be accepted.
- 12) For the Bail Bond benefit, the Insured shall forward a copy of the court order stipulating the amount required as Bail Bond.
- 13) For compassionate visit, medical reports and certificates from the doctor confirming the necessity for the same needs to be submitted.
- 14) Insured's Immediate Family Members or the Sponsor would be required to submit an official death certificate, along with a statement from a physician stating the cause of death, to the Third Party Administrator if they wish to be discharged of their liability of paying the bail amount to the company within 1 month of the Insured's death. Death certificate from relatives or spouses will not be accepted.
- 15) For loss of passport, a Police Report obtained within 24 hours of the Insured Person becoming aware of the theft needs to be submitted. Along with this, bills / receipts of expenses incurred in obtaining a new / fresh passport needs to be submitted.
- 16) Any other document(s) that the Company requires from the Insured to process the claim may be asked for. If the Third Party Administrator or the Company request that bills/vouchers in a foreign language be accompanied by an appropriate translation then the costs of such translation must be borne by the Insured.

**Obligations of the Insured :**

- 1) 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.

- 2) The Insured shall provide the Third Party Administrator on demand any information that is required to determine the occurrence of the Insured Event or the Company's liability to pay the benefits. In particular, upon request, proof shall be furnished of the actual commencement date of the Trip abroad.
- 3) If requested to do so by the Third Party Administrator, the Insured is obliged to undergo a medical examination by a Physician designated by the Third Party Administrator.
- 4) The Third Party Administrator is authorized by the Insured to take all measures that are suitable for loss prevention and claim minimisation which includes the Insured's transportation back to the Republic of India.
- 5) The Company shall be released from any obligation to pay insurance benefits if any of the aforementioned obligations are breached by the Insured.

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

- 1) If the Insured has any outstanding claims against third parties, such claims shall be transferred in writing to the Company up to the amount for which the reimbursement of costs is made by the Company in accordance with the terms hereunder.
- 2) In so far as an Insured receives compensation for costs he/she has incurred either from third parties liable for damages or as a result of other legal circumstances, the Company shall be entitled to set off this compensation against the insurance benefits payable, if any.
- 4) Claims to the insurance benefits may be neither pledged nor transferred by the Insured.
- 5) No sum payable under this Policy shall carry any interest / penalty.
  - a) Geographical Scope : The insurance cover applies to all countries stated in the Policy Schedule, except those countries, the citizenships of which the Insured possesses or where the Insured has a permanent place of residence.
  - b) In the event of the Insured's death, the Company or the Company's representatives shall have the right to carry out a post mortem/autopsy, at the Company's expense.

**PART III OF SCHEDULE**

**1. Standard Terms and Conditions**

**1.1 Incontestability and Duty of Disclosure**

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

**1.2 Reasonable Care**

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

**1.3 Observance of terms and conditions**

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

**1.4 Material change**

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

**1.5 Records to be maintained**

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

**1.6 No constructive Notice**

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

**1.7 Notice of charge etc.**

The Company shall not be bound to take notice or be affected by any notice of any trust, charge, lien, assignment or other dealing with or relating to this Policy, but the payment by the Company to the Insured or his legal representative of any compensation or benefit under the Policy shall in all cases be an effectual discharge to the Company.

**1.8 Special Provisions**

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

**1.9 Overriding effect of Part II of the Schedule**

The terms and conditions contained herein and in Part II of the Schedule shall be deemed to

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

#### 1.10 Electronic Transactions

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

#### 1.11 Duties of the Insured on occurrence of loss

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

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

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

#### 1.12 Rights of the Company on happening of loss or damage

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

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

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

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

#### 1.13 Right to inspect

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

#### 1.14 Position after a claim

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

#### 1.15 Indemnity

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

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

#### 1.16 Subrogation

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

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

#### 1.17 Condition of Average

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

#### 1.18 Contribution

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

#### 1.19 Fraudulent claims

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

#### 1.20 Cancellation/termination

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

#### 1.21 Cause of Action/ Currency for payments

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

#### 1.22 Policy Disputes

Any dispute concerning the interpretation of the terms, conditions, limitations and/or exclusions contained herein is understood and agreed to by both the Insured and the Company to be subject to Indian Law. Each party agrees to submit to the exclusive jurisdiction of the High Court of Mumbai and to comply with all requirements necessary to give such Court the jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such Court.

#### 1.23 Arbitration clause

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

#### 1.24 Renewal notice

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

#### 1.25 Notices

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

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

In case of the Company:

ICICI Lombard General Insurance Company Limited,  
ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi,  
Mumbai 400 025.

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

#### 1.26 Customer Service

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

#### 1.27 Grievances

For resolution of any query or grievance, Insured may contact the respective branch office of the Company or may call toll free no.1800-2666 or may approach us at the sub section "Grievance Redressal" on our website [www.icicilombard.com](http://www.icicilombard.com) (Customer Support section). However, if the resolution provided by us is not satisfactory you may approach Insurance Regulatory and Development Authority (IRDA) through the Integrated Grievance Management Section (IGMS) or IRDA Grievance Call Centre (IGCC) at their toll free no.155255. You may also approach Insurance Ombudsman, subject to vested jurisdiction, for the redressal of grievance. Details of Insurance Ombudsman offices are available at IRDA website: [www.irdaindia.org](http://www.irdaindia.org), or on the Company's website at [www.icicilombard.com](http://www.icicilombard.com).



**Mailing Address:** ICICI Lombard General Insurance Company Limited Interface Building No.11, 401/402 4th Floor, New Link Road Malad (W), Mumbai - 400064.

**Corporate Address :** ICICI Lombard General Insurance Company Limited, ICICI Lombard House, 414, Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi, Mumbai 400 025.

**Visit us at [www.icicilombard.com](http://www.icicilombard.com) Mail us at [customersupport@icicilombard.com](mailto:customersupport@icicilombard.com)**

Now One Number for all your Insurance needs **1800 2666 (Toll Free also accessible from your mobile)**

Insurance is the subject matter of the solicitation. IRDA Reg. No. 115, Misc 50.