

## Liberty Secure Travel

### **I. Definitions**

The following words and terms shall have the meaning as described herein, wherever they appear in this Policy. The references to singular or masculine will include references to plural and female wherever the context permits and vice versa.

1. **“Accident or Accidental”** - An Accident means sudden, unforeseen and involuntary event caused by external, visible and violent means.
2. **“Age”**—means completed age on last birthday as per English calendar.
3. **“Act of terrorism”**- means the calculated use of violence (or the threat of violence) against civilians, harmful to human life, tangible or intangible property or infrastructure in order to attain goals that are political, economical, religious or racial interests; this is done through intimidation or coercion or instilling fear. Terrorism shall also include any act which is verified or recognized by the relevant Government as an act of Terrorism.
4. **“Claims Administrator/Third Party Administrator (TPA)/Service Provider”** - means an organization or institution that is licensed by the IRDAI and engaged for a fee or remuneration to provide claims facilitation services to the Insured/Insured person and the Company and that We appoint from time to time as specified in the Policy Schedule.
5. **“Common Carrier”**- means any civilian land or water conveyance or Scheduled Aircraft, in each case operated under a valid license issued by relevant authority for the transportation of passengers for hire.
6. **“Condition Precedent”** - Condition Precedent means a Policy term or condition upon which the Insurer's liability under the Policy is conditional upon.
7. **“Deductible”**- Deductible means a cost-sharing requirement under a health insurance policy that provides that the Insurer will not be liable for a specified rupee amount in case of indemnity policies and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the Insurer. A deductible does not reduce the sum insured. Deductible will be applicable for each event claimed by the Insured.
8. **“Declaration”**—means explicitly written or verbal statement/ information provided by the Insured during the course of Insurance, which forms the basis of this contract.
9. **“Disclosure to information norm”** - The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact.
10. **“Doctor/Physician/Medical practitioner”**- 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 his license, somebody who is not related to Insured either by sharing the residence of Insured or is a family member of the Insured. It would also include specialist Surgeon and Anesthetist.

11. **“Group”**-A group should consist of persons who assemble together with a commonality of purpose or engaging in a common activity like employees of a Company. Non-employer-employee groups like employee welfare associations, holders of credit cards issued by specific Company, customers of a particular business where insurance is offered as an add on benefit, borrowers of bank, professional associations or societies may also be treated as a group provided the president/ secretary/ manager/ group organizer in his capacity as organizer of the group has an authority from majority of the members of the group to arrange insurance on their behalf or is doing so as a part of a necessary security for other matters such as bank on the life of borrowers.
12. **“Hazardous Activity”**- participating in any sports or activity which could pose an increased risk or danger to You, and may require You to take additional precautions to avoid injury or claim.
13. **“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 inpatient beds, in towns having a population of less than 10,00,000 and 15 inpatient 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 make these accessible to the Insurance Company’s authorized personnel.
14. **“Illness”**- Illness means a sickness or a disease or pathological condition leading to the impairment of normal physiological function 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:
    1. it needs ongoing or long term monitoring through consultations, examinations, check-ups, and/or tests.
    2. it needs ongoing or long term control or relief of symptoms.
    3. it requires Your rehabilitation for the patient or for the patient to be specially trained to cope with it.
    4. it continues indefinitely.
    5. it recurs or is likely to recur.
15. **“Immediate family member”** – means Insured’s spouse, children, parents, siblings, children in law, parents in law, siblings in law, grandchildren, grandparents, legal guardian who reside in India
16. **“Inclement weather”** – means any catastrophic weather conditions which affect the Scheduled arrivals or departures of the common carriers and does not include normal, seasonal climatic/ weather changes.

17. **“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.
18. **“Insured/ You/ Your/ Yourself”** - means a Group Policyholder on whose name the Policy is issued.
19. **“Insured Person/s”** - means the person/s named in Certificate of Insurance issued by the Company either directly or through Group Policyholder, for whom the insurance is proposed and appropriate premium is paid.
20. **“Insured Journey”** - means a Single Trip, Onward Trip and Multi-Trip undertaken during the Policy Period to a destination within India by a common carrier/owned vehicle/private vehicle.
21. **“Limb”** - means the hand above the wrist joint or foot above the ankle joint.
22. **“Limit of Indemnity”** - means the amount stated in the Schedule against each relevant Section, which shall be Our maximum liability under this Policy (regardless of number of Claims made) for any one claim and in the aggregate for all claims under such Section subject to deductible specified in the Policy Schedule.
23. **“Medical Expenses”** - Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been Insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
24. **“Nominee”** means the person named in the Proposal or Schedule to whom the benefits under the Policy is nominated by the Insured Person.
25. **“Notification of Claim”** - Notification of claim means the process of intimating a claim to the Insurer or TPA through any of the recognized modes of communication.
26. **“Passenger”** -means a fare paying traveller on a public or private conveyance other than the driver, cleaner, pilot, crew or on duty employee of the service provider.
27. **“Permanent Total Disablement”** - means Doctor certified total, continuous and permanent physical or functional loss of body parts as a result of accidental bodily injury.
28. **“Policy”**– means this document of Policy describing the terms and conditions of this contract of insurance including the Company’s covering letter to the Insured if any, the Schedule attached to and forming part of this Policy, the Insured’s Proposal form and any applicable endorsement attaching to and forming part thereof either at inception or during the period of insurance.
29. **“Policy Period”** - means the period between the inception date and the expiry date as specified in the Schedule to this Policy or the cancellation of this insurance, whichever is earlier.

30. **“Pre-existing condition”** - Pre-Existing Disease means any condition, ailment or injury or related condition(s) for which there were signs or symptoms, and / or were diagnosed, and / or for which medical advice/treatment was received within 48 months prior to the first policy issued by the insurer and renewed continuously thereafter.
31. **“Proposal and Declaration Form”** - means any initial or subsequent declaration made by the Insured/ Insured Person/s and is deemed to be attached and forming part of this Policy.
32. **“Professional Sports”** means a sport, which remunerates a player in excess of 50% of his or her annual income as a means of their livelihood.
33. **“Strike”** - means a stoppage of work(a) Announced, organized and sanctioned by a labor union; and (b) Which interferes with the normal departure and arrival of a Common/Private Carrier. Included in the definition of Strike are work slowdowns, lockouts and sickouts.
34. **“Subrogation”** - Subrogation means the right of the Insurer to assume the rights of the Insured Person to recover expenses paid out under the Policy that may be recovered from any other source.
35. **“Table of Benefits”** means the Table of Benefits specified under Accident Benefits section of this Policy.
36. **“Trip”** - shall mean a ‘Single Trip’ or Onward Trip’ or ‘Multi Trip’ as specifically mentioned in the Schedule to the Policy undertaken by the Insured Person (s) within the Policy Period.
  - i. Single Trip: shall mean and include a Trip undertaken by the Insured Person (s) from the Place of Residence or Place of Origin on or after the Policy start date & time and return to the Place of Residence in the City of Residence on or before the Policy end date & time.
  - ii. Onward Trip: shall mean and include a Trip undertaken by the Insured Person (s) from the Place of Residence or Place of Origin on or after the Policy start date & time and the date & time of reaching to the Place of Destination or arrival of the common carrier at destination, as specifically mentioned in the Policy Schedule, on or before the Policy end date & time.
  - iii. Multi Trip shall mean and include one or more Single Trips during the Period of Insurance up to maximum no. of days per Single Trip as specified in the Policy Schedule.

The Trip shall be deemed to be completed on the Date of Expiry of Insurance as specified in Part I of the Schedule, provided further that for a Multi Trip Policy, the Multi Trip shall be deemed to be completed on the completion of the last Single Trip undertaken as part of the Multi Trip or expiry of cover whichever is earlier.

37. **“Trip Duration”**- means the time period commencing from the date & time when the Insured Person (s) travels out of the Place of Residence or Place of Origin and ending on the date & time of return to the City of Residence and/or Place of Origin and includes both days for a ‘Single Trip’ & in case of ‘Onward Trip’ ending at the Place of Destination or arrival of the common carrier at destination, as specifically mentioned in the Policy Schedule.
38. **“War”** – means Open and declared conflict between the armed forces of two or more states or nations to achieve economic, geographic, nationalistic, political, racial, religious or other ends.
39. **“We, Us, Our, Company”** – means Liberty General Insurance Limited.

## **II. Scope of Cover**

### **1. Accidental Death**

The Company agrees to pay the Sum Insured specified in the Policy Schedule under this Section to the Nominee or legal representative, if during the Trip an Insured Person (s) sustains Bodily Injury which directly and independently of all other causes results in Death within twelve (12) months of the Date of Loss.

If applicable and if payment has been made under the Permanent Total Disablement Section, any amounts paid under that Section would be deducted from payment of a claim under this Section of the Policy.

#### **Specific Extension**

**Disappearance-** In the event of the disappearance of the Insured Person, following a forced landing, stranding, sinking or wrecking of a conveyance in which such Insured Person was known to have been travelling as an occupant during the Trip, it shall be deemed after twelve (12) months from the date of loss, subject to all other terms and conditions of this Policy, that such Insured Person shall have died as the result of an Accident. If at any time, after the payment of the Accidental death benefit considered under disappearance, it is discovered that the Insured Person is still alive; all payments shall be reimbursed in full to the Company.

#### **Exclusions applicable to Accidental Death**

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

- 1) Any medical condition or complication arising from condition for which medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines) was recommended or received before the commencement of the Policy Period, or condition that had manifested itself in such a manner that would have caused a reasonably prudent person to seek medical advice, diagnosis, care, or treatment (includes receiving services and supplies, consultations, diagnostic tests or prescription medicines), or injury, illness, sickness, disease, or other physical, medical, mental, or nervous conditions, known disorder or ailment that, with reasonable medical certainty, existed at the time of application for the insurance herein.
- 2) In case of any routine health checkup/ investigations without any objective existence of impairment of normal health.
- 3) For any medical expenses beyond the Policy period specified in the Schedule.
- 4) Medical treatment if the same is the sole reason or one of the reasons for travel.
- 5) In respect of claims arising out of or attributable to travel undertaken against medical advice, or if the Insured is under treatment for illness declared in medical report or medical certificate provided by the Insured with the proposal form.
- 6) 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, venereal disease, alcoholism, drunkenness or abuse of drugs.
- 7) Participation of the Insured as driver/co-driver or rider/pillion rider in races and rallies. Losses on account of Accidental injuries arising out of driving vehicle without having valid driving License and/or not following all safety norms of the jurisdiction (e.g. Wearing helmet whilst driving, driving within specified speed limits etc.).
- 8) If the Insured is exposed to any hazardous occupation like but not limited to working with fireworks, trainer or instructor for trekking, mountaineering, scuba diving, winter sports, etc. (except in life saving

- attempt), any criminal or illegal act, serving in any branch of the Military or Armed Forces of any country, whether in peace or War. In case of such service in Military or Armed Force, We, upon written notification by You, shall return the pro rata premium for any such period of service during the Trip.
- 9) Claims arising out of any participation of the Insured unless under supervision of a trained professional in winter sports, mountaineering (where ropes or guides are customarily used), bungee jumping, rafting, underwater diving, parasailing, ballooning, parachuting, skydiving, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, potholing, abseiling, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports, hunting or equestrian, skin diving or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), professional sports or any other hazardous or potentially dangerous sport.
  - 10) For any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power, terrorism.
  - 11) For elective cosmetic/plastic surgery except as a result of accidental bodily injury during the Policy period.
  - 12) For Dental care except as a result of accidental bodily injury to the sound natural teeth, during the Policy Period.
  - 13) Any claims arising directly or indirectly out of external congenital anomalies.
  - 14) Any claims arising directly or indirectly out of internal congenital anomalies for a waiting period of one year from the date of commencement of the first Policy.
  - 15) Pregnancy resulting in childbirth, or complication arising out of any of the foregoing, expenses related to treatment of infertility or birth control measures except ectopic pregnancy and miscarriage or abortion where the proximate cause is an Accident happening during the Trip.
  - 16) Routine pre-natal care, childbirth, care of newborns, post-natal care, birth control, artificial insemination, infertility, impotency or sexual dysfunction, sterilization or reversal thereof.
  - 17) Treatment of all forms of cancer/neoplasm.
  - 18) Treatment incurred as a result of exposure to non-medical nuclear radiation and/or radioactive material(s).
  - 19) Any costs incurred in connection with rest or recuperation at a spa or health resort, sanatorium convalescence home or similar institution.
  - 20) Expenses towards immunizations and treatment towards obesity, its causes and complications.
  - 21) Experimental, unproven or non-standard treatment.
  - 22) Medicines, investigations and treatment not supported by prescription by the physician.
  - 23) Treatment by any other system other than modern medicine (also known as Allopathy).
  - 24) The cost of spectacles, contact lenses, and hearing aids, crutches, artificial dentures, crowns and all other external appliances and/or devices whether for diagnosis or treatment.
  - 25) All those exclusions listed under General Exclusions.

## **2. Trip Cancellation extension**

The Company will reimburse You the cost of ticket booked to travel by a Common Carrier for the Trip, up to the limit specified in the Policy Schedule and deductible as applicable, which are unrecoverable from any other sources, if Your Trip needs to be cancelled prior to commencement from Your place of residence or place of origin or the no. of days as specified in Your Policy schedule from the departure date and time of the common carrier.

## Special Condition

- i. Our payment will be reduced by any sum for which the Common Carrier is liable to make payment
- ii. The city of destination on ticket booked from other carrier should be same as originally booked travel ticket which was cancelled.
- iii. The cover is not applicable when the Common Carrier is suspended, grounded off or not operating for whatsoever reason.

## III. General Exclusions applicable to all the Sections

The Company shall bear no liability to make the payment in respect of claims arising directly or indirectly out of or attributable or traceable to any of the following:

1. Any consequential losses causing damage to any property arising directly or indirectly from:
  - 1.1-Any radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.
  - 1.2-Contamination by radioactivity from any nuclear waste from combustion of nuclear fuel.
  - 1.3-Any sickness or disease related to and arising out of existence, production, handling, manufacture, sale, distribution, deposit or use of asbestos or product thereof, e.g. Asbestosis.
2. Any loss or damage arising from Insured person committing any breach of law with criminal intent.
3. Insured travelling in India unless as a fare paying passenger.
4. Any and all consequential losses.
5. Insured's participation in any naval, military or air forces operations whether in the form of military exercises, war games or actual engagement with domestic or foreign enemies.
6. For any loss arising out of War, civil war, invasion, insurrection, revolution, act of foreign enemy, hostilities (whether War be declared or not), rebellion, mutiny, use of military power or usurpation of government or military power, terrorism.
7. Self-inflicted injury, willful or deliberate exposure to danger, suicide or attempt threat.
8. Insured being under the influence of alcohol, drugs or intoxicating substances during and Insured event.
9. Participation of the Insured in any sports events as a professional or for gain or rewards thereof unless covered and specified in your Policy Schedule.
10. Driving any vehicle without valid driving license and all precautionary measures following traffic rules and regulations.
11. Any pathological fractures.
12. Pregnancy except ectopic pregnancy resulting in childbirth or complication arising out of any of the foregoing and expenses related to treatment of infertility or birth control measures unless the medical assistance provided involves unforeseen emergency measures to save the Insured's or the child's life in event of acute complications, provided that the Insured has not completed the age of 38 years and 30<sup>th</sup> week of pregnancy.
13. Routine pre-natal care, childbirth, care of newborns, post-natal care, birth control, artificial insemination, infertility, impotency or sexual dysfunction, sterilization or reversal thereof.
14. Any Pre-existing conditions and complications arising out of the same unless declared and agreed by the Company.
15. Any claim lodged being fraudulent in any respect or false declaration made or use of support documents or devices by You or anyone acting on Your behalf to obtain benefit out of the Policy by wrongful means or willful act.

16. Travel against medical advice, receiving or waiting to receive any medical treatment, received any terminal prognosis for medical condition.

#### **IV. General Conditions Applicable to all Sections**

##### **A. Declaration**

- i. The Company shall have no liability towards any claim arising under this Policy if You make any false/incorrect declaration/information in the proposal form for insurance, which is material for accepting the risk and offering the cover under the Policy.
- ii. The Company further understands that You have read the Policy and Prospectus and have understood the implications of the contents prior to affixing Your signature on the Proposal Form.

##### **B. Transfer of Interest**

The insurance Policy forms a Contract between the Company and the Insured Person. The Person under the Policy is not eligible to transfer, assign, alienate or in any way pass the benefits and/or liabilities to any other person, Institution, Hospital, Company or Corporate without specific prior approval in writing from the authorized officer of the Company. However, if the Insured Person is permanently incapacitated or deceased, the legal heirs of the Insured may represent him in respect of Claim under the Policy.

##### **C. Contribution**

The Company shall be liable to settle the ratable proportion of the admissible amount towards the loss or damage in case You are covered under any other Policy covering the similar losses, at the time of loss during the Policy Period. The clause will be applicable for indemnity covers and not for benefit covers under the Policy.

##### **D. Subrogation**

The Insured and any claimant under this Policy, shall at the expense of the Company do or concur in doing or permit to be done all such acts and things that may be necessary or reasonably required by the Company for the purpose of enforcing any rights and remedies or obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon the Company 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 the Insured's indemnification by the Company. The clause will be applicable for indemnity covers and not for benefit covers under the Policy.

##### **E. Arbitration**

- i) Any dispute or difference arising towards the quantum to be paid under the Policy (liability being otherwise admitted) shall independently of all other questions be referred to decision of a sole arbitrator in writing by the parties, 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 the arbitrators comprising of two arbitrators, one 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 or any amendment or repealment thereto. The



law of the arbitration will be the Indian law, and the seat of the arbitration and venue for all hearings shall be within India.

- ii) 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.
- iii) 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 award by such arbitrator/arbitrators of the amount of the loss or damage shall be first obtained.
- iv) If these arbitration provisions are held to be invalid, then all such disputes or differences shall be referred to the exclusive jurisdiction of the Indian Courts.

#### **F. Age**

The Age shall be computed as on the Policy start Date.

- i) Entry age of the Insured will be 18 years and exit age would be 80 years and that for dependent children will be 91 days to 18 years.
- ii) In Annual Multi Trip travel plans for frequent travelers, the entry age of the Insured will be 18 years and exit age would be 80 years.

#### **G. Electronic Transaction**

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 validates 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, has his concurrence and full understanding of the terms and conditions affecting this Contract and 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 Company may exchange, share or part with any information to or with other 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 when done so after agreement with Insured.

#### **H. Cancellation/Termination of the Policy**

This Policy will terminate at the expiration of the period for which premium has been paid or on the Expiration Date shown in Policy Schedule.

##### **Cancellation by Insurer:**

The Policy shall be void and all premium paid hereon shall be forfeited to the Company, in the event of misrepresentation, mis-description or non-disclosure of any material fact in the Proposal Form, statement, declaration, claim form and connected documents or any material information having been withheld or a Claim being fraudulent or any fraudulent means or devices being used by Insured to gain benefit under the Policy. In such event of policy cancellation no premium shall be refunded to the Insured.

The Company may, in the event of non-cooperation of the Insured/Insured person/s cancel this Policy, by giving 15 days notice in writing by Registered Post Acknowledgment due to the Insured/ Insured Person/s at his / their last known address in which case the Company shall be liable to repay a rateable proportion of the

premium for the unexpired term from the date of the cancellation subject to there being no claim made/ reported under the Policy.

**Cancellation by Insured/Insured Person:**

No cancellation of the policy by the insured will be allowed in case the insured has reported and received payment for a claim under any of the covers of this Policy prior to the date of notice of cancellation.

- i. This Policy may be cancelled by the Insured within 10 days from the policy period end date, by intimation in writing to the Company as long as the Insured is able to establish to the Company's satisfaction that the Insured Journey has not commenced. Upon cancellation, the Company shall be entitled to deduct 10% of the premium amount received as administration charges and refund the balance amount.
- ii. There will be no refund of premium if the cancellation is made after 10 days from the policy period end date and/or the Insured Journey has commenced and/or any claim reported and received payment for a claim under any of the covers of this Policy.

**I. Notifications & Declarations**

The Insured needs to send any and all notices and declarations to the Company in writing only. Any and all notices and declarations for the attention of the Company shall be sent to the address specified in the Policy Schedule.

**J. Fraud**

If the Insured shall make any Claim knowing the same to be false or fraudulent as regards amount or otherwise, this Policy shall be void and all Claims or payments hereunder shall be forfeited.

**K. Governing Law**

The construction, interpretation and meaning of the provisions of this Policy shall be determined in accordance with the laws of India. The section headings of this Policy are included for descriptive purposes only and do not form part of this Policy for the purpose of its construction or interpretation. The terms of this Policy shall not be waived or changed except by endorsement issued by the Company.

**L. Entire Contract**

The Policy constitutes the complete contract of insurance. No change or alteration in this Policy shall be valid or effective unless approved in writing by the Company, which approval shall be evidenced by an endorsement on the Policy. No agent shall or has the authority to change in any respect whatsoever any term and conditions and exclusions under this Policy or waive off any of its provisions.

**M. Notification of Claims**

Upon the happening of any event giving rise or likely to give rise to a claim under this Policy, the Insured/Insured Person(s) shall give immediate notice to the Us/ Claims Administrator by calling toll-free number or in writing to the address as shown in the Schedule with Particulars below:

- i. Policy Number/ Certificate No.
- ii. Name of the Insured / Insured Person availing treatment
- iii. Type of claim
- iv. Details of the injury
- v. Name and address of the Hospital
- vi. Any other relevant information

## **N. Payment of Claim**

- i. We will make payment to You or Your Nominee. If there is no Nominee and You are incapacitated or deceased, We will pay Your heir, executor or validly appointed legal representative and any payment We make in this way will be a complete and final discharge of our liability to make payment.
- ii. No person other than the Insured /Insured Person(s) and/ or nominees named in the proposal and/or legal heir can claim or sue us under this Policy
- iii. On receipt of all the documents as mentioned under Annexure 'A'- Claim Documents Checklist as provided hereunder and on being satisfied with regards to admissibility of the claims as per Policy terms and conditions, We shall settle the claim within 30 days from the date of receipt of last necessary documents. In the case of delay in the payment of a claim, We shall be liable to pay interest from the date of receipt of last necessary document to the date of payment of claim at a rate 2% above the bank rate. 'bank rate' means 'Bank rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which claim has fallen due'
- iv. However, where the circumstances of a claim warrants an investigation in the Our opinion, We shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary documents. In such cases, We shall settle the claim within 45 days from the date of receipt of last necessary documents. In case of delay beyond stipulated 45 days, We shall be liable to pay interest at a rate 2% above bank rate from the date of receipt of last necessary document to the date of payment of claim
- v. In the event that the Company decides to reject a claim made under this Policy, the Company shall do so within a period of 30 days of the investigation report or the additional investigation report, as the case may be, in accordance with the provisions of 'Protection of Policyholders' Interest Regulations, 2017'.
- vi. The Policy - excludes the Standard List of excluded items - attached in the Policy document.
- vii. All the claim payments with respect to the claims made by the Insured will be made in Indian Rupees only.
- viii. The following will apply specifically in respect of a Claim under Accidental Death
  - a) The Insured or legal heir in case of death of the Insured, shall furnish all certificates, Post mortem report, information, proofs or other evidence in support of the Claim.
  - b) The Insured shall present himself for medical examination by a Medical Advisor as considered necessary by the Insurance Company / Claims Administrator at his expense and the Insured agrees that the Insurance Company / Claims Administrator may approach anyone who may have treated the Insured for information and/or documentation in respect of the Claim.
  - c) The Insured or legal heir in case of death of the Insured, shall furnish the additional documents if required to assess the claim to the Company.

## **V. Claim Documents Checklist**

Following is the indicative document list for reimbursement claims:

### **Accident Death:**

- Duly Completed Personal Accident Insurance Policy Claim Form signed by Nominee.
- Boarding pass and/or ticket towards the journey
- Copy of address proof (Ration card or electricity bill copy).
- Attested copy of Death Certificate.
- Burial Certificate (wherever applicable).
- Attested copy of Statement of Witness, if any lodged with police authorities.
- Attested of FIR / Panchanama / Inquest Panchanama.
- Attested copy of Post Mortem Report (only if conducted).
- Attested copy of Viscera report if any (Only if Post Mortem is conducted).
- Claim form with NEFT details
- Original cancelled cheque with payee name printed on the cheque. If the name of the payee is not printed on the cheque please provide copy of first page of bank passbook
- Original Policy copy

### **Trip Cancellation Extension:**

- Duly filled and signed Claim Form.
- Policy copy
- Letter from insured mentioning the reason of trip cancellation with related proof
- Confirmation of cancellation of the Trip from the Common Carrier detailing the circumstances of cancellation
- Copies of Travel ticket and boarding pass of flight or travel ticket in case of rail or any other common carrier boarded by Insured.
- Medical reports and doctor's certificate in case of medical reasons for Trip cancellation/Curtailment
- Copy of death certificate in case of death of the immediate family member.
- Proof of travel and accommodation expenses made in advance for the trip
- Copies of receipts of travel and accommodation and proof of refund received for travel and accommodation expenses.
- Certificate from service providers about deductions of travel and accommodation charges.
- Cancelled cheque

**Disclaimer:** Coverage's, Terms & Conditions are only outlined briefly in this document. For complete details, policy wording needs to be referred.