

Issuing Office :

TRAVEL COMPANION - OVERSEAS TRAVEL INSURANCE POLICY**IMPORTANT**

Please make sure you read and fully understand this Document before you travel from the Republic of India. Please also read carefully the full details of the procedure for obtaining assistance and claims. Failure to follow the instruction given could result in rejection of the claim

This policy clause is applicable for the different Travel Plans listed. The sections covered under the respective plans are given in the table below.

Plan opted	Sections Applicable
Travel Care	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-V.
Travel Secure & Travel Value	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section-J, Section-V.
Travel Family (Family Floater)	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F,
Travel Age	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-J, Section-V.
Corporate Lite & Corporate Plus	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section-I .
Student Companion -Standard /Silver / Gold	Section-A, Section-B, Section-C, Section-F, Section-S, Section-T, Section-U,
Travel Asia Flair /Supreme	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G
Travel Elite Silver / Gold / Platinum	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Travel Age Elite Silver/Gold/Platinum	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Corporate Elite Lite / Plus	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Travel Asia Elite Flair /Supreme	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section –H, Section M, Section-V
Travel Elite Family (Family Floater)	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Student Elite Standard/Silver/Gold	Section-A, Section-B, Section-C, Section-F, Section M, Section –P Section-S, Section-T, Section-U,
Travel Insure Silver / Gold	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Travel Insure Super Platinum	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I,, Section-J, Section-K, Section-L,

	Section-M, Section –N, Section –O, Section –P, Section Q, Section R, Section-V
Travel Age Insure Silver / Gold / Super Platinum	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Corporate Insure Lite / Plus	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Travel Asia Insure Flair / Supreme	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section –H, Section M, Section-V
Travel Insure Family(Family Floater)	Section-A, Section-B, Section-C, Section-D, Section-E, Section-F, Section-G, Section-H, Section- I, Section-J, Section-K, Section-L, Section-M, Section –N, Section-V
Student Insure Standard/Silver/Gold	Section-A, Section-B, Section-C, Section-F, Section M, Section –P Section-S, Section-T, Section-U,
Travel Scholars Guide	Section-A, Section-C, Section E, Section-F, Section M, Section –P Section-S, Section-T, Section-U,
Travel Brilliant Minds	Section-A, Section B, Section-C, Section E, Section-F, Section M, Section –P Section-S, Section-T, Section-U,
Travel Super Age Elite	Section A, Section B, Section C, Section D, Section E, Section F, Section G, Section H, Section I, Section J, Section K, Section V, Section L, Section M, Section N,
Travel Corporate Age Lite / Travel Corporate Age Elite	Section A, Section B, Section C, Section D, Section E, Section F, Section G, Section H, Section I
Travel Times Elite	Section A, Section B, Section C, Section D, Section E, Section F, Section G, Section H, Section I, Section J, Section K, Section L, Section M, Section N, Section V
Travel Age Plus	Section A, Section B, Section C, Section D, Section E, Section F, Section G, Section H, Section I, Section J, Section K, Section L, Section M, Section N, Section V

Whereas the Insured has made to Bajaj Allianz General Insurance Company Ltd (hereinafter called the “Company”), a proposal which is hereby agreed to be the basis of this Policy and has paid the premium specified in the Schedule, now the Company agrees, subject always to the following terms, conditions, exclusions, and limitations, to indemnify the Insured in excess of the amount of the Deductible and subject always to the Sum Assured against such loss as is herein provided.

A OPERATIVE PARTS

1. Section A: Personal Accident

- 1.1 The Company will pay the **Section A Sum Assured** specified in the Schedule if the Insured sustains Accidental Bodily Injury during the course of The Insured Journey and such Bodily Injury is within 12 months of the date upon which it was sustained the sole and direct cause of the
 - 1.1.1 Insured’s death,
 - 1.1.2 Permanent Total Disablement,
- 1.2 Provided always that the policy will not pay under more than one of the foregoing sub clauses in respect of the same accident and in excess of the amount stated in the schedule.
- 1.3 The company will be liable to pay 50% of the Sum assured stated in the schedule in respect of the death of the insured person if the insured person’s age is under 18 years; to be calculated at the time of effecting this insurance.

2 Section B: Medical Expenses & Medical Evacuation & Repatriation

- 2.1 The Company will indemnify the Insured up to the Section B Sum Assured specified in the Schedule in respect of:
 - 2.1.1 The Medical and related expenses incurred by the Insured for medical treatment outside India. The expenses covered would include physician services, hospital and medical services and local emergency medical

transportation. Dental Services for immediate relief of dental pain are covered upto the amount specified in the schedule. However dental care rendered necessary as a result of a covered accident shall be subject to the limit of cover as stated in the policy.

- 2.1.2 Medical Evacuation to a hospital** in the Republic Of India required as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having first manifested itself during an Insured Journey. The Medical Evacuation will have to be pre-approved by the Insurance Company / Claims Administrator of the Insurance Company.
- 2.1.3 The Cost of repatriating the Insured's remains to India, or up to an equivalent amount for the burial or cremation of the Insured in the country where the death occurred in the event of the Insured's death outside of India as a result of Accidental Bodily Injury and/or Sickness and/or Disease occurring or having first manifested itself during an Insured Journey. These expenses should be pre-approved by the Insurance Company / Claims Administrator prior to the remains are prepared for transportation to the Republic of India or for local burial or cremation.
- 2.1.4 In case of Medical Evacuation to hospital in India as per 2.1.2 above and if approved by the Insurance Company / Claims Administrator, and subject to the Section B Sum Assured remaining (if any), the Company will also indemnify the Insured in respect of the Medical Expenses incurred by him within India to continue medical treatment commenced by the Insured outside of India, as a result of the Insured first having sustained Accidental Bodily Injury and/or Sickness and/or Disease during the course of the Insured Journey. The Company's liability to make payment hereunder shall be limited to a period of 90 days from and including the date upon which the aforesaid Accidental Bodily Injury and/or Sickness and/or Disease occurred or first manifested itself, and to Medical Expenses at the Usual and Customary Level.
- 2.1.5 The deductible applicable as per the schedule of the policy would be applicable in respect of each and every claim made under the policy and the company's liability in all claims put together under Section B would be restricted to the Section B Sum Assured as per the schedule of the policy during the policy period.

Exclusions applicable to Sections A & B

- 2.2 The Company shall be under no liability to make payment in respect of any routine physical or other examination where there is no objective indication of impairment of normal health, and for medical treatment obtained within the Republic of India save as provided for under Section B 2.1.4
- 2.3 The Company shall be under no liability to make payment of any Medical Expenses incurred beyond the expiry of the Policy Period, save as provided for under Section B 2.1.4.
- 2.4 The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
- 2.4.1 Where the insured is:
- 2.4.1.1 Travelling against the advice of a Physician; or
 - 2.4.1.2 Receiving or on a waiting list for specified medical treatment declared in the Physician's report or certificate provided by the Insured in his proposal; or
 - 2.4.1.3 Travelling for the purpose of obtaining treatment; or
 - 2.4.1.4 In receipt of a terminal prognosis for a medical condition.
- 2.4.2 Suicide, attempted suicide or wilfully self-inflicted injury or illness, mental disorder, anxiety/stress / depression/nervousness having no underlying physical illness as a cause; venereal disease, alcoholism, drunkenness or the abuse of drugs.
- 2.4.3 Any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variation thereof however caused.
- 2.4.4 The participation of the Insured unless under supervision of a trained professional in winter sports, mountaineering (where ropes or guides are customarily used), caving or potholing, hunting or equestrian, skin diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), professional sports or any other hazardous or potentially dangerous sport.
- 2.4.5 The participation of the Insured in riding or driving in races or rallies.
- 2.4.6 Losses arising from Accidents as a driver on motorised vehicles unless at the time of the Accident the insured is in possession of a current full international driving licence and while riding a two wheeler is wearing a safety crash helmet.

- 2.4.7 Losses arising directly or indirectly from manual work or hazardous occupation, self-exposure to needless peril (except in an attempt to save human life), or if engaging in any criminal or illegal act.
- 2.4.8 Pregnancy, resulting childbirth, miscarriage, abortion, or complication arising out of any of the foregoing.
- 2.4.9 Experimental, unproven or non-standard treatment.
- 2.4.10 Treatment by any other system other than modern medicine (also known as Allopathy).
- 2.4.11 The cost of spectacles, contact lenses, and hearing aids, crutches, and all other external appliances and/or devices whether for diagnosis or treatment.
- 2.4.12 Any medical condition or complication arising from it which existed before the commencement of the Policy Period, or for which care, treatment or advice was sought, recommended by or received from a Physician.
- 2.4.13 In case of Plan Travel Brilliant Minds (Students) claims under this section arising out of sickness/illness is specifically excluded.

3 Section C: Loss of Checked Baggage

The Company will pay the Insured up to the **Section C Sum Assured** specified in the Schedule in respect of the complete and permanent loss or destruction of the Insured's Checked Baggage, save that the Company may, in its sole and absolute discretion, opt to reinstate or replace the Checked Baggage as an alternative to making payment to the Insured hereunder.

Specific Conditions

It is a condition precedent to the Company's Liability hereunder that upon discovering the loss of Checked Baggage the Insured shall obtain a relevant property irregularity report from the Airline and submit the same to the Insurance Company / Claims Administrator in the event of a Claim.

- 3.1 The Company's liability to make payment shall not arise until liability is admitted by the Airline.
- 3.2 The company's liability will be restricted to maximum of 50 % of the Sum assured (as per the schedule of the policy) per piece of baggage and 100 % of the sum insured for all pieces of checked in baggage put together. Any Claim for any item lost in respect of which the claim exceeds Rs 6000/- or other currency equivalent must be supported by documentation evidencing the insured's ownership of the same, such documentation to be submitted to the Insurance Company/ Claims Administrator in the event of a claim. In the absence of this, the maximum liability shall be restricted to 50% of the cost of this item, subject to maximum Rs 6000/-.
- 3.3 In case of the same baggage being covered under any other insurance the policy will contribute its rateable proportion.
- 3.4 The Company's payment to the Insured will be reduced by:
 - 3.4.1 any payment made under Section D below, and
 - 3.4.2 any sum for which the Airline is liable to make payment.

Exclusions applicable to Section C

- 3.5 The self-carried baggage is specifically excluded from the policy coverage.
- 3.6 Partial destruction of baggage or missing of contents from the baggage is not covered under the policy.
- 3.7 The Company shall be under no liability to make payment hereunder in respect of any Claim for valuables.

4 Section D: Delay of Checked Baggage

The Company will pay the Insured up to the **Section D Sum Assured** specified in the Schedule in respect of the Insured's emergency purchase of toiletries, medication and clothing to replace those contained in Checked Baggage, the arrival of which is delayed by more than 12 hours beyond the time of the Insured's arrival at the intended destination outside of India.

Exclusions Applicable to Section D

- 4.1 Delay of baggage when the intended destination is in India

Specific Condition

- 4.2 It is a condition precedent to the Company's Liability hereunder that upon discovering the delay in arrival of the Checked Baggage the Insured shall obtain written non-delivery confirmation from the Airline along with the period of delay, which must be submitted to the Insurance Company / Claims Administrator in the event of a Claim.
- 4.3 In case of more than one claim during the insured journey the Company's liability in all claim put together will be restricted to the Section D Sum Insured. The time deductible of 12 hrs will apply separately for every claim.

5 Section E: Loss of Passport

In the event of the Insured's loss of his passport, the Company will pay the Insured the **Section E Sum Assured** (less the deductible) specified in the Schedule towards expenses necessarily incurred by the Insured in obtaining a duplicate or fresh passport.

Exclusions Applicable to Section E

The Company shall be under no liability to make payment for:

Loss or damage to the Insured's passport as a result of the confiscation or detention by customs, police or any other authority.

- 5.1 Loss which is not reported to the appropriate police authority within 24 hours of the discovery of the loss, and in respect of which an official report has not been obtained.
- 5.2 Loss caused by the Insured's failure to take reasonable steps to guard against the loss of the passport.

6 Section F: Personal Liability

The Company will indemnify the Insured up to the **Section F Sum Assured** (less the deductible) specified in the Schedule against any legal liability incurred by the Insured in his private capacity to pay Damages for third party civil Claims arising out of Accidental Bodily Injury or Accidental Property Damage occurring during an Insured Journey.

Specific Conditions

- 6.1 No Deductible shall be applicable in respect of the legal liability incurred by the Insured in his private capacity to pay Damages for third party Accidental Bodily Injury.
- 6.2 The Company's liability to indemnify the Insured under this Section shall be to the extent finally determined by a foreign court of law or otherwise as consented to in advance by the Company. In the event that legal action is taken against the Insured within India, it is a condition precedent to the Company's liability hereunder that the Insured shall:
 - 6.2.1 give immediate written notice to the Company to the address specified in the Schedule, and
 - 6.2.2 not incur any defence costs or expenses, admit liability for or settle or attempt to settle, make any admission or offer any payment or otherwise assume any contractual obligation with respect to any claim or claimant without the prior written consent of the Company, which shall be entitled (but in no case obligated) at any time to take over and conduct in the name of the Insured the defence and/or settlement of any action or claim and shall be entitled at all times to receive the Insured's cooperation and assistance and to appoint lawyers on the Insured's behalf. Any and all costs and expenses incurred by the Company or the lawyers appointed by the Company shall be a first charge on the Sum Assured hereunder.
- 6.3 The Company shall not settle any claim without the express consent of the Insured, but if the Insured refuses an available settlement recommended by the Company then the Company's liability shall thereafter be restricted to the amount by which the claim could have been settled.

Exclusions Applicable to Section F

The Company shall not be under any liability to make payment for Claims arising out of:

- 6.4 the Insured's liability to any employee (whether under a contract of or for services);
- 6.5 Bodily Injury to and/or Property Damage to property belonging to the Insured's Family, any co-worker of the Insured, and any travelling companion of the Insured;
- 6.6 any liability for Bodily Injury and/or Property Damage arising directly or indirectly from or due to:
 - 6.6.1 livestock belonging to the Insured or in the Insured's care, custody or control;

- 6.6.2 any wilful, malicious, criminal or unlawful act, error, or omission;
6.6.3 the pursuit of any trade, business of profession, employment or occupation;
6.6.4 the ownership, possession or use of vehicles, aircraft, or watercraft;
6.6.5 parachuting, hand-gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;
6.6.6 the use or misuse of any alcohol, hallucinogenic substance, drugs (except those used as medically prescribed), or drug addiction;
6.6.7 the supply of goods or services;
6.6.8 any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).
6.6.9 Any professional liability arising out of the insured's profession/activities.

7. Section G - Hijack cover

For each 24 hour period the insured is detained by hijackers following hi-jacking of any aircraft in which the insured is traveling, the Company will pay the sum specified in the schedule subject to the maximum limit specified in the schedule. All other policy terms and conditions shall remain unaltered.

8. Section H - Trip Delay

Subject to all other terms and conditions, if the air craft on which the insured is booked to travel from India is delayed beyond 12 hours than the original scheduled departure time, the Company will pay the sum mentioned in the schedule for every 12 hours delay in excess of 12 hours, subject to the maximum amount mentioned in the schedule.

However, the Company will not pay,

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

9. Section I – Hospitalisation Daily Allowance

Subject to all other terms and conditions, it is hereby agreed that following hospitalisation of the insured named in the Schedule of the policy due to an accident or illness covered under the policy, a daily allowance as specified in the schedule shall be paid by the Company under this policy. For this purpose a day will be reckoned as continuous 24 hours. All other terms and conditions shall remain unaltered.

10. Section J– Golfer's Hole-in-one

Subject to all other terms and conditions, it is hereby agreed that the insurer shall reimburse expenses incurred in celebration of achieving a hole-in-one by the insured during the trip, anywhere in the world excluding India, in a United States Golfers' Association (USGA) recognized golf course, subject to maximum the limit shown in the Schedule against this cover. All other terms and conditions shall remain unaltered.

11. Section K – Trip Cancellation

Subject to all other terms and conditions, the Company will indemnify the insured subject to limits shown in the schedule, for loss of personal accommodation or travel charges paid or contracted to be paid by the insured, which are not recoverable from any other source, following the necessary and unavoidable cancellation of the trip prior to its commencement because of:

1. insured's death, serious injury or sudden sickness requiring minimum three day hospitalisation
2. death of insured's spouse or parent or child
3. serious injury or sudden sickness requiring minimum three days hospitalisation of insured's wife or child who were booked to travel with the Insured and who is also insured with BAGICL
4. Compulsory quarantine or prevention of travel by Government

12. Section L – Trip Curtailment

Subject to all other terms and conditions, the Company will indemnify the insured subject to limits shown in the schedule, for loss of personal accommodation or travel charges paid or contracted to be paid by the insured, which are not recoverable from any other source, following the necessary and unavoidable curtailment (the cutting short by early return to India) of the trip because of:

1. death, serious injury or sudden sickness of your spouse or child residing with you in India and who is not travelling with you on the insured journey
2. the hijack of an aircraft in which you are travelling as a fare-paying passenger

13. Section M – Accidental Death & Disability (Common Carrier)

The policy will pay the sum insured specified in the schedule in addition to the sum insured specified under the personal accident section if the insured sustains Accidental Bodily Injury during the course of the insured journey while travelling in a common carrier such as rail, bus, tram or aircraft and such bodily injury is within 12 months of the date upon which it was sustained the sole and direct cause of the Insured's death or Loss of Two Eyes and/or loss of Two Limbs or Loss of one limb and one Eye.

14. Section N – Home Burglary Insurance

The policy will indemnify the insured for claims made in respect of loss of or damage to contents of the insured's home in India (located at the address mentioned in the policy schedule) caused by actual or attempted Burglary and/or Robbery during the policy period. The cover incepts from the date of departure of the insured from the country and ends on the expiry date or date of return to the country whichever is earlier. The company's liability will be limited to the sum insured specified in the schedule. The cover excludes loss or damage to jewellery and valuables.

15. Section O - Missed Connection

Subject to all other terms and conditions, if the air craft on which the insured is booked to travel from India is delayed beyond 12 hours than the original scheduled arrival time at the destination of the connecting flight resulting in the insured missing the connecting flight, the company will pay the sum mentioned in the schedule towards missed connection. For a Claim to be admissible under this section it is a condition precedent to liability that the claim is admissible under Section H: Trip Delay

16. Section P - Bail Bond Insurance

Subject to all other terms and conditions if the insured is arrested for any inadvertent law breaking during his/her travel overseas the company would pay the amount as mentioned in the schedule towards the bail amount for release.

However, the Company will not pay,

1. for any bail amount where the insured has been charged for breaking the law with Criminal Intent
2. for any bail amount where the insured has been charged for over speeding in a vehicle.

17. Section Q- Adventure Sports Insurance

Subject to all other terms and conditions if the insured incurs any medical expenses due to injuries as a result of the insured's participation in any adventure sports the Company will pay the amount incurred towards such medical expenses subject to the maximum mentioned in the schedule.

18. Section R - Laptop Insurance

Subject to all other terms and conditions if the insured incurs a loss due to damage to or theft of his/her Lap Top During the journey abroad and within the policy period the Company will indemnify the insured the loss subject to the sum mentioned in the schedule

However, the Company will not pay,

1. for any electrical or mechanical breakdown of the lap top
2. for any loss of soft wares or data in the lap top and any consequential loss
3. for any loss as a result of any action taken by customs department.

Claim Settlement: The claim shall be settled at Market Value of the Laptop before the loss, which will be arrived at by depreciating the value by 25% per annum. However the maximum liability would be restricted to the SI.

19. Section S - TUITION FEE Coverage

In the event of the insured unable to continue the school semester due to any of the following reasons arising during the policy period, the Company shall reimburse the tuition fee paid in advance for the current semester, subject to maximum the limit shown in the schedule:

1. Serious medical condition of the insured requiring hospitalisation covered under the policy
2. Death or serious injury requiring hospitalisation of either of the parents of the insured

This coverage is also subject to the exclusions of Personal Accident and Medical Expenses sections of the policy.

Documents required for admission of a claim

- Duly filled in claim form
- Copy of the receipt of payment of advance tuition fee
- Letter informing the school regarding the inability of the student to continue the semester duly acknowledged by the school

20. Section T - ACCIDENT TO SPONSOR Coverage

In the event of the sponsor named in the schedule meets with an accident during the policy period, which results in his death or permanent total disability during the policy period, the Company shall reimburse the remaining school fee subject to maximum the limit shown in the schedule.

This coverage is also subject to the exclusions under the Personal Accident section of the policy.

21. Section U – FAMILY VISIT Coverage

In the event of the insured is hospitalized as a result of an accidental injury or sickness covered under the policy and the attending physician in writing advises the necessary attendance of a Family Member of the Insured, the Company will reimburse the actual cost of economy class transportation by the most direct route via a common carrier subject to maximum the sum insured. For this purpose, family member shall mean spouse, parent, sibling and in laws of the insured.

Following is not an insurance benefit but an assistance provided by the Insurance Company/Service Provider – International SOS. The terms and conditions are as below:

22. Section V– Emergency Cash Advance

In case of this section being available under the Travel Plan selected by the insured and shown in the schedule of the policy issued to him/her:

This is an assistance service when the insured person requires emergency cash following incidents like theft/burglary of luggage/money or hold up. The assistance company shall co-ordinate with the insured person's relatives in India to provide emergency cash assistance to the insured person as per his requirement, upto the limit specified in the policy schedule.

- As soon as the need arises insured person calls up SOS on the telephone number indicated in the policy schedule.
- SOS shall verify the details of the insured and ascertain the amount of cash required, local contact in India who can provide payment security including delivery charges through credit card or close relatives
- SOS organizes cash delivery after obtaining payment security from insured or his relatives.

B DEFINITIONS

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

23.1 "Insured" means the person named in the Schedule.

23.2 "Insurance Company / Claims Administrator" means the person or organisation named in the Schedule.

23.3 "Medical Advisors" means the medical practitioners appointed by the Insurance Company / Claims Administrator.

23.4 "Physician" means a qualified medical practitioner holding both a valid degree and a valid license (issued by the appropriate authority in the jurisdiction within which he operates) and acting within the scope of such license. "Physician" shall not include any member of the Insured's family.

23.5 "Medical Expenses" means medical expenses (including those for medicines, Physicians, hospitals, ambulances, medical procedures and services) that in the written opinion of the Insurance Company / Claims Administrator and the treating Physician, expressed at the time of examination or treatment of the Insured, are medically necessary in order to maintain life and/or relieve immediate pain or distress caused by Sickness and/or Disease and/or Accidental Bodily Injury first manifested and/or sustained during the Policy Period.

23.6 "Loss of Eye" means the total and irrecoverable loss of sight from either or both eyes.

23.7 "Loss of Limb" means the loss of one or both hands or one or both feet by permanent physical severance at or above the wrist or ankle, and includes the total and permanent loss of use of either or both hands or either or both feet.

23.8 "Checked Baggage" means the baggage offered by the Insured and accepted by an Airline for international transportation in the same aircraft as the Insured and for which the airline *has provided a baggage receipt*, and the contents of the baggage checked in by the Insured so long as such contents do not violate any Airline policy or rule restricting the nature of items that may be carried on board its aircraft.

23.9 Valuables" means:

23.9.1 electronic and electrical equipment including, but not limited to, photographic equipment,

- audio equipment, video and/or televisual equipment, computers and/or organisers;
- 23.9.2 binoculars, spectacles, sunglasses, or the like;
- 23.9.3 watches or jewellery or precious stones or models or coins or curios, sculptures, manuscripts, stamps, collections of stamps, rare books, medals, moulds, designs or any other collectibles;
- 23.9.4 gold or silver or any precious metals or articles made from any precious metals; deeds, ATM Cards, credit cards, charge cards, bonds, bills of exchange, bank treasury or promissory notes, cheques, money, securities or any other negotiable instrument.

23.10 "*Policy Period*" means the period between:

- 23.10.1 the commencement date specified in the Schedule, being the date upon which the Insured first boards the mode of transportation by which it is intended that he shall finally leave India for the Insured Journey or the actual date upon which the Insured boards as aforesaid so long as that is within 14 days of the commencement date as specified in the Schedule, and
- 23.10.2 the expiry date specified in the Schedule (provided that this Policy shall automatically be extended for a period of 7 days if the completion of the Insured Journey is delayed solely because of a failure of public transportation or other services upon which the Insured was reliant) or the date upon which the Insured returns to India, whichever is earlier.

23.11 "*Accident*" and "*Accidental*" means a fortuitous event or circumstance that is sudden, unexpected and unintentional and caused by external, violent and visible means.

23.12 "*Family*" means the Insured's spouse and children.

23.13 "*Bodily Injury*" means any Accidental physical bodily harm but does not include any Sickness or Disease.

23.14 "*Usual and Customary Level*" means medical charges that:

- 23.14.1 do not exceed the usual levy of charges for similar treatment or allied services, in the locality where such treatment or allied services have been obtained; and
- 23.14.2 do not include charges that would not have been made if no insurance existed.

23.15 "*Policy*" means the *proposal*, the *Schedule*, the *Policy* documents and any endorsements attaching to or forming part hereof either on the commencement date or during the Policy Period.

23.16 "*Sickness*" means a condition or an ailment affecting the general soundness and health of the Insured's body that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.

23.17 "*Disease*" means an affliction of the bodily organs having a defined and recognised pattern of symptoms that first manifests itself during the Policy Period and for which immediate treatment by a Physician is necessary.

23.18 "*Deductible*" means the amount stated in the Schedule, which shall be borne by the Insured in respect of each and every Claim made under this Policy. The Company's liability to make any payment under the Policy is in excess of the Deductible.

23.19 "*Theft*" means the dishonest misappropriation by any person of the Insured's property with the intention to permanently deprive the Insured of that property.

23.20 "*Sum Assured*" means the amount stated in the Schedule against each relevant Section, which shall be the Company's maximum liability under this Policy (regardless of the number of the amount of Claims made) for any one Claim and in the aggregate for all Claims under such Section.

23.21 "*Claim*" means a Claim under an operative part of this Policy in respect of an insured event that has taken place or is likely to take place. All Claims resulting from one and the same event or circumstance shall jointly constitute one Claim under this Policy and as having been made at the time when the first Claim was made in writing and the Deductible shall be applicable to each section independently.

23.22 "*Airline*" means a public airline that holds a proper license for the jurisdiction in which it operates and that operates scheduled flights for passengers and cargo.

23.23 "*Schedule*" means the schedule, and any annexure to it, attached to and forming part of this Policy.

23.24 "*Insured Journey*" means a single journey during the Policy Period to a destination outside of India, which is undertaken (departure and arrival) during the Policy Period.

23.25 "*Medical Evacuation*" means the removal of the Insured from abroad to a hospital within India where necessary medical care can be accorded to him, including medical care required en route.

23.26 "*Property Damage*" means actual physical damage to tangible material property belonging to a third party.

23.27 "*Damages*" means monetary sums payable pursuant to judgements or awards but shall not include fines, penalties,

punitive damages, exemplary damages, any non-pecuniary relief, or any other amount for which an Insured is not financially liable, or which is without legal recourse to the Insured, or any matter that may be deemed to be uninsurable under Indian Law.

C General Exclusions Applicable to All Sections

- 24 The Company shall be under no liability to make payment hereunder in respect of any Claim directly or indirectly caused by, based on, arising out of or howsoever attributable to any of the following:
- 24.1 The Insured's participation in any naval, military or air force operations whether in the form of military exercises or war games or actual engagement with the enemy, whether foreign or domestic.
 - 24.2 War, invasion, acts of foreign enemy, hostilities (whether war be declared or not), civil war, civil unrest, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority.
 - 24.3 The loss or destruction or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - 24.3.1 Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
 - 24.3.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
 - 24.3.3 asbestosis or any related Sickness or Disease resulting from the existence, production, handling, processing, manufacture, sale, distribution, deposit or use of asbestos, or products thereof.
 - 24.4 The Insured's actual or attempted engagement in any criminal or other unlawful act.
 - 24.5 Any consequential losses.
 - 24.6 In respect of travel by the Insured to any country against whom the Republic of India has imposed general or special travel restrictions, or against whom it may be impose such restrictions, or any country which has imposed or may impose subsequently, such restrictions against travel by a citizen of the Republic of India to such country.
 - 24.7 The Insured engaging in air travel unless he flies as a passenger on an Airline. For the purpose of this exclusion, air travel means being in or on, or boarding an aircraft for the purpose of flying therein or alighting there from following a flight.

D GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

25 Notification of Claims

It is a condition precedent to the Company's liability under this Policy that, upon the happening of any event giving rise to or likely to give rise to a Claim under any Section of this Policy, the Insured complies with the provisions set out below:

- 25.1 In respect of any Claim under Sections A and/or B, the Insured or, if deceased, his legal or other representative, shall immediately notify the Insurance Company / Claims Administrator and provide him with the name of the Physician, the name and telephone number of the hospital at which treatment is being obtained, and the fact or matter giving rise to the need for medical treatment, and any other documentation or information that might be required or requested by the Insurance Company / Claims Administrator.
- 25.2 For all other Claims, the Insured shall immediately, and in any event not later than 14 days after his return to India, notify the Insurance Company / Claims Administrator and obtain a Claim Form for completion and return to the Insurance Company / Claims Administrator along with supporting invoices and any other documentation or information that might be required or requested by the Insurance Company / Claims Administrator.
- 25.3 The Insured shall not admit any liability or make any offer or promise of payment without the prior written consent of the Company.

26 Reasonable Care

The Insured shall take all reasonable and proper steps to safeguard and protect himself and his possessions against any fact, matter, circumstance or cause that might result in a Claim under this Policy, and shall not do or cause to be done anything that might enhance the likelihood of a Claim under this Policy (except in an attempt to save human life).

27 Transfer of Interest

This Policy of Insurance is a Contract between the Company and the Insured Person. The Insured Person) shall not transfer, assign, alienate or in any way pass the benefits and/or liabilities to any other person, Institution, Hospital, Company or Body Corporate without specific prior approval in writing by a duly authorised officer of the Company. However, if the Insured Person(s) is permanently incapacitated or deceased, the legal heirs of the Insured may represent him in respect of Claim under the Policy.

28 Assessment of Claim & Payment

- 28.1 No sum payable under this policy shall carry interest.

28.2 The Company shall be under no liability to make payment in respect of any Claim until such time as the Insured has provided it and/or the Insurance Company / Claims Administrator with whatever documentation and/or information may be requested and established the quantum of any amount claimed to the Company's satisfaction.

28.3 The obligation of the Company to make payments to the Insured in respect of Claims made after the Insured's return to India shall be to make payment in Indian Rupees only.

28.4 Specifically in respect of a Claim under Sections A and/or B:

28.4.1 The Company's liability to make payment is in respect of those charges approved by the Insurance Company / Claims Administrator prior to being incurred.

28.4.2 If requested by the Insurance Company / Claims Administrator, the Insured shall (at his own expense) furnish all certificates, information, proofs or other evidence in support of the Claim, present himself for medical examination by a Medical Advisor as considered necessary by the Insurance Company / Claims Administrator, 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.

28.4.3 In the event of the Insured's death, the Company shall have the right to carry out a post mortem at its own expense.

28.4.4 Where the Insured is incapacitated or otherwise unable to give a valid release for the Claim, the Company may make arrangements to pay the Claim to the Insured's legal guardian or legal representative. Any payment made by the Company thereby in good faith shall operate as a complete and effective discharge of the Company's liability in respect of the Claim.

28.4.5 The Company shall not pay Medical Expenses except at the Usual and Customary Level.

29 Arbitration

29.1 If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference 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. The law of the arbitration will be Indian law, and the seat of the arbitration and venue for all hearings shall be within India.

29.2 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.

29.3 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

29.4 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.

30 Fraud

If the Insured shall make or advance 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.

31. Cancellation

31.1 This Policy may be cancelled by the Insured after the expiry of 14 days from the effective date, 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, and this Policy shall stand cancelled if the Insured Journey has not commenced within 14 days of the commencement date shown on the Schedule.

31.2 Upon cancellation, the Company shall be entitled to deduct cancellation charges according to its Cancellation Scale subject to retaining a minimum of Rs.250/-.

31.3 In case of any early return of the insured person prior to expiry of the policy period the company will refund premium at the following rates subject to no claims being incurred on the policy

Period of Risk	Rate of Premium Retained by Company
Above 50% of Policy Period	100% of premium
Above 40% to 50% of Policy Period	80% of premium
Above 30 % to 40 % of Policy period	75% of premium
Above 20 % to 30% of Policy Period	60% of premium
Policy inception -20% of Policy period	50% of premium

32. Notifications & Declarations

Any and all notices and declarations for the attention of the Company shall be submitted in writing and shall be sent to the address specified in the Schedule.

33. 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.

34. 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.

35. 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 of this Policy or waive any of its provisions.

36. Due Observance

The due observance of and compliance with the terms, provisions, warranties and conditions 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 the Company's liability under this Policy.

37. 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.

Welcome to Bajaj Allianz and Thank You for choosing us as your insurer.

Please read your policy and schedule. The policy and policy schedule set out the terms of your contract with us. Please read your policy and policy schedule carefully to ensure that the cover meets your needs.

RESOLVING ISSUES

We do our best to ensure that our customers are delighted with the service they receive from Bajaj Allianz. If you are dissatisfied we would like to inform you that we have a procedure for resolving issues. Please include your policy number in any communication. This will help us deal with the issue more efficiently. If you don't have it, please call your Branch office.

First Step

Initially, we suggest you contact the Branch Manager / Regional Manager of the local office which has issued the policy. The address and telephone number will be available in the policy.

Second Step

Naturally, we hope the issue can be resolved to your satisfaction at the earlier stage itself. But if you feel dissatisfied with the suggested resolution of the issue after contacting the local office, please e-mail or write to:

Customer Care Cell

Bajaj Allianz General Insurance Co. Ltd
GE Plaza, Airport Road, Yerawada, Pune 411 006
E-mail: customercare@bajajallianz.co.in

If You are still not satisfied, You can approach the Insurance Ombudsman in the respective area for resolving the issue. The contact details of the Ombudsman offices is mentioned below:

Areas of Jurisdiction	Office of the Ombudsman
Gujarat, UT of Dadra & Nagar Haveli, Daman and Diu	2 nd Flr., Ambica House, Nr. C.U. Shah College, 5, Navyug Colony, Ashram Road, AHMEDABAD - 380 014 (O) 079-27546150, 27546139, Fax:079-27546142
Madhya Pradesh & Chhattisgarh	1 st Floor, 117, Zone-II, (Above D.M. Motors Pvt. Ltd.) Maharana Pratap Nagar, BHOPAL - 462 011 (O) 0755-2769200, 2769202, 2769201, Fax:0755-2769203
Orissa	62, Forest Park, BHUBANESWAR - 751 009 (O) 0674-2535220, 2533798, Fax:0674-2531607
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, UT of Chandigarh	S.C.O. No. 101,102 & 103, 2nd Floor, Batra Building, Sector 17-D, CHANDIGARH - 160 017 (O) 0172-2706196, 2705861, EPBX: 0172-2706468, Fax: 0172-2708274
Tamil Nadu, UT-Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Fatima Akhtar Court, 4th Flr., 453(old 312), Anna Salai, Teynampet, CHENNAI -600 018 (O) 044-24333678, 24333668, Fax: 044-24333664
Delhi & Rajasthan	2/2 A, 1 st Floor, Universal Insurance Bldg., Asaf Ali Road, NEW DELHI – 110 002 (O) 011-23239611,23237539, 23237532, Fax: 011-23230858
Assam, Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Aquarius, Bhaskar Nagar, R.G. Baruah Rd., GUWAHATI - 781 021 (O) 0361-2413525, EPBX: 0361-2415430, Fax: 0361-2414051
Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	6-2-46, 1 st Floor, Moin Court, Lane Opp.Saleem Function Palace, A. C. Guards, Lakdi-Ka-pool, HYDERABAD - 500 004. (o) 040-23325325, 23312122, 65504123, Fax:040-23376599
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	2 nd Flr., CC 27/ 2603, Pulinat Building, Opp. Cochin Shipyard, M.G. Road, ERNAKULAM - 682 015 (O) 0484-2358734, 2359338, 2358759, Fax:0484-2359336
West Bengal, Bihar, Jharkhand and UT of Andaman & Nicobar Islands, Sikkim	North British Bldg. 29, N. S. Road, 3rd Flr., KOLKATA -700 001. (O) 033-22134869, 22134867, 22134866, Fax: 033-22134868
Uttar Pradesh and Uttaranchal	Jeevan Bhawan, Phase 2, 6 th Floor, Nawal Kishore Rd., Hazartganj, LUCKNOW - 226 001 (O) 0522-2201188, 2231330, 2231331, Fax:0522-2231310
Maharashtra, Goa	3rd Flr., Jeevan Seva Annexe, S.V. Road, Santa Cruz (W), MUMBAI - 400 054 (O) 022-26106928, 26106360, EPBX: 022-6106889, Fax: 022-26106052

Note : Address and contact number of Governing Body of Insurance Council:

Secretary General - Governing Body of Insurance Council

Jeevan Seva Annexe, 3rd Floor, S.V. Road, Santacruz (W), Mumbai - 400 054

Tel. No. : 022 - 2610 6889, 26106245, Fax No. : 022 - 26106949, 2610 6052, E-mail ID : inscoun@vsnl.net