

BAJAJ ALLIANZ –E Travel Value:
DOMESTIC TRAVEL INSURANCE POLICY

IMPORTANT

Please make sure you read and fully understand this Document before you embark on your travel within 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

Whereas the Insured has made to Bajaj Allianz General Insurance Company Limited (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 Subject always to the Sum Assured against such loss as is herein provided under the respective sections as per the policy schedule.

PART A: OPERATIVE SECTION

1. **Section I: PERSONAL ACCIDENT - Death**

The Company will pay the Sum Assured as specified in the Schedule if the Insured sustains Accidental Bodily Injury during his/her travel in India within the Policy Period and if such Bodily Injury within 12 months of the date on which it was sustained is the sole and direct cause of the Insured's Death.

2. **Section II: Emergency Accidental Hospitalization Benefit**

The Company will indemnify the Insured up to the Sum Insured specified in the Schedule in respect of the reasonable Medical Expenses incurred by the Insured for medical treatment as an in-patient in a hospital in India necessitated as a result of

Accidental Bodily Injury arising out an accident occurred during the travel with in India and within the policy period. The Company would also indemnify the insured for the hospitalization expenses incurred up to a maximum period of 30 days after the expiry of the policy if the accident resulting into hospitalization has occurred within the policy period and the hospitalization period begins within the policy period subject to the sum insured under this Section.

3. Exclusions applicable to Sections I to II.

The Company is not liable for and no indemnity is available in respect of claims arising out of or howsoever connected to the following

- 3.1 All injuries that are existing at the time of commencement of this policy or any medical condition or complication arising directly or indirectly from it or disablement that existed before the commencement of the policy period (even if unknown to the insured) or for which care, treatment or advice was sought, recommended by or received from a Doctor.
- 3.2 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 before the inception of this policy or for medical expenses relating to any Hospitalization primarily for diagnostic, X-ray or laboratory examinations not consistent with or incidental to the diagnosis and treatment of the positive existence or presence of accidental Bodily Injury for which Hospitalization is required.
- 3.3 Experimental, unproven or non-standard treatment
- 3.4 Circumcision, cosmetic or aesthetic treatments of any description, change of life surgery or treatment, plastic surgery (unless necessary for the treatment of accidental bodily injury)
- 3.5 The cost of spectacles, contact lenses, and hearing aids, crutches, dentures ,artificial limbs and all appliances/devices whether for diagnosis or treatment,
- 3.6 Dental treatment or surgery of any kind unless requiring Hospitalization as a result of accidental bodily injury to sound natural teeth.
- 3.7 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 where the insured is
 - 3.7.1 Traveling against the advice of a Physician

3.7.2 Traveling for the purpose of obtaining treatment

- 3.8 Convalescence, general debility, rest cure, congenital diseases or defects or anomalies
- 3.9 Suicide, attempted suicide or willfully self inflicted injury or illness, mental disorder, anxiety, stress or depression, alcoholism, drunkenness or the abuse of drugs, accidents whilst under the influence of intoxicating liquor or drugs.
- 3.10 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.
- 3.11 The participation of the Insured in winter sports, mountaineering (where ropes or guides are customarily used), riding or driving in races or rallies, caving or potholing, hunting or equestrian, ski diving or other underwater activity, rafting or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), aviation or ballooning, whilst mounting into, dismounting from or traveling in any balloon or aircraft other than as a passenger (fare paying or otherwise) in any duly licensed standard type of aircraft anywhere in the world, professional sports or any other hazardous or potentially dangerous sport for which the Insured is either untrained, not physically fit or using improper equipment.
- 3.12 All expenses exceeding the specified limit of Sum Insured mentioned in the Schedule.
- 3.13 Due to Pregnancy, whether resulting or not resulting in child birth, mis-carriage, abortion or complications arising there from
- 3.14 Treatment by any other system other than modern medicine (also known as Allopathy).
- 3.15 Surgery to correct deviated nasal septum and hypertrophied turbinate
- 3.16 All expenses on treatment/ investigations under taken outside India or any accident which has occurred outside India.
- 3.17 All expenses which are not incidental to the treatment of the condition, which has resulted from Accident during the policy period
- 3.18 Any willful, malicious, criminal or unlawful act, error, or omission;

4. **Section IV: Loss of Checked Baggage**

The Company will pay the Insured up to the Section IV 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.

4.1 Specific Conditions

- 4.1.1. 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 Claims Administrator in the event of a Claim.
- 4.1.2. Maximum Liability per baggage is 50 % of the limit and for any one item lost in respect of which the Claim exceeds Rs.6, 000/- or other currency equivalent must be supported by documentation evidencing the Insured's ownership of the same, and such documentation to be submitted to the Claims Administrator in the event of a Claim.
- 4.1.3 The Company's liability to make payment shall not arise until liability is admitted by the Airline.

4.1.4 The Company's payment to the Insured will be reduced by:

- i. Any payment made under Section V below, and
- ii. Any sum for which the Airline is liable to make payment.

5 Exclusion Applicable to Section IV

The Company shall be under no liability to make payment hereunder in respect of any Claim for Valuables.

6 Section VI: Trip Delay:

If the aircraft on which you are booked to travel from a city within India is delayed beyond 6 Hrs than the original schedule departure time, the sum mentioned in the schedule is paid.

6.1 However, the company will not pay for

- 6.1.1 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
- 6.1.2 for any delayed departure caused by strike or industrial action known to exist or was anticipated at the time the trip was booked
- 6.1.3 if the air craft is taken out of service on the instructions of the Civil Aviation Authority or similar authority

7. **Section VIII: 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 ticket 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 which was within India prior to its commencement because of:

- Death, serious injury or sudden sickness requiring minimum 48 hr hospitalization of insured or family member. (For this purpose family member shall mean spouse / parent / sibling / in-laws of the insured)

8. **Section X: 24 Hrs Assistance**

This would include only services rendered by Bajaj Allianz General Insurance Company Health Administration Team (HAT), which are broadly as mentioned below:

- Medical referrals
- Medical Evacuation
- Case Managements
- Medical Advises
- Claims assistance
- Claims processing
- Arrangement for ambulance

PART B: DEFINITIONS

9. 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:

9.1 **“Insured”** means the person named in the Schedule.

9.2 **“Company”** means Bajaj Allianz General Insurance Company Limited.

9.3 **“Hospital/ Nursing Home”** means any institution in India established for indoor care and medical treatment of sickness and injuries and which complies with all the following criteria:

9.3.1.1 Is registered and licensed as a hospital or nursing home with the appropriate local authorities and is under the supervision of a Doctor in attendance round the clock on all days and is not a clinic, nursing home or convalescent home for the addicted, aged, mentally disturbed or similar institution, and

9.3.2 Has at least 15 inpatient Beds (10 beds in case of Hospitals outside Municipal or Corporation Limits).

- 9.3.3 Has fully equipped and functioning operation theatre
 - 9.3.4 Has fully qualified Nursing Staff in attendance round the clock
 - 9.3.5 Maintains daily permanent records for each of its patients
- 9.4 **“Medical Expenses”** means usual and customary level charges that the Insured necessarily incurs (including those for medicines, Physicians, hospitals, medical procedures and services) that in the written opinion of 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 Accidental Bodily Injury first manifested and/or sustained during the Policy Period.
- 9.5 **“Usual and Customary Level”** means medical charges that:
- 9.5.1 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
 - 9.5.2 Do not include charges that would not have been made if no insurance existed.
- 9.6 **“Policy Period”** means the period between:
- 9.6.1 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 the travel start point 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
 - 9.6.2 The expiry date specified in the Schedule.
- 9.7 **“Accident” and “Accidental”** means a fortuitous event or circumstance that is sudden, unexpected and unintentional and caused by external violent and visible means.
- 9.8 **“Bodily Injury”** means any Accidental physical bodily harm but does not include any Sickness or Disease.
- 9.9 **“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.
- 9.10 **“Sum Assured”** means the amount stated in the Schedule against each relevant Section, which shall be the Company’s maximum liability under this Policy for any one Claim and in the aggregate for all Claims under each Section.

- 9.11 **“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
- 9.12 **“Schedule”** means the schedule, and any annexure to it, attached to and forming part of this Policy.
- 9.13 **“Insured Journey”** means a single journey during the Policy period to a destination outside the place of residence, which is undertaken (departure and arrival) during the policy period.
- 9.14 **“Checked Baggage”** means the baggage offered by the Insured and accepted by an Airline for domestic 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.
- 9.15 **“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.
- 9.16 **“Airline”** means a public airline that holds a proper license for the jurisdictions in which it operates and that operates scheduled flights for passengers and cargo
- 9.17 **“Domestic Transportation”** implies air/rail transportation within India...
- 9.18 **“Doctor”** means a person who holds a recognized qualification in Allopathic Medicine, is registered by the Medical Council of the respective state of India in which he operates and is practicing within the scope of the license
- 9.19 **“Scheduled Airline”** means any civilian aircraft operated by a civilian scheduled air carrier holding a certificate, license or similar authorization for civilian scheduled air carrier transport issued by the country of the aircraft’s registry, and which in accordance therewith flies, maintains and publishes tariffs for regular passenger service between named cities at regular and specified times, on regular or chartered flights operated by such carrier.
- 9.20 **“Valuables”** means:
- 9.20.1 electronic and electrical equipment including, but not limited to, photographic equipment, audio equipment, video and/or televisual equipment, computers and/or organizers;
- 9.20.2 binoculars, spectacles, sunglasses, or the like;

- 9.20.3 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;
- 9.20.4 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.

PART C: General Exclusions Applicable to All Sections

- 10. 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:
 - 10.1. 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.
 - 10.2. 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 nationalization or requisition of or destruction of or damage to property by or under the order of any government or local authority.
 - 10.3 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:
 - 10.3.1 Ionizing radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
 - 10.3.2 The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
 - 10.3.3 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.
 - 10.4. The Insured's actual or attempted engagement in any criminal or other unlawful act.
 - 10.5 Any consequential losses.
 - 10.6. Pollution.
 - 10.7. 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

PART D: General Conditions applicable to all sections

11. 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:

- 11.1 For all Claims, the Insured shall immediately notify the Insurance Company 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.
- 11.2 In case of accident 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
- 11.3. The claim is to be filed along with the hospital bills/cash memos and other documents as mentioned below along with Claim form should be submitted to the Company within 30 days from the date of discharge from the Hospital
 - (i) All original bills and receipts of Hospitalization expenses
 - (ii) Medical Certificate and Discharge card/summary
 - (iii) Any other documents to prove the cause upon which the claim is based
 - (iv) Any such additional information and assistance the Company may be required for processing the claim.

12. Claims settlement:

All Claims will be settled in India in Indian Rupees only.

13. Reasonable Care:

The Insured shall take all reasonable and proper steps to safeguard and protect himself and 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).

14. Transfer of Interest:

The Insured may not transfer his interest in this insurance, but his legal representatives may represent him in respect of Claim under this Policy if the Insured is incapacitated or deceased.

15. **Assessment of Claim & Payment:**

- 15.1 No sum payable under this policy shall carry interest
- 15.2 The Company shall be under no liability to make payment in respect of any Claim until such time as the Insured has provided them with whatever documentation and/or information as may be requested and established the quantum of any amount claimed to the Company's satisfaction.
- 15.3 If requested by the Company, 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 Company, and the Insured agrees that the Company may approach anyone who may have treated the Insured for information and/or documentation in respect of the Claim.
- 15.4 Where the Insured is incapacitated or otherwise unable to give a valid release for the Claim the payments shall be made to the Assignee mentioned in the Schedule. In case of no Assignee 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.

16. **Arbitration:**

- 16.1 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.
- 16.2 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.
- 16.3 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

16.4 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.

17. **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.

18. **Cancellation:**

18.1 Policy is cancelled automatically with the cancellation of Airlines booking.

18.2 The policy cannot be cancelled if the insured journey has commenced.

18.3 Upon cancellation, the Company shall be entitled to deduct cancellation charges of Rs.30.

19. **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.

20. **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.

22. **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.

23. **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.

24. **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.

25. **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.

The benefits covered under the policy will be as below:

S. No.	Benefits per trip (Maximum covered days per trip is 30)	Maximum Coverage	Deductible
1.	Accidental Death	Rs.3,00,000	Nil
2.	Emergency Accidental Medical Reimbursement	Rs. 100,000	Nil
3.	24 Hrs Assistance	INCLUDED	
4.	Trip Cancellation	Rs. 10000	Nil
5.	Baggage Loss –(10% per item and 50% Per Baggage)	Rs. 7500	Nil
6	Trip Delay	Rs 1,500 per 6 Hrs delay period up to Rs. 10,500	6 Hrs