

Issuing Office :

SWADES YATRA POLICY CLAUSE

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.

Section I PERSONAL ACCIDENT - Death and PTD

- a) 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.
- b) In the event of Accidental Bodily Injury sustained during his/her travel in India within the Policy Period causing the Insured's Permanent Total Disability within 12 months of the Accidental Bodily Injury being sustained, the Company will pay 100 % of the Sum Assured specified under the schedule

Section II Accidental Hospitalisation 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 in India and within the policy period. The Company would also indemnify hospitalisation expenses incurred up to a maximum period of 30 days after the expiry of the policy if the accident has occurred within the policy period and the hospitalisation period begins within the policy period subject to the sum insured under this section.

Section III: Emergency Medical Evacuation Benefit

In the event of Medical Evacuation being required as a result of Accidental Bodily Injury having first occurred during the insured journey within India the Company will reimburse expenses up to the maximum specified in the schedule for medical evacuation to the nearest Hospital in an Hospital's ambulance or an ambulance of a service provider where appropriate care could be provided and would also include medical care required enroute.

Section IV: Repatriation of Remains Benefit

In the event of the insured's death outside his place of resident (outside Municipal limits) as a result of Accidental Injury occurred during the insured journey within India, the cost of repatriating the Insured's remains to the place of residence as given in the policy document, or expenses incurred for the burial or cremation of the Insured in the place where the death has occurred subject to the maximum as specified in the policy schedule would be reimbursed by the Company.

Section V: Accidental Hospital Cash Benefit

If we have accepted a claim under Section II then we will pay the per day amount stated in the schedule for every 24 hours the insured is hospitalised in excess of the first 24 hrs (deductible) for a maximum of seven days.

Exclusions applicable to Sections I to V.

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

- a) All injuries that are existing at the time of commencement of this policy. Any medical condition or complication arising directly or indirectly from it or disablement that existed before the commencement of the policy period (even if unknown to the insured) or for which care, treatment or advice was sought, recommended by or received from a Doctor.

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- b) 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. Medical Expenses relating to any Hospitalisation 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 Hospitalisation is required. Experimental or unproved treatment is also not covered.
- c) 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)
- d) The cost of spectacles, contact lenses, and hearing aids, crutches, artificial limbs and all appliances/devices whether for diagnosis or treatment, after discharge from the hospital
- e) Dental treatment or surgery of any kind unless requiring Hospitalisation as a result of accidental bodily injury
- f) 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
- (i) travelling against the advise of a Physician
- (ii) travelling for the purpose of obtaining treatment
- g) Convalescence, general debility, rest cure, congenital diseases or defects or anomalies
- h) Suicide, attempted suicide or wilfully 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.
- i) 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.
- j) 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, skin diving or other underwater activity, rating or canoeing involving white water rapids, yachting or boating outside coastal waters (2 miles), aviation or ballooning, whilst mounting into, dismounting from or travelling 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.
- k) All expenses exceeding the specified limit of Sum Insured mentioned in the Schedule.
- l) Due to Pregnancy, resulting in child birth, mis-carriage, abortion or complications arising there from
- m) Non-allopathic treatment
- n) Surgery to correct deviated nasal septum and hypertrophied turbinates
- o) All expenses on treatment/ investigations under taken outside India or any accident which has occurred outside India.
- p) All expenses which are not incidental to the treatment of the condition, which has resulted from Accident during the policy period
- q) Any wilful, malicious, criminal or unlawful act, error, or omission;

DEFINITIONS For Section I to V

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:

- (i) "Insured" means the person named in the Schedule.
- (ii) "Company" means Bajaj Allianz General Insurance Company Limited.
- (iii) "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:
- 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
 - Has at least 15 inpatient Beds (10 beds in case of Hospitals outside Municipal or Corporation Limits).
 - Has fully equipped and functioning operation theatre

- Has fully qualified Nursing Staff in attendance round the clock
 - Maintains daily permanent records for each of its patients
- (iv) "Doctor" means a person who holds a recognised qualification in Medicine, is registered by the Medical Council of the respective state of India in which he operates and is practising within the scope of the licence.
- (v) "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.
- (vi) "Usual and Customary Level" means medical charges that: 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 do not include charges that would not have been made if no insurance existed.
- (vii) "Policy Period" means the period between: 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 the expiry date specified in the Schedule.
- (viii) "Accident" and "Accidental" means a fortuitous event or circumstance that is sudden, unexpected and unintentional and caused by external violent and visible means.
- (ix) "Bodily Injury" means any Accidental physical bodily harm but does not include any Sickness or Disease.
- (x) "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.
- (xi) "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.
- (xii) "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
- (xiii) "Schedule" means the schedule, and any annexure to it, attached to and forming part of this Policy.
- (xiv) "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.

Section VI: Personal Liability Benefits

The Company will indemnify the Insured up to the **Section 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 within India.

Specific Conditions

- a) 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.
- b) The Company's liability to indemnify the Insured under this Section shall be to the extent finally determined by a court of law or otherwise as consented to in advance by the Company. In the event that legal action is taken against the Insured it is a condition precedent to the Company's liability hereunder that the Insured shall:
- (i) give immediate written notice to the Company to the address specified in the Schedule, and
 - (ii) 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.
- c) 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 VI

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

- a) the Insured's liability to any employee (whether under a contract of or for services);
- b) 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;
- c) any liability for Bodily Injury and/or Property Damage arising directly or indirectly from or due to:
 - (i) livestock belonging to the Insured or in the Insured's care, custody or control;
 - (ii) any wilful, malicious, criminal or unlawful act, error, or omission;
 - (iii) the pursuit of any trade, business of profession, employment or occupation;
 - (iv) the ownership, possession or use of vehicles, aircraft, or watercraft;
 - (v) parachuting, hand-gliding, hot air ballooning or the use of firearms or any other dangerous or hazardous activity;
 - (vi) the use or misuse of any alcohol, hallucinogenic substance, drugs (except those used as medically prescribed), or drug addiction;
 - (vii) the supply of goods or services;
 - (viii) any form of ownership or occupation of land or buildings (other than occupation only of any temporary residence).
- d) Any liability arising out of the insured's profession.

In the event of the insured having opted for the Add On Sections under the policy and the requisite premium being paid for the same as shown on the schedule of the policy the Company would also provide coverage under the following

Section VII: Accommodation Charges Due to Trip Delay – Rail/ Air

Subject to all other terms and conditions, if the Aircraft or Train on which you are booked to travel from a place of journey (which is not your place of residence as given in the policy schedule but within India) is delayed beyond 6 hours than the original scheduled departure time, the Company will pay the sum mentioned in the schedule for every 24 hours delay in excess of 6 hours, subject to the maximum of two days

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/ Rail is taken out of service on the instructions of the Civil Aviation Authority or Railway Authority.

Section VIII: Loss of Ticket (Rail/Air)

In the event of the insured meeting with an accident during his insured journey in India resulting into the loss of his ticket (for onward or return travel - air/rail in India) within the policy period the Company would indemnify the loss incurred which would include cost of ticket cancellation and the difference between the cost of ticket and the refund amount received by the insured subject to the deductible and the Sum Assured as specified in the policy schedule.

Conditions precedent:

1. For liability to be admissible under this section a claim under Section I or Section II has to be admissible.
2. The insured should inform the Air/Rail authorities about loss of ticket as soon as possible and take adequate steps to cancel the ticket and avail refund.

Section IX: Family Transportation

In the event of the insured meeting with an accident during the course of the insured journey within India and a claim being admissible under **Section I or Section II** of the Policy the Company will reimburse the cost of transportation of any one of the nearest family kin (Father/Mother/Brother/Sister/Son/Daughter/Brother-in-law/Father-in-law) by the shortest route to the place of accident or where the insured has been hospitalised subject to the maximum as specified in the schedule.

Section X: Replacement of Staff (Business Trip Only)

In the event of the insured travelling on a business trip and meeting with an accident during the insured journey within India resulting into hospitalisation of more than 30 days and is unable to resume his duties the cost incurred to send a replacement

colleague (travelling expenses only) for completion of the project shall be reimbursed up to the maximum specified in the Schedule.

Condition precedent:

For liability to be admissible under this section a claim under Section II has to be admissible and the 30 day period should be within the policy period.

Section XI: Missed Departure

In the event of the insured meeting with an accident resulting into missed departure (air/rail in India) within the policy period, the Company would indemnify the loss incurred which would include cost of ticket cancellation and the difference between the cost of ticket and the refund amount received by the insured subject to the deductible and the Sum Assured as specified in the policy schedule.

Condition precedent:

For liability to be admissible under this section a claim under Section I or Section II has to be admissible.

General Exclusions Applicable to All Sections

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:

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.
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.
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:
 - (i) Ionising radiation or contamination by radioactivity from any nuclear waste from combustion of nuclear fuel; or
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
 - (iii) 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.
4. The Insured's actual or attempted engagement in any criminal or other unlawful act.
5. Any consequential losses.
6. Pollution.

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

Claim Procedure

1. In case of any claim, immediate notification should be given to the insurer by phone followed by in writing giving full details of the claim.
2. In case of accident notice with full particulars shall be send to the Company's address within 14 days from the date of the accident/ or incident giving rise to the claim.
3. In case of hospitalisation notification to be given as soon as possible but in any case within 7 days of discharge from the hospital.
4. Final claim along with the hospital bills/cash memos and other documents mentioned below along with Claim form should be submitted to the Company or 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) In case of necessity other documents to prove the cause upon which the claim is based and shall give the company such additional information and assistance the Company may required for dealing with the claim.
5. For Claim under Section A Personal Accident, in addition to the above, following documents are to be submitted:
 - (i) In case of death, Police report and the Post mortem report .
 - (ii) In case of permanent total disability, medical records of the treatment undergone and disability certificate from the medical authority
 - (iii) Proof of travel

In case of Loss under any section send an intimation to the Policy Issuing office for further processing.

Claims settlement

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

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).

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.

Documents required, Assessment of Claim & Payment

1. 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.
2. 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.
3. In the event of the Insured's death, the Company shall have the right to carry out a second post mortem at its own expense.
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.

Arbitration

- a) 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.
- b) 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.
- c) 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
- c) 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.

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.

Cancellation

This Policy may be cancelled by the Insured within 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, Upon cancellation, the Company shall be entitled to deduct cancellation charges of up to 20% of the total premium subject to the minimum of Rs 50.

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.

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.

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.

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.

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.

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 .

Bajaj Allianz General Insurance Company Limited

Head Office & Regd. Office: GE Plaza, Airport Road, Yerawada, Pune 411 006



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:

Ombudsman Offices	
Jurisdiction	Office Address
Delhi, Rajasthan	First Floor, Universal Insurance Building, 2/2A Asaf Ali Road, New Delhi 110002 Ph:23239611 /33 Fax: 23230858
West Bengal, Bihar	29, N.S. Road, Third Floor, Kolkata 700 001. Ph:222 12669 Fax: 222 12668
Maharashtra	Jeevan Seva Annex, 3 rd floor, Above MTNL, SV Road, Santacruz (W) Mumbai 400 054
Tamil Nadu, Pondicherry	Fatima Akhtar Court, Fourth Floor, 312 Anna Salai, Chennai 600018
Andhra Pradesh	6-2-47, Yeturu Towers, A.C. Guards Lakdi-Ka-Pool, Hyderabad 500004
Gujarat	Second Floor, Shree Jayshree Ambica House, 5, Navyug College, Ashram Road, Ahmedabad 380014
Kerala, Karnataka	Pulinat Building, Second Floor, M.G. Road, Kochi 682015
North-Eastern States	Aquanus, Bhaskar Nagar, R.G. Baruah Road, Guwahati 781021
Uttar Pradesh	Chintal House, First Floor, 16 Station Road, Lucknow 226001
Madhya Pradesh	First Floor, 117 Zone 2, Maharana Pratap Nagar, Bhopal 462011
Punjab, Haryana, Himachal Pradesh, Jammu & Kashmir, Chandigarh	Batra Building, Shop-cum-Office 101-103, Second floor, Sector 17D, Chandigarh
Orissa	62, Forest Park, Bhubaneswar 751009