DIGIT EVENT INSURANCE POLICY

Policy Wording

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"The Company intends to use the contents dynamically based on the Sections offered to the customer; e.g. If the Insured doesn't opt for Section - "Loss or Damage to Property Insured", then wording, terms and conditions related to this Specific Section will not be shown on the Policy Wordings & Policy Schedule/Certificate of Insurance. Similarly, general exclusions or general conditions which might not be applicable for Sections chosen by customer will not be shown. Idea of doing this is to make policy wording more apt and concise to customer need and provide relevant information to customer.

While you're reading this policy, if you get confused or have a query, or you are referring to this policy because you have a claim to make, please call us at 1800-258-5956 or mail us at <u>hello@godigit.com</u>

This Policy Wordings provides detailed terms, conditions and exclusions for all Sections available under this product. Kindly refer to the **Policy Schedule/Certificate of Insurance to know exact details of Sections opted by You**. Only Wordings, Terms and Conditions related to Sections mentioned in **Your Policy Schedule/Certificate of Insurance** are applicable. If the Section(s) and respective **Sum Insured/Limits** are not mentioned in the **Policy Schedule/Certificate of Insurance** means the same is/are not opted by **You**.

A. PREAMBLE

The proposal and declaration provided by **You** to **Us**, Go Digit General Insurance Limited (hereinafter called the "Company"), which forms the basis of this insurance and having received Your premium, We are happy to issue this **policy** to **You**. We will indemnify **You** up to the **Sum Insured** / Limit mentioned against each section, as opted by **You** and mentioned in the **Policy Schedule** / **Certificate of Insurance**, occurring during the **Policy Period**, or during any further Period for which the **Company** may accept payment for the renewal or extension of this **Policy**.

B. DEFINITIONS

1. Accident/Accidental means a fortuitous event or circumstance that is sudden, unexpected and unintentional.

(For Section 4 - Personal Accident Cover) **Accident** means sudden, unforeseen and involuntary event including resultant continuous, intermittent or repeated exposure arising out of the same fortuitous event or circumstance caused by external, visible and violent means.

- 2. Ascertained Net Loss means such amount as represents:
 - a. Expenses which have been irrevocably expended in connection with the Event(s) which has been necessarily cancelled, less such part of the Gross Revenue retained less any savings the Insured is able to effect to mitigate such loss and
 - b. the reduction in **Net Profit** (when insured and stated in the **Policy Schedule/Certificate of Insurance**) which, the **Insured** can satisfactorily demonstrate to the **Company**, would have been earned had the **Event(s)** taken place.
- 3. Authorised Employee means an Employee of the Insured who is specifically entrusted with Money.
- **4. Bank** shall mean and include Bank of every description, Post Office and Government Treasury.
- 5. Burglary/Housebreaking means theft involving unforeseen and unauthorized entry into or exit from Your Premises by forcible, violent and detectable means or following assault or violence or threat thereof with the intent to steal contents/Money/property therefrom.
- 6. Business means the business of the Insured specified in the Policy Schedule/Certificate of Insurance.
- 7. Business Hours or Office Hours means the Insured's normal trading/business hours or whilst the Insured or their authorized employees are on the Insured premises for the purpose of the business.
- 8. Cancel/Cancelled/Cancellation means the inability to proceed with the Event(s) prior to commencement.
- **9. Civil War** shall mean an internecine war, or a war carried on between or among opposing citizens of the same country or nation.

10. Claim means a claim under a Cover in respect of an insured event(s) that has taken place or is likely to take place. All claims resulting from one and the same event(s) 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.

(For section 3 – Public Liability) **Claim** means the receipt by the Insured of any written or verbal notice of demand for compensation or rectification made by or on behalf of a third party against the Insured, and/or any suit, claim, petition, writ, statement of claim, claim form, summons, application or other originating legal or arbitral process, cross-claim, counterclaim or third or similar party notice served upon the Insured.

11. Common Carrier

Any commercial public airline, railway, motor transport, or water borne vessel (including ocean going and/or coastal vessels and/or vessels engaged for official or personal purposes), operating under license issued by the appropriate authority for transportation of passengers and/or cargo.

- **12.** Computer mean electronic data processing equipment including software programs.
- **13. Computer System** means any computer, hardware, software, application, process, code, programme, information technology, communications system or electronic device owned or operated by the Insured or any other party. This includes any similar system and any associated input, output or data storage device or system, networking equipment or back up facility.
- 14. Computer Network means a group of Computer Systems and other electronic devices or network facilities connected via a form of communications technology, including the internet, intranet and virtual private networks (VPN), allowing the networked computing devices to exchange Data.
- **15. Condition Precedent** means a Policy term or condition upon which the Company's liability under the Policy is conditional upon.
- **16.** Cyber Loss means any loss, damage, liability, expense, fines or penalties or any other amount directly or indirectly caused by:
 - i. the use or operation of any Computer System or Computer Network;
 - ii. the reduction in or loss of ability to use or operate any Computer System, Computer Network or Data;
 - iii. access to, processing, transmission, storage or use of any Data;
 - iv. inability to access, process, transmit, store or use any Data;
 - v. any threat of or any hoax relating to i to iv above;
 - vi. any error or omission or accident in respect of any Computer System, Computer Network or Data.
- **17.** Data means information used, accessed, processed, transmitted or stored by a Computer System.

18. Day Care Treatment:

Day care treatment means medical treatment, and/or surgical procedure which is:

- i. undertaken under General or Local Anaesthesia in a hospital/day care centre in less than 24 hrs because of technological advancement, and
- ii. which would have otherwise required hospitalization of more than 24 hours.

Treatment normally taken on an out-patient basis is not included in the scope of this definition.

- **19.** Deductible/Excess means the amount as specified in Policy Schedule/Certificate of Insurance 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.
- **20.** Defence Costs means the expenses incurred by or on behalf of the Insured or the Company in the investigation or settlement or defence of a Claim and shall include legal costs and disbursements.
- **21.** Disclosure to information norm means the policy shall be void and all premium paid thereon shall be forfeited to the Company in the event of misrepresentation, mis-description or non-disclosure of any material fact.
- 22. Documents means written or printed: deeds, wills, agreements, manuscripts, maps, plans, drawings, records, computer data, designs, books of account, books, letters, certificates, documents or forms of any nature whatsoever (excluding any bearer bonds or coupons, bank or currency notes, other negotiable instruments, book debts) all belonging to the Insured, or in their custody, or for which the Insured is legally responsible or have assumed a responsibility to insure.
- **23.** Emergency Care: Emergency care means management for an injury which results in symptoms which occur suddenly and unexpectedly and requires immediate care by a medical practitioner to prevent death or serious long-term impairment of the insured person's health.

- 24. Employee means any person (other than a person whose employment is of a causal nature and who is employed otherwise than for the purposes of the Insured's trade or business) who has entered into a contract of employment with Insured whether such contract of employment is expressed or implied, verbal or in writing.
- 25. Event(s) means any program, occurrence, wedding, social gathering, sports event or any other activity as mentioned in the Policy Schedule/Certificate of Insurance.
- 26. Expenses means the total of all costs and charges which would have been incurred by the Insured in organizing, running and providing services for the Event(s) had a loss not occurred.
- 27. Gross Revenue means all monies which would have been paid or payable to the Insured from every source arising out of the Event(s) had a loss not occurred.
- **28.** Hold up means forcible removal by actual or threatened violence against the **Insured**.
- **29.** Hospital means any institution established for in-patient care and day care treatment of illness and/or injuries and which has been registered as a hospital with the local authorities under Clinical Establishments (Registration and Regulation) Act 2010 or under enactments specified under the **Policy Schedule** of Section 56(1) and the said Act Or complies with all minimum criteria as under:
 - a) has qualified nursing staff under its employment round the clock;
 - b) has at least 10 in-patient beds in towns having a population of less than 10,00,000 and at least 15 inpatient beds in all other places;
 - c) has qualified medical practitioner(s) in charge round the clock;
 - d) has a fully equipped operation theatre of its own where surgical procedures are carried out;
 - e) maintains daily records of patients and makes these accessible to the insurance company's authorized personnel.
- **30.** Hospitalization means admission in a Hospital for a minimum period of 24 consecutive 'In-patient Care' hours except for specified procedures/ treatments, where such admission could be for a period of less than 24 consecutive hours.
- **31. Illness** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function and requires medical treatment.
 - a) Acute condition Acute condition is a disease, illness or injury that is likely to respond quickly to treatment which aims to return the person to his or her state of health immediately before suffering the disease/ illness/ injury which leads to full recovery
 - b) Chronic condition A chronic condition is defined as a disease, illness, or injury that has one or more of the following characteristics:
 - 1. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
 - 2. it needs ongoing or long-term control or relief of symptoms
 - 3. it requires rehabilitation for the patient or for the patient to be specially trained to cope with it
 - 4. it continues indefinitely
 - 5. it recurs or is likely to recur
- **32. Immediate Family Member** means an Insured person's spouse, children, siblings, parents and parents in law.
- **33. Injury/Bodily Injury** means accidental physical bodily harm excluding illness or disease solely and directly caused by external, violent, visible and evident means which is verified and certified by a Medical Practitioner.

(For Section 3 – Public Liability) **Bodily Injury** means death, Physical bodily injury, illness or disease of or to any person.

- **34. In-Patient Care** means treatment for which the insured person has to stay in a hospital for more than 24 hours for a covered event.
- **35.** Insured Person(s) means the persons named in the Policy Schedule/Certificate of Insurance under respective sections of the Policy.
- **36.** Insured Premise/Venue means the place named in the Policy Schedule/Certificate of Insurance where the Event(s) is scheduled to take place.

- **37. Insurrection, Revolution and Rebellion** shall mean a deliberate, organised and open resistance, by force and arms, to the laws or operations of a sovereign government, committed by its citizens or subjects and/or a rising against a sovereign government or other authority.
- **38.** Intensive Care Unit means an identified section, ward or wing of a hospital which is under the constant supervision of a dedicated medical practitioner(s), and which is specially equipped for the continuous monitoring and treatment of patients who are in a critical condition or require life support facilities and where the level of care and supervision is considerably more sophisticated and intensive than in the ordinary and other wards.
- **39.** Interruption or interrupted means the inability of the **insured** to keep open the whole or any part of the or **Event(s)** after opening, followed by the reopening thereof.
- **40. ICU (Intensive Care Unit) Charges** means the amount charged by a Hospital towards ICU expenses on a per day basis which shall include the expenses for ICU bed, general medical support services provided to any ICU patient including monitoring devices, critical care nursing and intensivist charges.
- **41.** Kutcha Construction means building(s) having walls and/or roofs of wooden planks/thatched leaves and/or grass /hay of any kind/ bamboo /plastic cloth/ asphalt/ canvas/ tarpaulin and the like.
- **42.** Limit of Indemnity means the amount stated in the Policy Schedule/Certificate of Insurance, which shall be Company's maximum liability under this Policy (regardless of the total number or amount of Claims made) for any one Claim and in the aggregate for all Claims during the Policy Period.
- 43. Loot means seizing and carrying away Property by force and violence especially in riots or war.
- **44. Malicious Damage** shall mean all physical loss or physical damage resulting directly from a malicious act by anyone during a disturbance of the public peace where such malicious act is perpetrated for political reasons by known or unknown person(s).
- **45.** Medical Advice means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow up prescription.
- **46.** Medical Expenses means those expenses that an Insured Person has necessarily and actually incurred for medical treatment on account of Illness or Accident on the advice of a Medical Practitioner, as long as these are no more than would have been payable if the Insured Person had not been insured and no more than other hospitals or doctors in the same locality would have charged for the same medical treatment.
- **47.** Medical Practitioner/Doctor means a person who holds a valid registration from the Medical Council of any State or Medical Council of India or Council for Indian Medicine or for Homeopathy set up by the Government of India or a State Government and is thereby entitled to practice medicine within its jurisdiction; and is acting within its scope and jurisdiction of license.

The registered practitioner should not be the insured or close member of the family.

- **48.** Money means cash, bank drafts, currency notes, treasury notes, cheques, postal orders, money orders and current postage stamps belonging to the **Insured**.
- 49. Money in Transit means:
 - a) Any mode of transportation of Money for the payment of wages, salaries and other earnings or for petty cash directly between a bank, the Insured Premises or a Point in Transit (if specified) by the Insured or an Authorised Employee from the time Money is received at the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee until delivered to the bank, the Insured Premises or a Point in Transit by the Insured or an Authorised Employee and whilst at the Insured Premises until disbursed provided that out of business hours such Money shall be secured in a locked Safe or locked Strong Room.

Cheques drawn by the **Insured** to provide for such **Money** are covered In Transit from the **Insured Premises** to the **Bank** only.

- b) Any mode of transportation of Money in the personal custody of the Insured or an Authorised Employee directly between a bank and the Insured Premises or a Point in Transit (if specified) from the time Money is received at the bank or the Insured Premises by the Insured or an Authorised Employee until delivered to the bank or the Insured Premises or a Point in Transit by the Insured or an Authorised Employee within 72 hours of the time of collection, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
- **50.** Mutiny shall mean a wilful resistance by members of legally armed or peace-keeping forces to a superior officer.

- **51.** Network Interruption means any interruption or disturbance of electricity, internet, cable, satellite, telecommunication or other infrastructure, including disturbance of services provided by the service provider that hosts the Insured's website, blackouts and brownouts. Providing, however, that this exclusion shall only apply to such interruptions and disturbances that are outside of Your control.
- 52. Net Profit (when insured and stated in the Policy Schedule/Certificate of Insurance) means the amount by which Gross Revenue exceeds Expenses.
- **53.** Network Provider means hospitals enlisted by insurer, TPA or jointly by an insurer and TPA to provide medical services to an insured by a cashless facility.
- 54. Non-Network Provider means any hospital that is not part of the network.
- **55.** Notification of Claim means the process of intimating a claim to the insurer or **TPA** through any of the recognized modes of communication.
- **56. Participant** means any party who is contracted by the **Insured** to perform a function critical to successful fulfilment of the **Event(s)**.
- 57. Permanent Total Disablement shall mean either of the following:
 - a. Total Paralysis
 - b. Total and irrecoverable loss of sight of both eyes, or
 - c. Total and irrecoverable physical separation of or the loss of ability to use two Limbs (both hands or both feet or one hand and one foot), or
 - d. Total and irrecoverable loss of sight of one eye and physical separation of or the loss of ability to use a limb (either one hand or one foot), or
 - e. Total and irrecoverable loss of speech and hearing of both ears
 - For the purpose of this definition,
 - 1. Total Paralysis means complete and irreversible loss of motor function leading to the total loss of function of the entire body from neck down due to an accidental injury to the spinal cord.
 - 2. Limb means a hand at or above the wrist or foot above the ankle.
 - 3. Loss of Limb means the physical separation of or the loss of ability to use a limb above the wrist and/or ankle respectively.
- **58. Pilferage** means the theft of contents in small quantities by a person authorized to stay on the insured premises and deal with the contents (employee).
- **59. Policy** means the Proposal, Policy wordings, the **Policy Schedule/Certificate of Insurance** and any applicable endorsements or extensions attaching to or forming part thereof. The Policy contains details of the extent of cover available to the **Insured/Insured person**, what is excluded from the cover and the terms & conditions on which the Policy is issued to the Insured.
- 60. Policy Period means the Period commencing from Policy Start Date and time as specified in the Policy Schedule/ Certificate of Insurance and terminating at Policy End Date and time as specified in the Policy Schedule/ Certificate of Insurance to this Policy.
- **61.** Policy Schedule/ Certificate of Insurance means the document which includes but not limiting to details regarding the premium amount, insured details, Policy period, Deductible and Limit of Indemnity.
- **62. Pollutant** means any solid, liquid, gaseous, biological, radiological or thermal irritant, toxic, hazardous substance or contaminant, including but not limited to lead, smoke, vapor, dust, fibres, mould, spores, fungi, mycota or by-products, germs, soot, fumes, acids, alkalis, chemicals, lead or products containing lead and waste materials. Such waste materials includes, but is not limited to, materials to be recycled, reconditioned or reclaimed and nuclear materials.

Pollutants shall also mean a hazardous substance as defined under the Indian Public Liability Insurance Act, 1991 or any statutory amendments made thereto or modification thereof, or any other similar law for the time being in force.

- **63. Pollution** means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any Pollutant whether in a solid, liquid, gas, odour, noise, vibration, electromagnetic radiation, ionising radiation, thermal or other form at any time.
- 64. Point in Transit means the place specified in the Schedule.
- **65. Premises** means the buildings at the situation including outbuildings but excluding any garden, yard, open veranda, or other fixed attachments and fixed accessories thereof.

- **66. Product** means any tangible material property which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **Insured** and which has left his possession, custody or control. This shall not apply to food and beverages supplied by or on behalf of the **Insured** to his employees as a staff benefit.
- 67. Property/Property Insured means the Items stated in the Policy Schedule/Certificate of Insurance.
- 68. Property Damage means actual and/or physical damage to tangible property;
- **69. Proposal** means the written application or signed proposal form or transcript for this **Policy** made by the Policyholder, including any document provided by the Policyholder in connection with such application or **Proposal** which shall be incorporated in and form the basis of this **Policy**.
- **70.** Ransack means any loss or damage to the Property while searching through or examining the premises insured in a violent and/or careless way.
- **71. Renewal**: Renewal means the terms on which the contract of insurance can be renewed on mutual consent with a provision of grace period for treating the renewal continuous for the purpose of gaining credit for pre-existing diseases, time-bound exclusions and for all waiting periods.
- **72.** Room means a Single Room without wall/permanent partition, dining or waiting room and with or without following amenities: an attendant cot, one television, one sofa, a telephone, refrigerator, wardrobe, computer with internet connection and microwave oven.
- **73.** Room Rent means the amount charged by a hospital towards Room and Boarding expenses and shall include the associated medical expenses.
- **74. Robbery** means (i) in order to the committing of the theft at the insured premises, or in committing the theft at the insured premises, or in carrying away or attempting to carry away property obtained by the theft from the insured premises, the offender, for that end, voluntarily causes or attempts to cause to the Insured and/or Insured's family members, death or hurt or wrongful restraint, or fear of instant death or of instant hurt, or of instant wrongful restraint or (ii) if the offender, at the time of committing the extortion at the insured premises, is in the presence of the Insured and/or Insured's family members who is/are put in fear, and commits the extortion at the insured premises by putting the Insured and/or Insured's family members in fear of instant death, of instant hurt, or of instant wrongful restraint to the Insured and/or Insured's family members so put in fear then and there to deliver up the thing extorted at the insured premises. In this regard the offender is said to be present if he is sufficiently near to put the Insured and/or Insured's family members in fear of instant hurt, or of instant wrongful restraint.

The term Extortion means intentionally putting the Insured and/or Insured's family members in fear of any injury to the Insured and/or Insured's family members, and thereby dishonestly induces the Insured and/or Insured's family members so put in fear to deliver to any person any property or valuable security, or anything signed or sealed which may be converted into a valuable security.

- **75. Sabotage** shall mean wilful physical damage or destruction perpetrated for political reasons by known or unknown person(s).
- **76. Safe** means a strong cabinet within the Insured Premises designed for the safe and secure storage of valuable items, and access to which is restricted.
- 77. Specified Items mean property specifically described in the Schedule under specified Items.
- **78.** Spillage means and includes the flow, movement, fall or spread of contents over the edge of or outside the container/premises described in the Policy Schedule/Certificate of Insurance.
- **79.** Strong Room means a room within the Insured Premises designed for the secure storage and access to which is restricted.
- **80.** Stock means the items belonging to the Insured or for which the Insured is legally responsible, or have assumed a responsibility to insure, described below,
 - a) merchandise or materials of trade manufactured, unmanufactured or in the course of manufacture;
 - b) materials used in making and packing;
 - c) consignment stock;
 - d) goods held in trust or on commission;
 - e) pallets and containers;
 - f) consumable materials used in the operation of machinery;
 - g) Any other thing as mentioned in Policy Schedule/Certificate of Insurance;

- h) but does not include:
 - i. Contents;
 - ii. Specified Items;
 - iii. Money.
- **81.** Sum Insured means the amount stated in the Policy Schedule/Certificate of Insurance, which is (except as expressly stated to the contrary) the maximum amount (regardless of the number of amount of Claims made or the number of the Insured's who make a Claim) for any one Claim and in the aggregate for all Claims for which the Company will make payment in relation to the Cover to which the Sum Insured relates during the Policy Period.
- **82.** Surgery or Surgical Procedure means manual and / or operative procedure (s) required for treatment of an injury, correction of deformities and defects, diagnosis and cure of diseases, relief of suffering and prolongation of life, performed in a hospital or day care center by a medical practitioner.
- **83.** Theft shall mean intending to take dishonestly any movable Insured Property out of the possession of the Insured without consent with the intention of permanently depriving the Insured of such Insured Property and does not include larceny, pilferage and the like.
- **84.** Third Party Administrator (TPA) means a Company registered with the Authority, and engaged by an insurer, for a fee or by whatever name called and as may be mentioned in the health services agreement, for providing health services.
- **85.** Unused or Unoccupied means unoccupied for a consecutive period of 7 days, unless specifically agreed, altered and mentioned in Your Policy Schedule/Certificate of Insurance.
- **86.** Vendor means a person or a company with whom the **Insured** has entered in a contract for the purpose of providing goods or services for the **Event(s)**.
- **87.** Valuable Contents Valuable Contents consist of items such as jewellery, silverware, paintings, works of art, antique items, curios and items of similar nature.
- 88. We, Us, Our(s), Digit, Company, Insurer means Go Digit General Insurance Limited.
- 89. You, Your(s), Insured means the Person/Organisation named in the Policy Schedule/ Certificate of Insurance.

C. COVERAGES

INSURING CLAUSE

We hereby agree, subject to the terms, conditions, warranties, deductibles and exclusions herein contained, or endorsed or otherwise expressed hereon, to indemnify You up to the **Sum Insured/limit of liability** and/or **Limit of Indemnity** mentioned in the **Policy Schedule/ Certificate of Insurance** against any loss or damage occurring during the **Policy Period** and covered in the following sections hereunder.

SECTION 1: - EVENT CANCELLATION (Mandatory Cover)

SCOPE OF COVER

We will indemnify You for the **Ascertained Net Loss** incurred by **You** in connection with the cancellation of the **Insured Event(s)** as specified in the **Policy Schedule/Certificate of Insurance**, provided that:

- 1. The necessary Cancellation of event is the sole and direct result of one or more of the Insured Perils as listed below operating at the Venue of the **Insured Event**.
- 2. Such peril is beyond the control of the Insured, his employees, partner(s), director(s) and anyone working on behalf of **Insured**.
- 3. The circumstance giving rise to the loss first occurs during the **Policy Period** as stated in the **Policy Schedule/Certificate of Insurance**.
- 4. This Insurance also indemnifies for proven additional costs or charges reasonably and necessarily paid by **You** to avoid or diminish a loss herein insured.
- 5. This Insurance is subject to the **Deductible / Excess** stated in the **Policy Schedule/Certificate of Insurance**, which shall be borne by **You.**
- 6. Our maximum liability shall not exceed the **Sum Insured** stated in the **Policy Schedule/Certificate of Insurance** for the relevant Insured Item or the aggregate **Sum Insured** stated in the Schedule.

Insured Perils

1. Fire, excluding destruction or damage caused to the property insured by

- a)
 - i. its own fermentation, natural heating or spontaneous combustion.
 - ii. Its undergoing any heating or drying process.
- b) burning of property insured by order of any Public Authority
- 2. Lighting
- 3. Explosion/Implosion

Excluding loss, destruction of or damage

- a) To boilers (other than domestic boilers), economizers or other vessels, machinery or apparatus (in which steam is generated) or their contents resulting from their own explosion/implosion,
- b) caused by centrifugal forces.
- 4. Aircraft Damage

Loss, Destruction or damage caused by Aircraft, other aerial or space devices and articles dropped therefrom excluding those caused by pressure waves.

5. Impact Damage

Loss of or visible physical damage or destruction caused to the property insured due to impact by any Rail/ Road vehicle or animal by direct contact not belonging to or owned by

- a) the Insured or any occupier of the premises or
- b) their employees while acting in the course of their employment.
- 6. Subsidence and Landslide including Rock slide

Loss, destruction or damage directly caused by Subsidence of part of the site on which the property stands or Land slide/Rock slide excluding:

- a) the normal cracking, settlement or bedding down of new structures
- b) the settlement or movement of made up ground

- c) coastal or river erosion
- d) defective design or workmanship or use of defective materials
- e) demolition, construction, structural alterations or repair of any property or groundworks or excavations.
- 7. Bursting and/or overflowing of Water Tanks, Apparatus and Pipes
- 8. Missile Testing operations
- 9. Leakage from Automatic Sprinkler Installations Excluding loss, destruction or damage caused by
 - a) Repairs or alterations to the buildings or premises
 - b) Repairs, Removal or Extension of the Sprinkler Installation
 - c) Defects in construction known to the Insured.
- 10. Bush Fire
 - Excluding loss, destruction or damage caused by Forest Fire.
- 11. Earthquake- Fire and Shock
- 12. Death of serving President of the country where the Event is being held and/or serving Prime Minister of the country where the Event is being held and/or serving Chief Minister of the state where the Event is being held.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 1 -EVENT CANCELLATION

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- 1. The failure of the **Insured** to carry on the event, commence or complete the event in the scheduled time due to insured's inability to make the necessary arrangement, due to financial incapacity, lack of funds, defaults.
- 2. Due to alterations or variation of the **Event** without prior approval of the **Company**.
- 3. Due to any contractual dispute or breach by the Insured or any Participant.
- 4. If the Event is Cancelled due to any regulation or law of any local, state or central authority. The Company also does not cover any loss or damage if the Event is Cancelled due to non-granting or withdrawal of permission by any local, state or central authority.
- 5. If the Event is Cancelled due to errors or omissions of a Vendor.
- 6. Any loss or damage caused wilfully or knowingly by the Insured, or any loss or damage in which the Insured or any person acting on Insured's behalf is involved or implicated.
- 7. If the Event is Cancelled because Insured and/or Insured's agent and/or the Named Artist is arrested or imprisoned for any criminal activity.
- 8. Any legal liability of the Insured.
- 9. Any loss or damage arising out of fear, threat or hoax of terrorism, Sabotage, Riots, Strike and/or Civil Commotion, Malicious Damage, Insurrection, Revolution or Rebellion and Mutiny.
- 10. Any loss or damage arising due to a Cyber Loss.

Specific Exclusion applicable to section 1 which can be waived in case specifically agreed by Us

- 11. Non-Appearance of any participant, person or group of persons.
- 12. If the Event is cancelled due to Riot, Strike, Malicious Damage and Civil Commotion.
- 13. If the Event is **Abandoned**, **Postponed**, **Interrupted**, **Curtailed** or **Relocated**. Specific definition applicable to this exclusion:
 - i. **Abandonment/Abandoned** means the inability to complete any or all of the **Event(s)** once commenced.
 - ii. **Curtailment** The insured event having to close, in whole or in part, earlier than the published closing date.
 - iii. **Interruption** or interrupted means the inability of the **insured** to keep open the whole or any part of the or **Event(s)** after opening, followed by the reopening thereof.
 - iv. **Postponement** or postponed means the unavoidable rescheduling of the **Event(s)** to another time.
 - v. Relocation or Relocated means the unavoidable removal of the Event(s) to another Venue.

- 14. If the **Event** is cancelled due to adverse weather conditions and/or unseasonal rain.
- 15. Any **Event** under canvas or in temporary structures.
- 16. If the **Event** is Cancelled due to Accidental death, Accidental injury or illness/sickness of **Immediate Family Member** of the Insured and/or of the Named Artist.
- 17. Any pandemic or communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
 - a. the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - b. any travel advisory or warning being issued by a national or international body or agency.

SECTION 2: - LOSS OF OR DAMAGE TO PROPERTY INSURED

SCOPE OF COVER

If You have Opted for this cover, We will pay up to the Sum Insured mentioned in the Policy Schedule/ Certificate of Insurance, as per the Sum Insured basis opted by You, for any loss of or damage to Property Insured, against the below mentioned perils specifically opted by You and mentioned in the Policy Schedule/ Certificate of Insurance:

Option 1: All Risk Cover except the perils specifically excluded and mentioned in this Section.

Option 2: You can select one or combination of more than one Peril as listed below.

- a) Fire, Lightning, Explosion
- b) Riot, strike, malicious damage
- c) flood, storm, cyclone, volcanic eruption, typhoon, hurricane, tornado, or other convulsion of nature or atmospheric disturbances
- d) Earthquake (fire and shock)
- e) Mechanical or electrical derangement/breakdown
- f) Burglary or Housebreaking or Robbery
- g) Theft
- h) Accidental Damage

Provided always that,

- a. such loss or damage has occurred during the **Policy Period** mentioned in the **Policy Schedule/ Certificate** of **Insurance** or during any further Period for which We may accept payment for the extension of this **Policy**.
- b. the liability of the **company** shall in no case exceed the **Sum Insured** on each item or on the whole of the Total **Sum Insured** mentioned in the **Policy Schedule/ Certificate of Insurance** against this section.

SPECIFIC EXCLUSION APPLICABLE TO SECTION 2: LOSS OF OR DAMAGE TO PROPERTY INSURED

This Section does not cover the following, unless specially mentioned in the **Policy Schedule/ Certificate** of Insurance and expressly insured by the Policy: -

- 1. The amount of the Excess specified in the **Policy Schedule/ Certificate of Insurance** ascertained after the application of all other terms and conditions of this section including any condition of average (under-insurance).
- 2. Any Loss or damage arising out of a peril listed under Insuring Clause of Section 2: "Loss of or Damage to **Property Insured**" not specifically mentioned in **Your Policy Schedule/Certificate of Insurance**.
- 3. Loss of or Damage to **property** not belonging to or held in trust by or in the custody or control of the **Insured**.
- 4. Any damage caused to property due to wear and tear, any quality in the property that caused it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation, wear and tear, insects, vermin, or rodents, corrosion, rust, dampness, cold or heat.
- 5. Cracking, scratching, denting, chipping or breakage or any other aesthetic defect not affecting the

operation or function of the **Property Insured**.

- 6. Loss of or damage to the property due to Over-Running, excessive pressure, self heating.
- 7. Loss, destruction or damage to **Valuable contents**, bullion, money, securities, virtual currency, manuscripts, deeds, bonds, bills of exchange, promissory notes, **stock** or share certificates, stamps, travel tickets, travellers' cheques, business books or documents.
- 8. Loss of or damage to accessories and/or tools and/or items of consumable nature and/or packaging material including but not limited to lubricating oil, fuel, catalyst, refrigerant etc.
- 9. **Theft** from any vehicle except vehicle of fully enclosed saloon type having at the time all the doors, windows and other openings securely locked and properly fastened.
- 10. Any damage to the **Property Insured** that existed before the Policy Inception i.e. any Pre-existing damage.
- 11. Loss or damage for which the manufacturer or supplier or repairer of the **property** is responsible either by law or contract/maintenance agreement.
- 12. Loss or damage arising due to defective design or workmanship by the manufacturer or supplier.
- 13. Loss or damage caused by or arising out of the willful act or willful neglect or contributory negligence of the **Insured** or his responsible representatives.
- 14. Damage to, or destruction of, property caused intentionally by the Insured or at Insured's direction.
- 15. Loss or damage arising from seepage, pollution or contamination, however such seepage, pollution or contamination may have been caused.
- 16. Loss or damage arising from delay, detention, confiscation, nationalization, requisition, occupation or wilful destruction by or under the order of the government or any public or local authority or Customs.
- 17. Loss or damage due to theft or attempted **theft** by any **employee** or any other person with a connivance of the Insured or any employee.
- 18. Loss destruction or damage directly occasioned by pressure wave caused by aircraft and other aerial devices traveling at Sonic or Supersonic speeds.
- 19. Legal liability of any kind.
- 20. Unexplained losses, shortages due to error or omissions, losses discovered when making an inventory or a periodic **stock** taking or loss resulting from the Insured's voluntarily parting with title or possession of any property or induced to do so by deception.
- 21. Loss or damage to the Property Insured whilst in Transit under contract of affreightment unless agreed and specifically mentioned in the **Policy Schedule/ Certificate of Insurance**.
- 22. Any loss or damage due to Subsidence and landslide (including rockslide) unless agreed and specifically mentioned in the **Policy Schedule/ Certificate of Insurance.**
- 23. Any loss or damage due to Cyber Attack.
- 24. Any loss, damage or destruction to Kutcha construction.

BASIS OF VALUATION

Sum Insured Basis Options applicable to Section 2 – Loss of or Damage to Insured Property:

The **Sum Insured** opted by **You** at Inception or Renewal shall be as per one of the following basis mentioned in **Your Policy Schedule/ Certificate of Insurance**:

a) Market Value Basis

Sum Insured on Market Value Basis shall represent the replacement value of the **Insured Property** as New at the time of loss or damage less due allowance in respect of depreciation for age, usage condition and betterment.

b) <u>Replacement Value Basis</u>

Sum Insured on Replacement Value Basis shall not be less than the cost which would be incurred to replace the **Insured Property** with a new Property of similar type, kind, capacity at any time during the **Policy Period**. No depreciation for **age**, usage and condition should be taken into consideration while arriving **Sum Insured** on Replacement Value Basis.

c) Agreed Value Basis

Sum Insured on Agreed Value Basis shall be agreed at the start of the **Policy** by mutual agreement between **Insured** and the **Insurer**. This type of valuation will be applicable to items like curios,

works of art, paintings etc, where the true value may become a matter of dispute at the time of claim.

BASIS OF LOSS SETTLEMENT

Basis of Loss Settlement applicable to Section 2 – Loss of or Damage to Insured Property:

Based on the **Sum Insured** Basis opted by **You** at the Policy Inception or Renewal, Partial Loss Claims for **Property Insured** shall be paid as below, provided that Our liability shall in no case exceed the **Sum Insured** stated in the **Policy Schedule/ Certificate of Insurance** against each Item:

1. PARTIAL LOSS SETTLEMENT FOR INSURED PROPERTY:

a. Partial Loss Settlement for Sum Insured Opted on Market Value Basis

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the **Property Insured** with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss less due allowance for betterment and depreciation for **age**, usage and condition.

b. <u>Partial Loss Settlement for Sum Insured Opted on Replacement Value Basis or Agreed Value</u> <u>Basis</u>

We shall pay You the Actual Repair Cost of the damage and the Cost of Replacing or Reinstating the damaged parts of the **Property Insured** with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

c. Partial Loss Settlement for Sum Insured Opted on Agreed Value Basis

We shall pay **You** the Actual Repair Cost of the damage or the Cost of Replacing or Reinstating the damaged parts of the **Property Insured** with parts of same kind or type but not superior to or more extensive than the parts when new as on date of loss.

In case of repair, We will also pay for any loss in value of the Insured Property.

2. TOTAL LOSS SETTLEMENT FOR PROPERTY INSURED:

Based on the **Sum Insured** Basis Opted by **You** at the Policy Inception or Renewal, Total Loss Claims for **Property Insured** shall be paid as below, provided that Our liability shall in no case exceed the **Sum Insured** Stated in the **Policy Schedule/ Certificate of Insurance** against each Item:

a. <u>Total Loss Settlement for Sum Insured Opted on Market Value Basis</u>

In the event of Total Loss, **We** will pay **You** the Replacement Cost of the lost or damaged **Property Insured** as on Date of Loss less due allowance for betterment and depreciation for **age**, usage and condition.

b. Total Loss Settlement for Sum Insured Opted on Replacement Value Basis

In the event of Total Loss, **We** will pay **You** the Replacement Cost of the lost or damaged **Property Insured** as on the Date of Loss i.e. the replacement value will be for a new **Property Insured** of same kind, capacity and specification excluding any allowance for betterment.

c. Total Loss Settlement for Sum Insured Opted on Agreed Value Basis

In the event of Total Loss, **We** will pay **You** the **Sum Insured** Agreed at the Inception of the Policy or Market Value immediately prior to the loss, whichever is lower.

SPECIFIC CONDITIONS / EXTENSIONS APPLICABLE TO SECTION 2: LOSS OF OR DAMAGE TO PROPERTY INSURED

Below special conditions / extensions shall be applicable to Section 2 of this Policy, unless specifically agreed otherwise and mentioned in the **Policy Schedule/Certificate of Insurance**:

1. Single Item Limit:

Our liability in respect of each item or Items in pair or set shall not exceed 5 percent of the "Section 2– Loss of or Damage to Property Insured" Total Sum Insured unless agreed by the Insurance

Company and mentioned in **Policy Schedule/Certificate of Insurance**.

2. Articles in Pairs or Sets:

If any **claim** arises hereon for loss or damage, consequent upon a peril specifically covered by the Policy, of or to an article constituting one of an insured pair or set, no regard shall be made to any special value as such and the amount recoverable under this policy shall be calculated as though the article had been separately insured at pro-rata of the insured value of the pair or set.

3. Transfer of Interest:

This Policy shall cease to attach to any **Property Insured** in which the Insured's interest shall pass from the **Insured** otherwise than by will or operation of law, unless the **Company's** consent to the continuance of the Insurance is obtained and Endorsed on the Policy.

4. Onus of Proof:

In any action, suit or other proceedings where the **Company** alleges that by reason of the above provisions any damage is not covered by this Insurance, the burden of proving that such damage is covered shall be upon the **Insured**.

5. Personal Conveyance Clause

This Insurance only covers the **Property Insured** in transit when in the "close personal custody and control" of the **Insured** and/or Insured's **Employee(s)** and/or representative(s), unless otherwise agreed by **Us**. For the purpose of this clause, "Close Personal Custody and Control" means that the **Property Insured** shall be held by, or attached to, or within sight and not more than arm's length reach of the designated individual at all times whilst in transit, subject to the Hotel/Motel Clause if applicable. A negligent or voluntary relinquishment of "close personal custody and control" over the **Property insured** by the designated individual will not constitute a loss for the purposes of recovery hereunder, and will result in an immediate cessation of coverage, subject to the Hotel/Motel Clause if applicable. Losses due to the infidelity of the designated individual are excluded.

6. Hotel/ Motel Clause

In respect of stay risks, this Insurance only covers the **Property insured** when in the hand or within sight of the **Insured** and/or Insured's **Employee(s)** and/or representative(s) or when deposited in either **bank** safe deposit vault or in the safe of a Hotel or Motel and/or whilst in custody of customs. For the purpose of this clause, coverage in respect of a safe in a Hotel/ Motel room will be operative only when the room is occupied or the insured Property is contained in a safe and/or vault. This insurance excludes loss of or damage to the insured Property from unattended Hotel/Motel rooms.

7. Storage at Residence Clause

It is agreed and understood between parties that whenever the **Insured** and/or Insured's representatives take any insured goods home, these goods have to remain under the personal and permanent supervision of an adult person unless locked in a safe at private dwelling house.

8. Maintenance of Keys Clause

The keys to the **Insured's Premises** and/or **Safe** shall not be left on the **Insured's Premises** out of **business hours** unless such premises are occupied by the Insured or any **authorized Employees** of the **Insured**; in which case, such keys if left on the premises shall be deposited in a secured place.

9. Packing and Securing of Property Insured in Storage or Transit Clause

It is warranted that the **Insured** will ensure that the **Property Insured**, the subject-matter of this **Policy**, will be packed, stored and transported in such manner as to withstand the normal hazards associated with such storage or transit.

10. Condition of Average (Under-insurance):

If the **Property Insured** shall at the time of any loss or damage be collectively of greater value than the **Sum Insured** thereon, then the **Insured** shall be considered as being his own insurer for the difference and shall bear a rateable proportion of the loss. Every item if more than one of the **Policy** shall be separately subject to this Condition.

Conditions of Average will not be applicable to Policies where **Sum Insured** is opted on Agreed Value Basis.

11. Indemnity:

We may at Our option reinstate, replace or repair the Property lost or damaged or any part thereof instead of paying the amount of loss or damage or may join with any other insurer in so doing, but We shall not be bound to reinstate exactly or completely but only as circumstances permit and in reasonably sufficient manner and , in no case, shall We be bound to expend more in reinstatement than it would have cost to reinstate such Property as it was at the time of the occurrence of such loss or damage and not more than the Sum Insured thereon. Upon payment of any claim for loss or damage under this Policy, the Property in respect of which the payment is made shall belong to Us

SECTION 3: - PUBLIC LIABILITY

SCOPE OF COVER

If **You** have opted for this section, **We** will indemnify **You** against your legal liability (other than under the Public Liability Insurance Act, 1991 or any other statute based on the doctrine of "No Fault Liability") to pay compensation including claimant's costs, fees and expenses anywhere in India, in accordance with Indian Law. This section will cover the damages for third party civil claims arising out of bodily Injury or Property Damage caused in the course of event by an accident in the premises where it is held and during the Policy Period.

INDEMNITY:

We will indemnify You in excess of the Compulsory Excess, subject to the Limit of Indemnity, against its legal liability (including Defence Costs) to pay Damages for third party Claims arising out of Bodily Injury and/or Property Damage:

- a) caused by an Accident in the Insured Premises,
- b) in the course of the event, and
- c) if notified by the Insured during the **Policy Period** in accordance with the terms of this **Policy**.

DEFENCE COSTS

We will, subject to the Limit of Indemnity, pay all costs, fees and expenses incurred with Our prior written consent in the investigation, defence or settlement of any Claim and the Insured's costs of representation at any inquest, inquiry, or other proceedings in respect of matters which have a direct relevance to an actual or anticipated Claim against the Insured falling within the terms of this Policy.

SPECIFIC CONDITIONS APPLICABLE TO SECTION 3 – PUBLIC LIABILITY

1. Notification Extension Clause:

Should You notify Us during the Policy Period, in accordance with "General Condition – Claim Procedure", of any specific event or circumstance which We accept may give rise to a claim or claims which form the subject of indemnity by this Policy, then the acceptance of such notification means that We will deal with such claim or claims as if they had first been made against You during the Policy Period. The extension under this clause will be subject to the maximum time limit laid down under the Indian Limitation Act in force from time to time.

2. Extended Claim Reporting Clause:

Subject to the limits of indemnity and the terms, conditions and exceptions of the section, if this **Policy** is cancelled nor renewed or replaced, either by **Us** or by **You**, with an insurance Policy for the same interest **You** shall be entitled to an Extended Reporting Period of number of days as opted by **You** and mentioned in Your **Policy Schedule/Certificate of Insurance**, granted automatically from the date of expiry of the **Policy**, for notification of claims for accidents which had taken place during the **Policy Period**, provided, however, all claims made during the extended reporting period shall be handled as if they were made on the last day of the expiring **Policy Period**.

3. Insured Persons:

Subject to the Limit of Indemnity, their compliance with the terms and conditions of this **Policy** and without prejudice to the **Your** obligations under this **Policy**, in the event of a **Claim** indemnifiable under the Section the indemnity provided hereunder shall also extend to:

- a. Officials of the Insured in their business capacity arising out of the performance of their **business** or in their private capacity arising out of their temporary engagement of the Insured's employees;
- b. The officers, committees and members of the Insured's canteen, social, sports, medical, firefighting and welfare organizations in their respective capacities as such;
- c. The personal representatives of the estate of any person who would otherwise be indemnified by this **Policy** but only in respect of liability incurred by such person.

Provided always that all such persons or parties shall exercise their rights through the Insured named in the **Policy Schedule/Certificate of Insurance** and; observe, fulfil and be subject to the terms, conditions and exclusions of this **Policy** as though they were the Insured.

4. Cross Liabilities:

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other person or party (other than the named Insured) subject to Our total liability not exceeding the limit of indemnity stated in the **Policy Schedule/Certificate of Insurance**.

5. Limit Of Indemnity:

Our total liability to pay compensation, Claimant's costs, fees and expenses and defence costs shall not exceed the limit of Indemnity stated in the **Policy Schedule/Certificate of Insurance** against this section. Limit of Indemnity applies to any one claim or series of claims arising from one originating cause. Limit of Indemnity shall represent the total amount of **Our** liability during the **Policy Period**.

6. Claims Series Clause

For the purpose of this section where a series of and/or several bodily injuries and/or property damages are attributable directly or indirectly to the same cause all such bodily injuries and/or property damages shall be added together and all such bodily injuries and/or property damages shall be treated as one **claim** and such claim shall be deemed to have been made at the point in time when the first of the claims was made in writing. There shall, however, be no coverage for claims made or arising from one specific cause, which are made later than 3 years after the first claim of the series.

7. Compulsory Excess

You shall bear as Compulsory Excess the amount or percentage of the limit of indemnity per any one accident as mentioned in the **Policy Schedule/Certificate of Insurance**. This Compulsory Excess shall be applicable to both (a) death/**bodily injury** and (b) **property damage**, inclusive of defence costs arising out of any one accident. Our liability shall attach for the claim in excess of such Compulsory Excess.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 3 – PUBLIC LIABILITY

This section does not cover liability:

1. assumed by the **Insured** by agreement and which would not have attached in the absence of such agreement.

- 2. arising out of earthquake, earth-tremor, volcanic eruption, flood, storm, tempest, typhoon, hurricane, tornado, cyclone or other similar convulsions of nature and atmospheric disturbance.
- 3. arising out of deliberate, wilful or intentional non-compliance of any statutory provision.
- 4. arising out of loss of pure financial nature such as loss of goodwill, loss of market, etc.
- 5.
 - (a) arising out of all personal injuries such as libel, slander, false arrest, wrongful eviction, wrongful detention, defamation, etc. and mental injury, anguish, or shock resulting there from;
 - (b) infringement of plans, copy-right, patent, trade name, trademark, registered design;
- 6. arising out of fines, penalties, punitive or exemplary damages or any other damages resulting from the multiplication of compensatory damages.
- This Section does not cover liability for claims arising out of; the ownership possession or use by or on behalf of the Insured of any motor vehicle or trailer for which compulsory insurance is required by legislation other than the following;
 - (a) claims caused by the use of any tool or plant forming part of or attached to or used in connection with any motor vehicle or trailer;
 - (b) claims arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor vehicle or trailer;
 - (c) claims for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or of the load carried therein;
 - (d) claims arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
- 8. the ownership possession or use by or on behalf of the **Insured** of any aircraft, watercraft or hovercraft.
- 9. damage to property owned leased or hired or under hire-purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than the
 - (a) premises (or the contents thereof) temporarily occupied by the Insured for work thereon or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).
 - (b) employees and visitors clothing and personal effects.
 - (c) premises tenanted by the Insured to the extent that the Insured would be held legally liable in the absence of any specific agreement.
- 10.the deliberate, conscious or intentional disregard of the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.
- 11. Injury to any person under the contract of employment or apprenticeship with the Insured their contractor(s) and/or Sub-Contractor(s) when such Injury arises out of the execution of such contract.
- 12. liability more specifically Insured elsewhere.
- 13.Any liability under the Public Liability Insurance Act 1991, any amendment thereto, or any other statute or law which attaches liability on a no fault basis.
- 14.Any Product.
- 15.for any claims where the Insured were aware of the circumstance or event which gave rise to the claim before the inception of this Policy;
- 16.for any financial loss or claim arising out of any act of negligence, error, mistake or omission in rendering or failing to render professional services, whether performed by the Insured or by others for whom the Insured is legally responsible;
- 17.any actual or alleged liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of asbestosis or any related disease (including cancer) resulting from the existence, production, processing, manufacture, sale, distribution, storage, deposit or use of asbestos, asbestos products and/or products containing asbestos in whatever form or quantity;
- 18.any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to Electro-Magnetic Fields and/ or Electro-Magnetic Interference;

19.in connection with dishonest/criminal acts of employees or persons working for/on behalf of the Insured;

20.prior and pending losses;

- 21.caused by, whatsoever nature directly or indirectly, resulting from or in connection with:
 - a. Employers Liability & Employment Practices Liability;
 - b. Professional Liability;
 - c. Mold, fungi, mildew, spore or mycotoxins of any kind;
 - d. Insured vs. Insured claims;
 - e. Damage to alienated premises;
 - f. Libel and Slander;
 - g. Advertising injury;
 - h. Assault and Battery;
 - i. Property under care, control and/or custody of the Insured;
 - j. Offshore risk;
 - k. Toxic waste
- 22.any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection Strike, riots and civil commotion regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- 23.for Bodily Injury or Property Damage arising out of or with respect to or in relation to the furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol and/or any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages and/or causing or contributing to the intoxication of any person.
- 24.transportation of materials and / or hazardous / dangerous substances outside Insured's premises unless specifically covered.
- 25.arising out of consumption of food, beverage and/or any other edible items supplied by the Insured in the Insured's premises, unless specifically covered;
- 26.arising out of Industrial seepage, pollution and contamination, unless specifically covered;

SECTION 4: - PERSONAL ACCIDENT

SCOPE OF COVER

In the event of any Accidental Bodily Injury sustained by You / Insured Person (s) named in the Policy Schedule/ Certificate of Insurance anywhere in the Insured Premises/ Venue/ geographical limits during the Policy Period, the Company will make payment as provided for below:

A. ACCIDENTAL DEATH

If **You** have opted for this cover, and if **Insured Person** sustains an **Accidental Bodily Injury** within the geographical limits during the **Policy Period**, which is the sole and direct cause of insured persons Death within twelve (12) months from the date of accident, then **We** will pay 100% of the **Sum Insured**, as opted by **You** and mentioned in **Your Policy Schedule/Certificate of Insurance** against this cover.

I. Additional Inbuilt Benefits under Accidental death:

Below are the additional inbuilt benefits under Section 1. Accidental Death and We will pay 100% of the Sum Insured opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover, in the below events:

a. Disappearance: We shall be liable to be pay under this benefit, if the Insured Person's full body cannot be located within a period of consecutive twelve (12) months, following a forced landing, stranding, sinking, or wrecking of a Common Carrier in which such Insured Person was known to have been travelling as a fare paying passenger or in any event arising as a result of Act of God Perils during the Policy Period, where it is reasonable to believe that such Insured Person has died as a result of an Accidental Injury. b. Drowning: We shall be liable to be pay under this benefit, if the Insured Person's full body cannot be located within a period of consecutive twelve (12) months, on account of Drowning during the Policy Period, where it is reasonable to believe that such Insured Person has died as a result of drowning.

For both (a) and (b) above, **We** will only pay, when the nominee or the legal heir provides a legally binding indemnity bond or any other document as required by **Us** which guarantees, that, if at any time, after the payment of the **Accidental** death benefit, it is discovered that the Insured Person is still alive, all payments shall be repaid in full to **Us**.

This Cover is subject to terms, conditions, limitations and exclusions mentioned in the Policy.

B. PERMANENT TOTAL DISABLEMENT

If You have opted for this cover, and if Insured Person sustains an Accidental Bodily Injury within the geographical limits during the Policy Period, which is the sole and direct cause of Your "Permanent Total Disablement" within twelve (12) months from the Date of accident, then We will pay 100% of Sum Insured, as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this Section.

Specific Conditions applicable to Permanent Total Disablement:

1. If the Insured Person suffers Accidental Injuries resulting in more than one of the Permanent Total Disablement, then Our maximum, total and cumulative liability under this Benefit shall be limited to the **Sum Insured** opted by **You** and mentioned against this Section.

This Cover is subject to terms, conditions, limitations, and exclusions mentioned in the Policy.

C. PERMANENT PARTIAL DISABLEMENT

If You have opted for this cover, and if Insured Person sustains an Accidental Bodily Injury within the geographical limits during the Policy Period, which is the sole and direct cause of Your Permanent Partial Disablement within twelve (12) months from the Date of accident, then We will pay the percentage of Sum Insured, as opted by You and mentioned in Your Policy Schedule/Certificate of Insurance against this cover, as per the following Scale.

Nature of Injury	% of Sum Insured
Loss of each arm at the shoulder joint	70%
Loss of each leg above centre of the femur	70%
Loss of each arm to a point above elbow joint	65%
Loss of each leg up to a point below the femur	65%
Loss of each arm below elbow joint	60%
Loss of each hand at the wrist	55%
Complete and irrecoverable loss of sight of an eye	50%
Loss of each leg to a point below the knee	50%
Loss of each leg up the centre of tibia	45%
Loss of each foot at the ankle	40%
Loss of hearing in each ear	30%
Loss of each thumb	20%
Loss of each index finger	10%
Loss of sense of smell	10%

Permanent Partial Disablement – Table of Benefits

Loss of each other finger	5%
Loss of each big toe	5%
Loss of sense of taste	5%
Loss of each other toe	2%

For the purpose of this Cover, Loss means:

- a. The physical separation of a body part, or
- b. The total loss of functional use of body part or organ mentioned in the above Table of Benefits, provided this has continued for at least 180 days from the onset of loss of functional use of body part or organ and at the expiry of 180 days, We have a certification from independent Medical Practitioner empanelled by Us stating that there is no reasonable medical hope for improvement.

Specific Conditions applicable to Permanent Partial Disablement:

- If the Insured Person suffers Accidental Injuries resulting in more than one Permanent Partial Disablement, then **Our** maximum, total and cumulative liability under this Benefit shall be limited to the **Sum Insured** opted by **You** and mentioned in **Your Policy Schedule/Certificate of Insurance** against this cover.
- 2. If the Insured Person suffers from a Permanent Partial Disablement not listed in the above table then an external medical advisor will determine the disablement percentage.
- 3. On acceptance of a claim under this Benefit, the Insured Person's Cover under this Benefit and Other Benefit opted under this **Policy** shall continue, subject to the availability of the **Sum Insured**, terms, conditions and Exclusion of this Policy.

This Cover is subject to terms, conditions, limitations and exclusions mentioned in the **Policy**.

D. ACCIDENTAL HOSPITALIZATION COVER

If You have opted for this cover, We shall indemnify the Insured Person all medical expenses incurred for hospitalisation arising due to accident within the geographical limit during the policy period, up to the Sum Insured opted specified in the Policy Schedule//Certificate of Insurance. The Hospitalisation expenses shall cover the following:

- i. Room, Boarding, Nursing Expenses as provided by the Hospital/ Nursing Home,
- ii. Surgeon, Anaesthetist, Medical Practitioner, Consultants, Specialist Fees whether paid directly to the treating doctor/ surgeon or to the hospital.
- iii. Anaesthesia, blood, oxygen, operation theatre charges, surgical appliances, medicines and drugs, costs towards diagnostics, diagnostic imaging modalities, and such other similar expenses.
 (Expenses on Hospitalisation for a minimum period of 24 hours are admissible. However, this time limit of 24 hours shall not apply when the treatment does not require hospitalisation as specified in the terms and conditions of policy contract, where the treatment is taken in the Hospital and the Insured is discharged on the same day.)
- iv. Intensive Care Unit (ICU) / Intensive Cardiac Care Unit (ICCU) expenses
- v. The Cost of prosthetic and other devices or equipment if implanted internally during a Surgical Procedure carried out to treat the accidental injury covered under the policy.
- vi. Expenses incurred on hospitalization due to accident, under AYUSH (as defined in IRDAI (Health Insurance) Regulations, 2016) systems of medicine shall be covered without any sub- limits.

The following other expenses necessitated due to injury shall also be covered under the Accidental Hospitalization Cover:

- i. Dental treatment
- ii. Plastic surgery
- iii. All day care treatments.

iv. Expenses incurred on road Ambulance subject to a maximum of Rs.2000/- per hospitalization.

Note: The expenses that are not covered under the section Accidental Hospitalization Cover are placed under List- I of Annexure-B. The list of expenses that are to be subsumed into room charges, or procedure charges or costs of treatment are placed under List-II, List -III and List- IV of Annexure -B respectively.

SPECIFIC EXCLUSIONS APPLICABLE TO SECTION 4- PERSONAL ACCIDENT

(Applicable to Accidental Death, Permanent Total Disablement and Permanent Partial Disablement) The **Company** shall not be liable to make any payments under this section in respect of:

- (i) Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of **Insured Person**
 - a. from intentional self-injury unless in self-defence or to save life, suicide or attempted suicide;
 - b. whilst under the influence of intoxicating liquor or drugs or other intoxicants except where the insured is not directly responsible for the injury/ accident though under influence of intoxication.
 - c. whilst engaging in aviation or ballooning, or whilst mounting into, or dismounting from or travelling in any balloon or aircraft other than as a passenger (fare-paying or otherwise) in any Scheduled Airlines in the world.

[Standard type of aircraft means any aircraft duly licensed to carry passengers (for hire or otherwise) by appropriate authority irrespective of whether such an aircraft is privately owned or chartered or operated by a regular airline or whether such an aircraft has a single engine or multiengine;]

- d. arising or resulting from the **Insured Person** committing any breach of law with criminal intent.
- (ii) Any claim for death, disablement (whether of a permanent nature or of a temporary nature), hospitalization of **Insured Person** due to participation as a professional in hazardous or adventure sports, including but not limited to, para-jumping, rock climbing, mountaineering, rafting, motor racing, horse racing or scuba diving, hand gliding, sky diving, deep-sea diving.

(Applicable to Accidental Hospitalization Cover)

The **Company** shall not be liable to make any payments under this **Policy** in respect of any expenses incurred by the insured person in connection with or in respect of:

i. Investigation & Evaluation (Code- Excl04)

- a) Expenses related to any admission primarily for diagnostics and evaluation purposes.
- b) Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment.
- **ii.** Dietary supplements and substances that can be purchased without prescription, including but not limited to Vitamins, minerals and organic substances unless prescribed by a medical practitioner as part of hospitalization claim or day care procedure **(Code- Excl14)**
- iii. Expenses incurred for treatment of accidental injuries which does not warrant hospitalization.
- iv. Any expenses incurred on Domiciliary Hospitalization and OPD treatment.
- v. Treatment taken outside India.
- vi. All expenses listed in Annexure-B (List I) of the Policy.

SPECIFIC CONDITIONS APPLICABLE TO THE SECTION- 4 PERSONAL ACCIDENT

1. NOMINATION

You / Insured Person(s) are required at the inception of the policy to make a nomination for the purpose of payment of **claims** under the policy in the event of Your death or death of the Insured Person (s). Any change of nomination shall be communicated to the **company** in writing and such change shall be effective only when an endorsement on the policy is made. In the event of death of the policyholder, the Company will pay the nominee, as named in the **Policy Schedule/ Certificate of Insurance/Endorsement** (if any), and in case there is no subsisting nominee, to the legal heirs or legal representatives of the policyholder whose discharge shall be treated as full and final discharge of its liability under the policy.

2. COMPLETE DISCHARGE

Any payment to the Policyholder, **Insured Person** or his/ her nominee or his/ her legal representative or assignee or to the Hospital, as the case may be, for any benefit under the **Policy** shall be valid discharge towards payment of claim by the **Company** to the extent of that amount for the particular claim.

3. MULTIPLE POLICIES (Applicable to Accidental Hospitalisation Cover under this Section)

- i. In case of multiple policies taken by an **Insured Person** during a period from one or more insurers to indemnify treatment costs, the **Insured Person** shall have the right to require a settlement of his/her claim in terms of any of his/her policies. In all such cases the insurer chosen by the insured person shall be obliged to settle the claim as long as the claim is within the limits of and according to the terms of the chosen **Policy**.
- ii. **Insured Person** having multiple policies shall also have the right to prefer claims under this policy for the amounts disallowed under any other policy / policies even if the sum insured is not exhausted. Then the insurer shall independently settle the claim subject to the terms and conditions of this policy.
- iii. If the amount to be claimed exceeds the sum insured under a single policy, the **Insured Person** shall have the right to choose insurer from whom he/she wants to claim the balance amount.
- iv. Where an insured person has policies from more than one insurer to cover the same risk on indemnity basis, the insured person shall only be indemnified the treatment costs in accordance with the terms and conditions of the chosen policy.
- v. the contribution clause shall not be applicable where the cover/ benefit offered:
 - is fixed in nature (For Example: Accidental Death, Permanent Total Disablement, Permanent Partial Disablement)
 - does not have any relation to the treatment costs;

SECTION 5: - MONEY INSURANCE

SCOPE OF COVER

If You have opted for this Section, We will indemnify you:

- Up to the Limit of Indemnity specified in the Policy Schedule/Certificate of Insurance for the loss of Money in Transit whilst carried by You or Your authorized Employee(s) / authorized Person, caused by Robbery, Theft or any other fortuitous cause, and/or.
- 2. Up to the Limit of Indemnity specified in the Policy Schedule/Certificate of Insurance for the loss of Money from a Safe and/or Strong Room in the Insured premises mentioned in the Policy Schedule/Certificate of Insurance caused by Burglary or Robbery or housebreaking or hold-up, and/or
- 3. Up to the Limit of Indemnity specified in the Policy Schedule/Certificate of Insurance for the loss of Money from the Insured's Cash Counter in the Insured premises mentioned in the Policy Schedule/Certificate of Insurance during business hours or office hours caused by Burglary or Housebreaking or Robbery.

SPECIFIC EXCLUSION APPLICABLE TO THE SECTION-5 MONEY INSURANCE

This section does not cover the following unless specially mentioned in the Policy Schedule/Certificate of Insurance and expressly insured by the Policy:

- 1. For the amount of the **Deductible/Excess** specified in the **Policy Schedule/Certificate of Insurance** ascertained after the application of all other terms and conditions of this **Policy**.
- 2. Loss of any Money due to error or omission, unexplained losses, mysterious disappearances.
- 3. Loss of Money carried by anyone other than the **Insured** or an **Authorised Employee**/ Authorised Person of the **Insured**.
- 4. Loss of Money where the Insured or his Authorised Employee / Authorised Person is or is alleged to be involved as a principal or accessory, except loss due to fraud or dishonesty of the cash carrying employee of the Insured, occurring whilst in transit and discovered within time frame as mentioned in Policy Schedule/Certificate of Insurance.

- 5. Loss occurring on **insured Premises**, after **Business Hours**/ timing specifically agreed by the Company and mentioned on the **Policy Schedule/Certificate of Insurance**, unless the **Money** is in Locked **Safe or Strong Room** with restricted access.
- 6. Money kept at Private Residence or any place other than Insured's place mentioned in the Policy Schedule/Certificate of Insurance unless specially agreed and mentioned in the Policy Schedule/Certificate of Insurance.
- 7. **Money** entrusted to any person (other than a full-time permanent employee of the **Insured** in employment of the **Insured** under an express contract of employment), agency or organisation engaged in the transportation of **Money** for third parties; **Money** carried under contract of affreightment, unless this is specifically agreed and mentioned in **Your Policy Schedule/ Certificate of Insurance**.
- 8. Loss of **money** from an unattended vehicle.
- 9. Loss from a **safe or strong room** following use of the **safe or strong room** key(s) or any duplicate thereof belonging to the **Insured**, unless this has been obtained by threat or by violence to the person in custody of the key(s);
- 10.Loss or damage due to earthquake, flood, volcanic eruption, storm, typhoon, hurricane, tornado, cyclone or other convulsion of nature or atmospheric disturbances.
- 11.Loss due to or in any way contributed to by the **Insured** having knowingly permitted or caused or suffered anything to be done or not done whereby the risks hereby insured against were increased.
- 12. Any loss of or damage to any property, whether belonging to the **Insured**, an **Employee** or any third party.
- 13. Any personal or bodily or mental injury or suffering of any description.
- 14.If the **Insured premises** containing the insured property is unused / unoccupied and so remains for a consecutive period of 7 days or more, unless specifically agreed, altered and mentioned in **Your Policy Schedule/Certificate of Insurance.**

SPECIFIC CONDITIONS APPLICABLE TO SECTION 5 – MONEY INSURANCE

1. Alteration of Risk

- The cover provided under this **Policy** shall be immediately suspended if:
- a. there is any material change in the facts and matters stated in the Proposal, and/or
- b. the ownership of the Insured Property passes from the Insured to any other person or entity, and/or
- c. the **Insured Premises** are Unused / Unoccupied, during the period of being Unused / Unoccupied unless informed to **Us** in writing and specifically agreed by **Us**.

2. Inspection of Books

The **Insured** acknowledges that the premium in so far as it relates to Section-5(1 – Loss of **Money in Transit**) has been determined by reference to the **Insured's** estimate of the amount of **Money in Transit**, as stated in the **Policy Schedule/Certificate of Insurance**. It is hereby agreed that during the **Policy Period** the Insured shall maintain a proper and contemporaneous record of the actual amount of **Money in Transit**, which record shall be available for inspection by the **Company** at any reasonable time.

3. Maintenance of Books and Keys

The **Insured** shall maintain a contemporaneous daily written record of the **Money** contained in the **Safe** and/or **Strong Room** and/or In Transit and such record shall be deposited in a secure place, other than the said **Safe** and/or **Strong Room** and be produced to the **Company** as documentary evidence in support of a **claim** under the **Policy**. The keys of the **safe or strong room** shall not be left on the premises out of **business hours** unless the premises are occupied by the **Insured** or any **authorised employee** of the **Insured**, in which case such keys if left on the premises shall be deposited in a secure place not in the vicinity of the **safe or strong room**.

4. Prosecution:

The Insured upon becoming aware of any loss or damage in respect of which a claim is or may be made shall take all practicable steps to discover the person by whom the Money or Money in Transit was stolen, or the premises damaged and to prosecute and obtain the conviction of such person for the offence and to trace and recover the stolen Money or Money in Transit.

SECTION 6 - TRAVELLING PROTECTION

I. Scope of Cover

The Company hereby agrees subject to the terms, conditions and exclusions herein contained or otherwise expressed herein, to indemnify to the **Insured Person** during the **Trip**, a sum not exceeding the **Sum Insured** as specified in the **Policy Schedule/ Certificate Of Insurance** against the respective sections.

Trip refers to travel within India or abroad for the purpose of event insured under this Policy.

Section 6.1 Loss of Personal Baggage / Personal Belongings

We will indemnify the Insured Person for the loss of baggage / personal belonging during his/ her Trip due to robbery, larceny or hold up subject to maximum of the Sum Insured as mentioned in Policy Schedule / Certificate of Insurance.

For this section, Personal Baggage / Personal Belongings shall include personal effects carried by Insured Person during a **Trip** and cover contents that are personal in nature including but not limited to clothes, toiletries, shoes, items of similar nature or any other specifically agreed by **Us**.

Condition applicable to Section 6.1

- 1. Baggage and Personal Belongings must be accompanying the **Insured Person** during his/ her **Trip**.
- 2. Only one claim is payable under the section in a cover period, unless specifically agreed otherwise by **Us** and mentioned on the **Certificate of Insurance/ Policy Schedule.**

Exclusion applicable to section 6.1

- 1. Any partial loss including loss of one or more articles
- 2. Baggage / Personal Belongings left unattended in a place to which the general public has access;
- 3. Damage to baggage/ personal belongings from normal wear and tear, decay, and manufacturing defects;
- 4. Damage to baggage/ personal belongings caused by leakage of powder or liquid carried within baggage/ personal belongings;
- Loss or damage to the baggage/ personal belongings due to mysterious disappearance Specific Exclusion applicable to Section 6.1 which can be waived in case specifically agreed by us:
- 6. Portable electronic items
- 7. Theft of baggage and personal belongings
- 8. Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones)

Section 6.2 Loss of Passport / Documents during the trip

In case of loss of passport/ important documents during the **Trip**, **We** will reimburse the **Insured Person** for prescribed fee payable to the concerned authorities incurred to obtain a duplicate or new passport / documents.

For this section important documents shall include **Insured Person**'s visa, PAN card, driving licence, Aadhar card, birth certificate, education marksheet/ certificate or any other document specifically agreed by **Us**.

Condition applicable to Section 6.2

- 1. Loss of passport/visa will be covered only in case of International travel
- 2. All claims must be supported by documentary evidence of the costs you have incurred.

3. Insured Person must report the loss of passport/ documents to Police Authority immediately but not later than 24 hours after discovering the loss event

Exclusion applicable to section 6.2

- 1. Loss or damage to the Insured's passport as a result of the confiscation or detention by customs, police or any other authority.
- 2. Any consequential expenses incurred due to loss of passport like emergency trip extension will not be covered under this section.

Section 6.3 Missed Connecting Flight during transit Coverage:

We will reimburse reasonable additional expenses due to Missed Connecting flight due to Increment Weather, equipment failure of **Common Carrier** or Strike or other job action by employees of a **Common Carrier** scheduled to be used by the **Insured Person**.

Exclusion applicable to section 6.3

- 1. Any missed connection where time gap between scheduled arrival of incoming common carrier and scheduled departure of connecting **common carrier** was less than 6 hours or time excess as mentioned in the **Certificate of Insurance/ Policy Schedule**.
- 2. Any claim caused by a strike or industrial action or any other reason for which the dates had been publicly announced or reported by the media at the time you took out your policy or when you booked your trip (whichever is later).

Section 6.4 Trip Cancellation:

We will indemnify the **Insured Person** for flight cancellation charges if the **Insured Person** cancels his **Trip** before the onset of the such trip due to **Insured Person**'s hospitalisation or his / her family member's hospitalisation within 7 days prior to departure of the **Insured Person**, death of the Insured Person family member within 7 days prior to departure of the **Insured Person**, natural calamity, riot or strike at the travel origin city, Government advisory or due to legal matter wherein the **Insured Person** is directly involved.

For this section, family member should mean spouse, children and parents of the Insured Person.

Exclusion applicable to section 6.4

- 1. Failure to start journey in case of rejection of VISA.
- 2. If trip is cancelled due to any natural calamity not declared by appropriate government authority.
- 3. Any cancellation due to **Hospitalization** resulting from pre-existing disease, Childbirth, Pregnancy or related medical complications to Insured Person, his/ her **Immediate Family** or traveling companion.

Section 6.5 Delay in Flight

We will pay the **Insured Person** if his/ her **Common Carrier's** actual departure time is delayed by more than 6 hours or the duration (as specified in the **Policy schedule/ certificate of Insurance**) from the scheduled departure time, due inclement weather, sudden strike at common carrier, equipment failure or operational issue of the common carrier.

Exclusion applicable to section 6.5

- 1. Any delay, which was made public or known to at least 6 hours prior to the scheduled departure of the **Common Carrier**.
- 2. Any delay caused due to change in laws, regulations or orders issued by the respective Government or the regulating authority which was publicly announced.
- 3. Strikes or labour disputes which existed, or of which advance warning had been given in Public prior to the date on which the insured **Trip** was scheduled.

Section 6.6 Emergency Medical Treatment and Evacuation

If the **Insured Person** fall ill during his/ her **Trip** and require immediate medical treatment resulting in hospitalization in order to save his/ her life or to give immediate relief from an acute pain, we will pay for the reasonable and customary charges the **Insured Person** incur for emergency medical treatment including rescue service to take to the hospital, up to the Sum Insured as specified in the **Policy Schedule / Certificate of Insurance.**

Exclusion applicable to section 6.6

- 1. Claim arising out of any type of pre-existing disease or illness.
- 2. Any medical treatment resulting into hospitalisation from accidental injury.
- Any claim for a medical condition if any insured person has travelled against the advice of a doctor or travels without medical advice when it was reasonable for them to have consulted a doctor.
- 4. The cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the illness that you originally went to hospital for;
- 5. Any form of treatment that your treating doctor and our Medical Emergency Assistance provider think can reasonably wait until you return home;
- 6. Cosmetic surgery;
- 7. Routine medication which you were consuming or started, at the time your trip start, and you knew that you would need while you were away;
- 8. Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- 9. Any treatment after you have returned home
- 10. Investigation & Evaluation
 - a. Expenses related to any admission primarily for diagnostics and evaluation purposes only are excluded.
 - b. Any diagnostic expenses which are not related or not incidental to the current diagnosis and treatment are excluded
- 11. Vitamins and tonics, vaccination (unless related to animal bite), Weight management services and treatments related to weight reduction programs including treatment of obesity, external Congenital disease, defect or anomalies.
- 12. Physiotherapy, rehabilitation of organs.
- 13. Pregnancy or childbirth related expenses.

Section 6.7 Emergency Accidental Treatment and Evacuation

If the **Insured Person** meets with an accident during his/ her **Trip** and require immediate medical treatment resulting in hospitalization in order to save his/ her life or to give immediate relief from an acute pain, **We** will pay for the reasonable and customary charges the **Insured Person** incur for emergency accidental treatment including rescue service to take to the hospital, up to the **Sum Insured** as specified in the **Policy Schedule / Certificate of Insurance**.

Exclusion applicable to section 6.7

- 1. Claim arising out of any type of pre-existing injury.
- 2. All type of medical treatments and hospitalization required or undertaken at the place of origin of Trip
- 3. The cost of any non-emergency treatment or surgery including exploratory tests which are not directly related to the injury that you originally went to hospital
- 4. Any form of treatment that your treating doctor and our Medical Emergency Assistance provider think can reasonably wait until you return home;
- 5. Plastic or cosmetic surgery, unless considered necessary as a medical emergency and agreed with our Medical Emergency Assistance provider and required due to accident;
- 6. Any treatment after you have returned home.

Section 6.8 Plane Hijack Cover

We will pay the amount as mentioned in the **Policy schedule/ Certificate of Insurance** if the commercial aircraft in which the **Insured Person** was traveling gets hijacked.

Section 6.9 Home protection while Insured Person is away

We will cover the damage, disappearance or destruction of the **Insured Person's** furniture, clothes, electrical and electronic items due to burglary at his/her residence during **Insured Person's** Trip travel time.

Specific Exclusion applicable to Section 6.9 which can be waived in case specifically agreed by us:

- 1. Losses that are due to events other than burglary, including but not limited to fire, smoke, lightning, wind, water, flood, earthquake, volcanic eruption, tidal wave, landslide, hail, or other acts of god;
- 2. Losses that occurred when Insured Person's travel time is longer than 2 weeks
- 3. Traveller's cheque(s), cash, tickets of any kind, negotiable instruments, bullion, rare or precious coins or stamps, plants, animals, consumables, perishables, art, antiques, firearms, collectable items, furs, jewellery, gems, precious stones and articles made of or containing gold (or other precious metals and/or precious stones)

II. Condition Applicable to Section 6

- The passenger fares(s) for a covered Trip must be paid entirely with Insured Person's card/ bank account / digital wallet/ any other mode of payment as specified in the Policy Schedule / Certificate of Insurance.
- 2. **Trip** can be within India only or any country specific or Worldwide, as mentioned in the **Certificate Of Insurance / Policy Schedule**.
- 3. In no event will we pay more than the replacement cost of the covered item.
- 4. The coverage will be restricted to first 15 days from the date of start of travel, unless specifically agreed otherwise by **Us** and mentioned on the **Certificate of Insurance/ Policy Schedule.**

D. GENERAL EXCLUSION APPLICABLE TO ALL THE SECTIONS

This **Policy** does not cover the following unless specially mentioned in the **Policy Schedule/Certificate of Insurance** and expressly insured by the Policy.

- 1. Any circumstance, fact or mater of which the **Insured** was or ought reasonably to have been aware prior to the commencement of the **Policy Period**.
- 2. Any claim arising out of criminal or unlawful activity Any loss arising out of the Insured Person's actual or attempted commission of or wilful participation in an illegal, criminal or unlawful act or any violation or attempted violation of the law.
- 3. The **Insured's** consequential losses of any kind, be they by way of loss of profit, loss of opportunity, loss of gain, business interruption, market loss or otherwise, or any claims arising out of loss of a pure financial nature such as loss of goodwill.
- 4. Any Fraud, misrepresentation or concealment by the **Insured**.
- 5. Any claims arising outside the geographical limits as mentioned in the **Policy Schedule/Certificate of Insurance**;
- 6. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel.
- 7. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or damage to property by or under the order of any government or public local authority.

8. Terrorism Damage Exclusion Warranty

This **Policy** excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, an act of terrorism means an act or series of acts, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), or unlawful associations, recognized under Unlawful Activities (Prevention) Amendment Act, 2008 or any other related and applicable national or state legislation formulated to combat unlawful and terrorist activities in the nation for the time being in force, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes.

This exclusion also includes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to the above.

E. GENERAL CONDITIONS APPLICABLE TO ALL THE SECTIONS

1. 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 any liability of the **Company** under this **Policy**. The **Insurers** liability to make payments under this **Policy** will be strictly conditional upon compliance with the terms and conditions of this **Policy**. Failure by the **Insured** to disclose all material circumstances and to ensure that all representations of fact (including the assumptions on which this **Policy** is issued) are correct may invalidate the **Policy** or lead to additional terms or conditions being applied to the **Policy** or to any payment due under the **Policy** being reduced.

2. Duty of Disclosure

This **Policy** shall be null and void and all premiums paid hereon shall be forfeited in the **event(s)** of misrepresentation, misdescription or non-disclosure of any material fact in the Proposal form, personal statement, declaration and connected documents, or any material information having been withheld.

3. Alteration of Risk

All cover under this **Policy** shall cease if any alteration be made whereby the risk of loss or damage is increased until such alteration be agreed to by us in writing.

4. Reasonable Care

The Insured shall:

- a. Take all reasonable steps to safeguard the Event(s) against any Covered Insured Risk(s).
- b. Take all reasonable steps to prevent a claim from arising under this Policy
- c. If a **claim** is made then the Insured must not do or fail to do anything which will increase the amount of the **claim**.
- d. If the **Insured** does or fails to do anything which may adversely affect the right to recover any sum from person for any matter covered by this **Policy** the **Insurer** may deduct from any payment otherwise due to the **Insured** under this **Policy** the amount by which the value of the right is reduced or the **Insurer** may recover that amount from the **Insured** if the **Insurer** has previously made a payment in respect of that matter

5. Non-Disclosure

The existence of this **Policy** or any related information shall not be disclosed to any third party other than bona fide purchasers and tenants, their lenders and respective advisors without the prior written consent of the **Insurer**.

6. Policy Deductible

Subject to the **policy** limits that apply, we will pay only that part of the total of all covered loss that exceeds the **Deductible** amount shown in the **Policy Schedule/Certificate of Insurance**.

7. Contribution

If, at the time of any **claim**, there is, or but for the existence of this **Policy**, would be any other policy of indemnity or insurance in favor of or effected by or on behalf of the **Insured** applicable to such claim, then the **Company** shall not be liable to pay or contribute more than its rateables proportion of any loss or damage.

8. Subrogation

The **Insured** 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 civil or criminal 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 the **Policy** whether such acts and things shall be or become necessary or required before or after the Insured (s) indemnification by the **Company**.

9. Fraud

- a. If any **claim** under this **Policy** shall be in any respect fraudulent or if any fraudulent means or device are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **policy**, all benefits and rights under the **Policy** shall be forfeited and all premiums paid hereon shall be forfeited.
- b. We shall not be liable to make any payment under this **Policy** in respect of any **claim** if such **claim** shall be in any manner fraudulent or supported by any statement or device whether by **You** or by any person

on **Your** behalf and/ or if the insurance has been continued in consequence of any material misstatement or the non-disclosure of any material information by or on behalf of the **Insured**.

10. Cancellation

The Insured may cancel this Policy by giving a written notice to Insurer. The Company will refund premium as per below mentioned provisions:

- a. If Policy is cancelled prior to commencement of risk, the Company will refund 85% of Premium to the Insured, subject to minimum retention of INR 1,000 plus taxes.
- b. If the Policy is cancelled after the commencement of risk, there will be no refund of premium, unless otherwise mentioned in **Policy Schedule/Certificate of Insurance**.

This Policy shall be non-cancellable by the Insurers except in the event of misrepresentation, fraud, nondisclosure of material facts and non-co-operation by the Insured where the Insurers may cancel the Policy at their discretion and there will be no refund of premium.

11. Claims Procedure:

(Applicable for all sections)

Upon the happening of any event(s) giving rise or likely to give rise to a claim under this policy, You shall:

- a) Immediately and in any event within 14 days, from the date of incident giving rise to a claim under this Policy, give written notice to Us to the address shown in the **Policy Schedule/Certificate of Insurance**;
- b) Confirm the facts in writing as soon as possible, with all information that is available.
- c) No admission of liability without the prior written consent of the Company.
- d) Take all steps within **Your** power to minimize the extent of loss or damage;
- e) In case any malicious damage, kidnapping lodge complaint with the Police Authorities within 24 hours of the incident and obtain First Information Report (FIR).
- f) Forward Us every letter, writ, summons in relation to Your claim as soon as You receive it.
- g) Provide **Us** with detailed statement in writing regarding loss or damage and any such information and documentation.
- h) Do not incur any expenditure for which a claim may be made against **Us** without **Our** prior approval.
- i) Preserve the parts affected/damaged and make them available for inspection by **Our** representative or surveyor; (applicable to section 2 Loss or Damage to Property Insured)
- j) We will have the right, but in no case the obligation, to take over and conduct in Your name the defence of any claim and will have full discretion in the conduct of any proceedings and in the settlement of any claim and having taken over the defence of any claim may relinquish the same. All amounts expended by Us in the defence settlement or payment of any claim will reduce the limits of indemnity specified in the Policy Schedule/Certificate of Insurance. (applicable to section 3 – Public Liability)
- k) In the event We, in Our sole discretion, choose to exercise Our right pursuant to this condition, no action taken by Us in the exercise of such right will serve to modify or expand in any manner, Our liability or obligations under this policy beyond what the Our liability or obligations would have been had we not exercised Our rights under this condition. (applicable to section 3 Public Liability)
- I) We may at any time pay to You in connection with any claim or series of claims under this policy to which an Indemnity limit applies, the amount of such limit (after deduction of any sums already paid) or any lesser amount for which such claims can be settled and upon such payment being made which will be complete and final discharge of Company's liability to make payment and there will be no further liability in connection with such claims. (applicable to section 3 Public Liability).
- m) In case of Your Death, We shall pay the claim amount to Your Nominee as named in Your Policy Schedule/Certificate of Insurance or Your Legal representative holding a valid succession certificate. (Applicable to Section 4 – Personal Accident)

12. Claims Settlement:

- a The **Company** shall settle or reject a **claim**, as the case may be, within 30 days from the date of receipt of last necessary document and/or information.
- b However, where the circumstances of a **claim** warrant an investigation in the opinion of the **company**, it shall initiate and complete such investigation at the earliest, in any case not later than 30 days from the date of receipt of last necessary document and/or information. In such cases, the **company** shall

settle or reject the claim within 45 days from the date of receipt of last necessary document and/or information.

- c In case of delay beyond stipulated 30 days / 45 days (as applicable), the **company** shall be liable to pay interest to the policyholder at a rate 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim. "Bank rate" shall mean the rate fixed by the Reserve Bank of India (RBI) at the beginning of the financial year in which **claim** has fallen due. However, this condition will not be applicable for Section 3 Public Liability.
- <u>Note:</u> There are times when **You** or any other person who could **claim** on **Your** behalf, may be in such a state of hardship, that **You** or Such other person is unable to give us a notice or file a **claim** within the prescribed time limit. In such cases, condonation of delay can be considered by waiver of above conditions may be considered where the reason for delay is justified and proved to our satisfaction.

List of Claim Documents:

In addition to the Duly Completed Claim Form signed by the Insured/Insured's Nominee/Legal Heir & NEFT Details or Cancelled Cheque of the Insured/Insured's Nominee/Legal Heir, ID proof (KYC document) of insured and Nominee, address proof wherever applicable, We need to have the below documents, wherever applicable:

Section	Documents
Common Document relevant for all the sections	 Duly completed claim form Photo Identity Proof Event Details Event Cancellation Reason and relevant proof Event Related documentary evidence Relevant proof along with reason of loss or damage to the property Copy of FIR/ Panchnama /Police Inquest Report (wherever these reports are required as per the circumstance of the Accident) duly attested by the concerned Police Station. Any other relevant document required by the Company for assessment of the claim on case-to-case basis.
Section 3- Public Liability	Letter, writ, summons in relation to Public Liability Claim
Section 4- A. Accidental Death	 Original treating Medical Practitioner's certificate describing the disablement Original Discharge summary from the Hospital Disability certificate issued by treating Medical Practitioner Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable. Any other relevant document required by the Company for assessment of the claim on case-to-case basis.
Section 4- B. Permanent Total Disablement Section 4- C. Permanent Partial Disablement	 Original treating Medical Practitioner's certificate confirming the disability Original Discharge summary from the Hospital Any other medical, investigation reports, inpatient or consultation treatment papers, as applicable Leave/Absence Certificate from Employer (If Employed) Medical Practitioner's certificate confirming the Injury and advising rest/ unfit to work for specified number of days Fitness Certificate issued by the treating doctor. Any other relevant document required by the Company for assessment of the claim on case-to-case basis.

	Discharge Summary from The Hospital
	Medical & Investigation reports
	 Prescriptions and consultation papers of the treatment
Section 4- D. Accidental	Original Hospital Main Bill
Hospitalization Cover	Original Hospital Bill Break up of various expenses
	• Any other medical, investigation reports, as applicable.
	Any other relevant document required by the Company for
	assessment of the claim on case-to-case basis.
	Loss, theft or accidental damage to his/her luggage
	 Proof of Purchase of the lost items
	Loss of Passport / Documents
	 Receipts for fee payable to the concerned authorities
	incurred to obtain duplicate or new passport/ document
	 Missed Connecting Flight during transit Coverage Written confirmation from the carrier of the number of
	hours of delay, and any compensation received towards
	the delay.
	 Details of alternate travel arrangements offered by the partial bauquer net accented
	carrier, however not accepted
	Trip Cancellation
	 If the reason for cancellation/ abandonment is medical,
	Insured Person will need to produce a medical certificate
	from the medical practitioner attending the patient. This
	must confirm the reason and need of
	cancellation/abandonment. Hospitalization records (a
	discharge summary).
	• Death certificate (where applicable).
	• Copy of booking as well as cancellation confirmation.
Section 6 - Travel Protection	Delay in Flight
	 Security-stamped boarding pass for the flight which got
	delayed.
	• Written confirmation from the carrier of the number of
	hours of delay and reason for delay in flight
	Emergency Medical Treatment and Evacuation & Emergency
	Accidental Treatment and Evacuation
	 All medical reports and records given by the treating
	facility.
	 Receipts for any expenses incurred that are covered
	Plane Hijack Cover
	 Boarding pass confirming that the Insured Person was
	travelling in the Plane hijacked
	 Any newspaper/ document confirming that the plane
	was hijacked
	Home protection while Insured Person is away
	 Invoice of Items damages
	Documents confirming that the tickets were booked from
	the Insured Person's Card/ bank account/ wallet
	Any other relevant document required by the Company
	assessment of the claim on case-to-case basis.

13. Notices

a. Any and all notices and declarations for the attention of the Company shall be submitted in writing

and shall be delivered to the address specified in the **Policy Schedule/Certificate of Insurance** from the date of incident.

b. Any and all notices and declarations for the attention of the **Insured** shall be posted to the Insured's address stated in the **Policy Schedule/Certificate of Insurance**.

14. Governing Law

The construction, interpretation and meaning of the provisions of this **Policy** shall be determined in accordance with Indian law. 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. Subject to Condition 09 (Dispute Resolution) above, for any dispute under this policy the courts of India will have exclusive jurisdiction to hear and determine any such dispute.

15. Renewal Notice

The **Company** shall neither be bound to issue any renewal notice nor to accept renewal premium thereunder. Unless renewed as herein provided, this **Policy** shall terminate at the expiration of the period for which the premium has been paid.

16.Entire Contract

This **Policy** constitutes the complete contract of insurance for the **Insured**. 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**.

17.Territorial Limits

This **Policy** covers **Insured** Risk of concerned **Insured** arising after the **policy** commencement date and during the **Policy Period** within India. The Company's liability to make any payment under admissible **claims** shall be to make payment to the **Insured** within India and in Indian Rupees only.

18. Jurisdiction:

This **policy** shall be governed by the laws of India and is subject to the exclusive jurisdiction of the courts of India.

19.Customer Grievance Redressal Policy:

We are committed to extend the best possible services to its customers. However, if **You** are not satisfied with **Our** services and wish to lodge a complaint, please feel free to call **Our** 24X7 Toll free number 1800-258-5956 or **You** may email to the customer service desk at <u>hello@godigit.com</u>. After investigating the matter internally and subsequent closure, **We** will send **Our** response.

If **You** do not get a satisfactory response from **Us** and **You** wish to pursue other avenues for redressal of grievances, **You** may approach Insurance Ombudsman appointed by IRDAI under the Insurance Ombudsman Scheme.

Address and contact number of Council For Insurance Ombudsman

Office Location	Contact Details	Jurisdiction of Office Union Territory, District)
AHMEDABAD	Office of the Insurance Ombudsman,	Gujarat,
	Jeevan Prakash Building, 6th floor,	Dadra & Nagar Haveli,
	Tilak Marg, Relief Road,	Daman and Diu.
	Ahmedabad – 380 001.	
	Tel.: 079 - 25501201/02/05/06	
	Email: bimalokpal.ahmedabad@cioins.co.in	
BENGALURU	Office of the Insurance Ombudsman,	Karnataka.
	Jeevan Soudha Building, PID No. 57-27-N-19	
	Ground Floor, 19/19, 24th Main Road,	
	JP Nagar, Ist Phase,	
	Bengaluru – 560 078.	
	Tel.: 080 - 26652048 / 26652049	
	Email: bimalokpal.bengaluru@cioins.co.in	
BHOPAL	Office of the Insurance Ombudsman,	Madhya Pradesh
	Janak Vihar Complex, 2nd Floor,	Chhattisgarh
	6, Malviya Nagar, Opp. Airtel Office,	

	Near New Market,	
	Bhopal – 462 003.	
	Tel.: 0755 - 2769201 / 2769202	
	Fax: 0755 - 2769203	
	Email: bimalokpal.bhopal@cioins.co.in	
BHUBANESHWAR	Office of the Insurance Ombudsman,	Orissa.
	62, Forest park,	
	Bhubneshwar – 751 009.	
	Tel.: 0674 - 2596461 /2596455	
	Fax: 0674 - 2596429	
	Email: bimalokpal.bhubaneswar@cioins.co.in	
CHANDIGARH	Office of the Insurance Ombudsman,	Punjab,
	S.C.O. No. 101, 102 & 103, 2nd Floor,	Haryana(excluding Gurugram,
	Batra Building, Sector 17 – D,	Faridabad, Sonepat and
	Chandigarh – 160 017.	Bahadurgarh)
	Tel.: 0172 - 2706196 / 2706468	Himachal Pradesh, Union
	Fax: 0172 - 2708274	Territories of Jammu & Kashmir,
	Email: bimalokpal.chandigarh@cioins.co.in	Ladakh & Chandigarh.
CHENNAI	Office of the Insurance Ombudsman,	Tamil Nadu,
	Fatima Akhtar Court, 4th Floor, 453,	Tamil Nadu
	Anna Salai, Teynampet,	Puducherry Town and
	CHENNAI – 600 018.	Karaikal (which are part of
	Tel.: 044 - 24333668 / 24335284	Puducherry)
	Fax: 044 - 24333664	
	Email: bimalokpal.chennai@cioins.co.in	
DELHI	Office of the Insurance Ombudsman,	Delhi &
	2/2 A, Universal Insurance Building,	Following Districts of Haryana -
	Asaf Ali Road,	Gurugram, Faridabad, Sonepat &
	New Delhi – 110 002.	Bahadurgarh.
	Tel.: 011 - 23232481/23213504	
	Email: bimalokpal.delhi@cioins.co.in	
GUWAHATI	Office of the Insurance Ombudsman,	Assam,
	Jeevan Nivesh, 5th Floor,	Meghalaya,
	Nr. Panbazar over bridge, S.S. Road,	Manipur,
	Guwahati – 781001(ASSAM).	Mizoram,
	Tel.: 0361 - 2632204 / 2602205	Arunachal Pradesh,
	Email: bimalokpal.guwahati@cioins.co.in	Nagaland and Tripura.
HYDERABAD	Office of the Insurance Ombudsman,	Andhra Pradesh,
	6-2-46, 1st floor, "Moin Court",	Telangana,
	Lane Opp. Saleem Function Palace,	Yanam and
	A. C. Guards, Lakdi-Ka-Pool,	part of Union Territory of
	Hyderabad - 500 004.	Puducherry.
	Tel.: 040 - 23312122	
	Fax: 040 - 23376599	
	Email: bimalokpal.hyderabad@cioins.co.in	
JAIPUR	Office of the Insurance Ombudsman,	Rajasthan.
	Jeevan Nidhi – II Bldg., Gr. Floor,	
	Bhawani Singh Marg,	
	Jaipur - 302 005.	
	Tel.: 0141 - 2740363	
	Email: bimalokpal.jaipur@cioins.co.in	
ERNAKULAM	Office of the Insurance Ombudsman,	Kerala,

	2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@cioins.co.in	Lakshadweep, Mahe-a part of Union Territory Puducherry.
KOLKATA	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072. Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 Email: bimalokpal.kolkata@cioins.co.in	West Bengal, Sikkim, Andaman & Nicobar Islands.
LUCKNOW	Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001. Tel.: 0522 - 2231330 / 2231331 Fax: 0522 - 2231310 Email: bimalokpal.lucknow@cioins.co.in	Districts of Uttar Pradesh : Lalitpur, Jhansi, Mahoba, Hamirpur, Banda, Chitrakoot, Allahabad, Mirzapur, Sonbhabdra, Fatehpur, Pratapgarh, Jaunpur, Varanasi, Gazipur, Jalaun, Kanpur, Lucknow, Unnao, Sitapur, Lakhimpur, Bahraich, Barabanki, Raebareli, Sravasti, Gonda, Faizabad, Amethi, Kaushambi, Balrampur, Basti, Ambedkarnagar, Sultanpur, Maharajgang, Santkabirnagar, Azamgarh, Kushinagar, Gorkhpur, Deoria, Mau, Ghazipur, Chandauli, Ballia, Sidharathnagar.
MUMBAI	Office of the Insurance Ombudsman, 3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054. Tel.: 022 - 26106552 / 26106960 Fax: 022 - 26106052 Email: bimalokpal.mumbai@cioins.co.in	Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane.
NOIDA	Office of the Insurance Ombudsman, Bhagwan Sahai Palace 4th Floor, Main Road, Naya Bans, Sector 15, Distt: Gautam Buddh Nagar, U.P-201301. Tel.: 0120-2514252 / 2514253 Email: bimalokpal.noida@cioins.co.in	State of Uttaranchal and the following Districts of Uttar Pradesh: Agra, Aligarh, Bagpat, Bareilly, Bijnor, Budaun, Bulandshehar, Etah, Kanooj, Mainpuri, Mathura, Meerut, Moradabad, Muzaffarnagar, Oraiyya, Pilibhit, Etawah, Farrukhabad, Firozbad, Gautambodhanagar, Ghaziabad, Hardoi, Shahjahanpur, Hapur, Shamli, Rampur, Kashganj, Sambhal, Amroha, Hathras, Kanshiramnagar, Saharanpur.
PATNA	Office of the Insurance Ombudsman, 1st Floor,Kalpana Arcade Building,, Bazar Samiti Road, Bahadurpur, Patna 800 006.	Bihar, Jharkhand.

	Tel.: 0612-2680952 Email: bimalokpal.patna@cioins.co.in	
PUNE	Office of the Insurance Ombudsman, Jeevan Darshan Bldg., 3rd Floor,	Maharashtra, Area of Navi Mumbai and Thane
	C.T.S. No.s. 195 to 198, N.C. Kelkar Road, Narayan Peth,	excluding Mumbai Metropolitan Region.
	Pune – 411 030. Tel.: 020-41312555	
	Email: bimalokpal.pune@cioins.co.in	

Note: COUNCIL FOR INSURANCE OMBUDSMAN ,3rd Floor, Jeevan Seva Annexe, S. V. Road, Santacruz (W), Mumbai - 400 054.Tel.: 022 – 69038801/03/04/05/06/07/08/09 Email: <u>inscoun@cioins.co.in</u>

ANNEXURE LIST OF DAY CARE PROCEDURES

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Sr. No	Day Care Procedures for Accidental Injuries
	Surgery for ligament tear
	Surgery for meniscus tear
	Surgery for Hemarthrosis/Pyoarthrosis
	Removal of fracture pins/ nails
	Removal of metal wire
	Foreign body removal from nose
	Suturing - CLW -under LA or GA
	Surgical debridement of wound
	Closed reduction on fracture, luxation
10.	Reduction of dislocation under GA
11.	Tennis elbow release
12.	Arthroscopic knee aspiration
13.	Aspiration of Hematoma
14.	Incision and Drainage
15.	Foreign body removal from cornea
16.	Foreign body removal from posterior chamber of eye
17.	Foreign body removal from lens of the eye
18.	Foreign body removal from orbit and eye ball
19.	Reduction of nasal fracture
20.	Foreign body removal from conjunctiva

<u>Annexure-A</u> List I – Optional Items

SI No	Item
NU	BABY FOOD (Not Payable)
	BABY UTILITIES CHARGES (Not Payable)
	BEAUTY SERVICES (Not Payable)
	BELTS/BRACES (Not Payable)
	BUDS (Not Payable)
	COLD PACK/HOT PACK (Not Payable)
	CARRY BAGS (Not Payable)
	EMAIL/ INTERNET CHARGES (Not Payable)
	FOOD CHARGES (OTHER THAN PATIENT'S DIET PROVIDED BY HOSPITAL) (Not Payable)
10.	LEGGINGS (Not Payable)
11.	LAUNDRY CHARGES (Not Payable)
12.	MINERAL WATER (Not Payable)
13.	SANITARY PAD (Not Payable)
14.	TELEPHONE CHARGES (Not Payable)
15.	GUEST SERVICES (Not Payable)
16.	CREPE BANDAGE (Not Payable)
17.	DIAPER OF ANY TYPE (Not Payable)
18.	EYELET COLLAR (Not Payable)
19.	SLINGS (Not Payable)
20.	BLOOD GROUPING AND CROSS MATCHING OF DONORS SAMPLES (Part Of
	Cost Of Blood, Not Payable)

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21.	SERVICE CHARGES WHERE NURSING CHARGE ALSO CHARGED
22.	Television Charges (Payable Under Room Charges Not if separately levied)
23.	SURCHARGES (Part of Room Charge Not Payable Separately)
24.	ATTENDANT CHARGES (Part of Room Charge Not Payable Separately)
25.	EXTRA DIET OF PATIENT (OTHER THAN THAT WHICH FORMS PART OF BED CHARGE) (Patient Diet
25.	provided by hospital is Payable)
26.	BIRTH CERTIFICATE (Not Payable)
20.	CERTIFICATE CHARGES (Not Payable)
27.	
	COURIER CHARGES (Not Payable)
29.	CONVEYANCE CHARGES (Not Payable)
30.	MEDICAL CERTIFICATE (Not Payable)
31.	MEDICAL RECORDS (Not Payable)
32.	PHOTOCOPIES CHARGES (Not Payable)
33.	MORTUARY CHARGES (Not Payable)
34.	WALKING AIDS CHARGES (Not Payable)
35.	OXYGEN CYLINDER (FOR USAGE OUTSIDE THE HOSPITAL) (Not Payable)
36.	SPACER (Not Payable)
37.	SPIROMETRE (Device Not Payable)
38.	NEBULIZER KIT (Not Payable)
39.	STEAM INHALER (Not Payable)
40.	ARMSLING (Not Payable)
41.	THERMOMETER (Not Payable)
42.	CERVICAL COLLAR (Not Payable)
43.	SPLINT (Not Payable)
44.	DIABETIC FOOTWEAR (Not Payable)
45.	KNEE BRACES (LONG/ SHORT/ HINGED) (Not Payable)
46.	KNEE IMMOBILIZER/SHOULDER IMMOBILIZER (Not Payable)
47.	LUMBO SACRAL BELT (Not Payable)
48.	NIMBUS BED OR WATER OR AIR BED CHARGES (Payable for any ICU patient requiring more than 3 de
	ICU, all patients with paraplegia / quadriplegia for any reason and at reasonable cost of approximate
	200 / day
49.	AMBULANCE COLLAR (Not Payable)
50.	AMBULANCE EQUIPMENT (Not Payable)
51.	ABDOMINAL BINDER (Not Payable)
52.	PRIVATE NURSES CHARGES- SPECIAL NURSING CHARGES (Post hospitalization nursing charges no
-	Payable)
53.	SUGAR FREE Tablets (Payable. Sugar free variants of admissible medicines are Not excluded)
54.	CREAMS POWDERS LOTIONS (Toiletries are not payable, only prescribed medical pharmaceuticals
	payable)
55.	ECG ELECTRODES (Upto 5 electrodes are required for every case visiting OT or ICU. For longer sto
55.	ICU, may require a change and at least one set every second day must be Payable)
56.	GLOVES (Sterilized Gloves Payable / Unsterilized Gloves not payable)
57.	NEBULISATION KIT (Payable Reasonably only if used during Hospitalization)
57.	ANY KIT WITH NO DETAILS MENTIONED [DELIVERY KIT, ORTHOKIT, RECOVERY KIT, etc.]
50.	
59.	KIDNEY TRAY (Not Payable)
60.	MASK (Not Payable)
61.	OUNCE GLASS (Not Payable)
62.	OXYGEN MASK (Not Payable)
6.2	PELVIC TRACTION BELT (Not Payable)
63.	
63. 64.	PAN CAN (NOT PAYADIE)
64.	PAN CAN (Not Payable) TROLLY COVER (Not Payable)
64. 65.	TROLLY COVER (Not Payable)
64.	

68. VASOFIX SAFETY (Not Payable)

SI	Item
No	
1.	BABY CHARGES (UNLESS SPECIFIED/INDICATED) (Not Payable)
2.	HAND WASH (Not Payable)
3.	SHOE COVER (Not Payable)
4.	CAPS (Not Payable)
5.	CRADLE CHARGES (Not Payable)
6.	COMB (Not Payable)
7.	EAU-DE-COLOGNE/ ROOM FRESHNERS (Not Payable)
8.	FOOT COVER (Not Payable)
9.	GOWN (Not Payable)
10.	SLIPPERS (Not Payable)
11.	TISSUE PAPER (Not Payable)
12.	TOOTHPASTE (Not Payable)
13.	TOOTHBRUSH (Not Payable)
14.	BED PAN (Not Payable)
15.	FACE MASK (Not Payable)
16.	FLEXI MASK (Not Payable)
17.	HAND HOLDER (Not Payable)
18.	SPUTUM CUP (Payable Under Investigation Charges, Not as Consumable)
19.	DISINFECTANT LOTIONS (Not Payable-Part of Dressing Charges)
20.	LUXURY TAX (Only Actual Tax Levied by Government is Payable - Part of Room Charge for Sub Limits)
21.	HVAC (Part of Room Charge Not Payable Separately)
22.	HOUSE KEEPING CHARGES (Part of Room Charge Not Payable Separately)
23.	AIR CONDITIONER CHARGES (Payable Under Room Charges Not if separately levied)
24.	IM IV INJECTION CHARGES (Part of Nursing Charges, Not Payable)
25.	CLEAN SHEET (Part of Laundry/housekeeping Not Payable Separately)
26.	BLANKET/WARMER BLANKET (Not Payable- Part of Room Charges)
27.	ADMISSION KIT (Not Payable)
28.	DIABETIC CHART CHARGES (Not Payable)
29.	DOCUMENTATION CHARGES/ ADMINISTRATIVE EXPENSES (Not Payable)
30.	DISCHARGE PROCEDURE CHARGES (Not Payable)
31.	DAILY CHART CHARGES (Not Payable)
32.	ENTRANCE PASS/ VISITORS PASS CHARGES (Not Payable)
33.	EXPENSES RELATED TO PRESCRIPTION ON DISCHARGE (To be Claimed by Patient under Post -
	Hospitalization where admissible)
34.	FILE OPENING CHARGES (Not Payable)
35.	INCIDENTAL EXPENSES/ MISC. CHARGES (NOT EXPLAINED) (Not Payable)
36.	PATIENT IDENTIFICATION BAND/ NAME TAG (Not Payable)
37.	PULSEOXYMETER CHARGES (Not Payable)
38.	Nursing, DMO/ RMO charges included in room rent under associated medical expenses (Not Payable)

List II - Items that are to be subsumed into Room Charges

List III - Items that are to be subsumed into Procedure Charges

SI	Item
No.	
1.	HAIR REMOVAL CREAM (Not Payable)
2.	DISPOSABLES RAZORS CHARGES (for site preparations) (Payable for site preparations)
3.	EYE PAD (Not Payable)
4.	EYE SHIELD (Not Payable)
5.	CAMERA COVER (Not Payable)

6.	DVD, CD CHARGES (Payable only if CD is specifically sought by Insurer/TPA)
7.	GAUSE SOFT (Not Payable)
8.	GAUZE (Not Payable)
9.	WARD AND THEATRE BOOKING CHARGE (Payable Under OT Charges, Not Payable Separately)
10.	ARTHROSCOPY AND ENDOSCOPY INSTRUMENTS (Rental Charged By The Hospital Payable.
	Purchase of Instruments Not Payable.)
11.	MICROSCOPE COVER (Payable Under OT Charges, Not Payable Separately)
12.	SURGICAL BLADES, HARMONICSCALPEL, SHAVER (Payable Under OT Charges, Not Payable
	Separately)
13.	SURGICAL DRILL (Payable Under OT Charges, Not Payable Separately)
14.	EYE KIT (Payable Under OT Charges, Not Payable Separately)
15.	EYE DRAPE (Payable Under OT Charges, Not Payable Separately)
16.	X-RAY FILM (Payable Under Radiology Charges, Not as Consumable)
17.	BOYLES APPARATUS CHARGES (Part Of OT Charges, Not Separately)
18.	COTTON (Not Payable-Part of Dressing Charges)
19.	COTTON BANDAGE (Not Payable-Part of Dressing Charges)
20.	SURGICAL TAPE (Not Payable-payable by the Patient when Prescribed, otherwise included as
	Dressing Charges)
21.	APRON (Not Payable -Part of Hospital Services/Disposable Linen to be Part of OT/ICU Charges)
22.	TORNIQUET Not payable (service is charged by hospital, consumables cannot be separately
	charged.
23.	ORTHOBUNDLE, GYNAEC BUNDLE (Part of Dressing Charges)

List IV - Items that are to be subsumed into costs of treatment

SI	Item
No.	
1.	ADMISSION/REGISTRATION CHARGES (Not Payable)
2.	HOSPITALISATION FOR EVALUATION/ DIAGNOSTIC PURPOSE Unless A Claim Is Accepted Under
	Section1 - Hospitalization Cover
3.	URINE CONTAINER (Not Payable)
4.	BLOOD RESERVATION CHARGES AND ANTE NATAL BOOKING CHARGES (Not Payable)
5.	BIPAP MACHINE (Not Payable)
6.	CPAP/ CAPD EQUIPMENTS (Device Not Payable)
7.	INFUSION PUMP- COST (Device Not Payable)
8.	HYDROGEN PEROXIDE\SPIRIT\ DISINFECTANTS ETC (May be Payable when prescribed for patie
	not Payable for hospital use in OT or ward or for dressings in hospital)
9.	NUTRITION PLANNING CHARGES - DIETICIAN CHARGES- DIET CHARGES (Patient diet provided b
	hospital is payable)
10.	HIV KIT (Payable Only as Pre-Operative Screening)
11.	ANTISEPTIC MOUTHWASH (Payable when prescribed)
12.	LOZENGES (Payable when prescribed)
13.	MOUTH PAINT (Payable when prescribed)
14.	VACCINATION CHARGES (Not Payable)
15.	ALCOHOL SWABES (Not Payable. Part of hospital's own internal cost)
16.	SCRUB SOLUTIONISTERILLIUM (Not Payable. Part of hospital's own internal cost)
17.	Glucometer& Strips (Not Payable pre hospitalization or post hospitalization / Reports and Charts
	required/ Device not payable)
18.	URINE BAG (Payable where medically necessary till a reasonable cost - maximum 1 per 24 hrs)

Sr. No	List of Expenses Generally Excluded ("Non-medical")
1.	BRUSH
2.	COSY TOWEL
3.	MOISTURISER PASTE BRUSH
4.	POWDER

<u>List V – Additional Non Payable Items</u>

5.	BARBER CHARGES
6.	OIL CHARGES
7.	BED UNDER PAD CHARGES
8.	COST OF SPECTACLES/ CONTACT LENSES/ HEARING AIDS, ETC.,
9.	DENTAL TREATMENT EXPENSES THAT DO NOT REQUIRE HOSPITALISATION
10.	HOME VISIT CHARGES
11.	DONOR SCREENING CHARGES
12.	BAND AIDS, BANDAGES, STERILE INJECTIONS, NEEDLES, SYRINGES
13.	BLADE
14.	MAINTENANCE CHARGES
15.	PREPARATION CHARGES
16.	WASHING CHARGES
17.	MEDICINE BOX
18.	COMMODE
19.	DIGESTION GELS
20.	NOVARAPID
21.	VOLINI GEL/ ANALGESIC GEL
22.	ZYTEE GEL
23.	AHD (ANCILLARY AND HOSPITAL DISINFECTION (EG., BIOMEDICAL WASTE DISPOSAL/MANAGEMENT,
	SANITATION, SANITIZATION/FUMIGATION CHARGES ETC.)
24.	VISCO BELT CHARGES
25.	EXAMINATION GLOVES
26.	OUTSTATION CONSULTANT'S/ SURGEON'S FEES
27.	PAPER GLOVES
28.	REFERRAL DOCTOR'S FEES
29.	SOFNET
30.	SOFTOVAC
31.	STOCKINGS