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THE ORIENTAL INSURANCE COMPANY LIMITED

Regd. Office: Oriental House, A-25/27, Asaf Ali Road, New Delhi-110002 CIN No.U66010DL1947GOI007158

BHARAT DARSHAN – TRAVEL INSURANCE POLICY

1. The basis of this contract is the proposal form and declaration submitted by the insured named in the Schedule, and which is deemed to be incorporated herein; and through which the insured has applied to THE ORIENTAL INSURANCE COMPANY LIMITED (hereinafter called the Company) for the insurance hereinafter set forth in respect of person(s) named in the Schedule hereto (hereinafter called the INSURED PERSON (S)) and has paid premium to the Company as consideration for such insurance.

2. <u>Coverage under the Policy: The Policy offers two Plans, as below:</u>

- A. Specific Journey Plan: This Plan provides you insurance cover for the travel period only.
- B. Holiday Plan: This Plan provides you insurance cover for the entire duration of the Trip / Tour
- i. **Holiday Plan:** Coverage under Policy starts from the time the Insured Person(s) leaves the declared place of residence (as mentioned in the Schedule) /any other place eg.his office, for the airport/station in order to board a flight/train/bus,water transportation etc. bound to the destination within India; continues through his Trip and terminates on his return to his residence (as mentioned in the Schedule) /any other place eg.his office, or the expiry date of the Policy, whichever happens earlier.
- ii. In case of Holiday Plan, if the Insured Person(s) is travelling outside India within the Policy period, coverage under this Policy will cease to operate the moment the Insured Person(s) embarks for the Airport to board the outbound flight and shall remain suspended till his return to India, subject to above.
- iii. If Holiday Plan by Air Plan is taken, then the PA CSI as applicable to Air travel, shall apply irrespective of the mode of travel involved at any time.
- iv. In case of Specific Journey Plan, coverage under the Policy starts from the time the Insured Person(s) leaves the declared place of residence /any other place in India (as mentioned in the Schedule), for the airport/station bound to the destination within India and terminates on deboarding the Plane / train / bus, water transportation etc. (i.e the transportation mode for which the Insured Person(s) has the pre-booked ticket) at the destination station. In case of travelling to the place of residence, coverage under the Policy starts from the time the Insured Person(s) leaves for the airport from the hotel / place where he had put up during his stay, and terminates upon de-boarding the Plane / train / bus, water transportation etc. (i.e the transportation mode for which the Insured Person(s) has the pre-booked ticket), at the station of residence. Similarly, In case of "Holiday Plan", even if one way journey, or one journey in case of a multiple modes being used, is by Flight, the PA CSI would be RS.25lakhs for the entire Trip and irrespective of the mode of travel in which accident happens.
- v. Specific Journey Plan goes with the travel ticket. So, one Policy is applicable only on one single travel ticket.

vi. In case of "Holiday Plan", even if one way journey, or one journey in case of a multiple modes being used, is by Flight, the PA CSI would be RS.25lakhs for the entire Trip and irrespective of the mode of travel in which accident happens.

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Section 1: Personal Accident

The Policy indemnifies in respect of Bodily Injury sustained by the Insured Person(s) arising out of an accident resulting in death or disablement as described below, if such death / disability happens within 12 calendar months of the occurrence of the accident. Compensation shall be as per the percentage of Sum Insured expressed on the Schedule.

Schedule of Compensation

	Nature of Disablement	Capital Sum Insured as compensation
A	DEATH & PERMANENT TOTAL DISABILITY: If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of	
	 a. Death b. Total and irrecoverable loss of i. Sight of both eyes ii. Actual loss by physical separation of 	100
	 Two entire hands or two entire feet or One entire hand and one entire foot Such loss of sight of one eye and such loss of one entire hand or one entire foot 	100
	iii. Use of two hands or two feet, or of one hand and one foot, or of such loss of sight of one eye and such loss of use of one hand or one foot.	
	c. If such injury shall, as a direct consequence thereof, permanently, totally and absolutely, disable the Insured Person from engaging in any employment or occupation of any description whatsoever	100
В	PERMANENT PARTIAL DISABILITY: If such injury shall within Twelve calendar months of its occurrence be the sole and direct cause of Loss by physical separation of one entire hand or one entire foot or irrecoverable loss of sight of one eye OR	50
	Total and irrecoverable loss of use of hand or a foot without physical separation	
C	Survival Benefit in case of Permanent Total Disability – Additional amount payable on survival of 90days or more from the date of accident	100

Exclusions: The Company shall not be liable under this Policy for

- i. Any payment, in case of more than one claim under the section, during any one Policy Period, by which the maximum liability of the Company would exceed the CSI, except in case where Survival Benefit also becomes payable.
- ii. Payment of compensation in respect of Death or disablement
- a. Arising from Intentional self-injury, suicide or attempted suicide
- b. Occurred whilst under the influence of intoxicating liquor or drugs, where such intoxication directly contributes to the insured person's accident.
- c. Directly caused by, contributed to, aggravated or prolonged by childbirth or from pregnancy or in consequence thereof.
- d. Occurred or arising from while Engaging as a professional in aviation or ballooning, speed contests or racing on any kind (other than on foot), bungee jumping, parasailing, parachuting, ski-diving, BASE jumping, paragliding, hang gliding, mountain or rock climbing necessitating the use of guides or ropes, solo climbing, ice climbing, ice canoeing, scuba diving, Caving, cave diving, potholing, abseiling, snowboarding, wave-ski surfing, deep sea diving using hard helmet and breathing apparatus, polo, snow and ice sports and similar other hazardous activities. However, engagement as an amateur in the foregoing or any other adventurous sport, is covered under the Policy.
- iii. Any activity involving military, air force or naval operations, or whilst mounting into, dismounting from or travelling in any aircraft other than as a passenger (fare paying or otherwise), in any duly licensed standard type of aircraft
- iv. If such injury or disablement existed prior to the policy commencement

Section 2: Hospitalization arising out of an accident

- The policy covers reasonable and customary charges in respect of Hospitalization (including Day Care treatment, or a treatment taken in a Day Care Centre) for medically necessary treatment only for injury sustained by the Insured Person(s) (including accidental dental injury) during the policy period due to an accident as defined in the Policy, upto the limit of Sum Insured, as stated in the Schedule, with no sub-limits of room rent, etc. Only Allopathic treatment is covered under the Policy.
 - In respect of and within the Sum Insured limits of hospitalisation, the Policy also covers Post hospitalisation expenses for maximum upto 30days.

<u>Section 3: Treatment taken in OPD (Out Patient Department) – necessitated due to accident or following</u> <u>named sickness excluding Dental treatment unless arising out of accident</u>

The Policy shall indemnify the Insured Person(s) for expenses reasonably incurred for medical treatment taken as an out-patient, on account of an illness specified hereunder or an injury sustained by the Insured Person due to an accident, whilst on trip during the Policy period, upto the limit of Sum Insured, as stated in the Schedule, provided that no hospitalization is involved in the case.

The Deductible of Rs.500.shall apply separately to each insured event and shall be borne by the Insured Person. No claim will be paid that is less than the Deductible.

Specified Illnesses

- i. Altitude Sickness
- ii. Motion Sickness
- iii. Food poisoning
- iv. Cholera
- v. Diarrhea
- vi. Bug-bite
- vii. Animal Bite

Exclusions to Sections 2 and 3

- The Company shall not be liable to make any payment under this policy in respect of any expense whatsoever incurred by any Insured Person in connection with or in respect of:
 - i. Hospitalisation due to an illness / disease and pre-hospitalisation expenses
 - ii. Any treatment which was not medically necessary
 - iii. Any Plastic or cosmetic surgery, dental treatment or surgery of any kind other than as may be necessitated due to an accident
 - iv. Stem cell implantation / surgery
 - v. All non-medical expenses (the list is given at the end of the Policy), Personal comfort and convenience items or services, wi-fi/internet charges telephone, television, Ayah / barber or beauty services, diet charges, baby food, cosmetics, napkins, toiletry items, guest services, Private nursing charges, Referral fee to family doctors.
- vi. Unproven and /or experimental procedure or treatment, acupressure, acupuncture, magnetic therapies.
- vii. Any health check-up or examination or measures primarily carried out for diagnostic or investigative reasons for any purpose other than treatment related to an accident or the illnesses mentioned under section 3 above.
- viii. Deductible of rupees Five hundred in respect of claim under section-3.

Section 4: Loss of Checked-in Baggage

- The Company shall pay a lump-sum, as stated in the Schedule, in case of loss of his Checked-in Baggage, whilst in the custody of the Airline during the journey period. The coverage shall commence from the time the Checked-in Baggage is entrusted to the Airline and a receipt obtained, and shall cease on delivery of the Checked-in Baggage to the Insured Person.
- If subsequent to the claim payment, the Checked-in Baggage is delivered to the Insured Person, liability of the Company shall be limited to that under section-5 in respect of delay of checked-in-baggage.

Conditions Precedent to liability:

i. In the event of loss of Checked-in Baggage whilst in the custody of an airline, Non-delivery certificate / any other document confirming such loss, must be obtained from the airline immediately upon discovery of the loss; and submitted to the Company.

Exclusions:

The Company shall not be liable in respect of any loss of or in connection with:

- i. Losses arising from delay, detention, confiscation by Airline / customs officials or other public authorities
- ii. Damage to the baggage or the contents thereof
- iii. Loss of contents of the baggage

Section 5: Delay of Checked-in Baggage

- The Company shall pay a lump-sum, as stated in the Schedule, in case the delivery of the Checked-in-Baggage is delayed by 12hours or more from the scheduled time or actual time of arrival of the Aircraft; provided that:
 - i. There is delay in the delivery of the Checked-in-Baggages attached to the ticket / Boarding Pass of the Insured Person
 - ii. Company shall not be liable for delay due to detention / confiscation by the Airline / Customs / Police authorities/ Government Agencies.
- iii. Proof of delay obtained from the Airlines is to be submitted to the Company.

Exclusions:

The Company shall not be liable in respect of:

- iv. Delay in delivery of the Checked-In Baggage arising out of and resulting from delay, detention, confiscation by Airline / customs officials or other public authorities
- i. Delay attributable to damage to Checked-In Baggage or contents thereof warranting an examined delivery by the Airline.

Section 6: Delay of Common Carrier

- The Company shall pay a lump-sum, as stated in the Schedule, if the Insured Person's Common Carrier, for which the tickets have been booked in advance and departure of which is delayed by continuous hours as mentioned below, due to following reasons:
 - i. Delay due to Strike or other on-the-job action by employees of a Scheduled Airlines /Train/Bus, water transportation to be used by the Insured Person
 - ii. Delay of a Scheduled Airlines / Train / Bus, water transportation. due to storm, tempest, flood, inundation, Earthquake, terrorism, other acts of God including Fog.
- iii. Delay caused by Equipment failure of a Scheduled Airlines / Train / Bus, water transportation
- iv. Delay as below
 - i. Flight Delay: 06 hours or more
 - ii. Bus / water transportation Delay: 03 hours or more
 - iii. Train Delay: 08 hours or more

Exclusions:

The Company shall not be liable in respect of any delay.

caused by Strike or Industrial action which was known to exist (that which has been reported in Media- print and electronic and are available in Public domain) at the time of booking the tickets.

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ii. If the Common Carrier is taken out of service on the instructions of the Civil Aviation Authority or similar other authority, to the extent of any compensation received from the concerned Airlines

<u>Section 7: Trip Cancellation, Trip deferment & Trip Curtailment – Reimbursement of pre-booked</u> <u>travel and accommodation expenses</u>

- To the extent of coverage under this section, the Company shall be on risk from the date and time of receipt of premium.
- The Company shall indemnify the Insured person, upto the section Sum Insured stated in the Schedule, in respect of
 - i. non-refundable advance money paid towards hotel booking charges
 - ii. non-refundable/forfeited charges or the difference between the amount (including Tatkal charges, if any) incurred towards booking of new tickets by the same class and mode of Travel and the refunds receivable in lieu of the cancelled tickets, as the case may be,

in case of unavoidable cancellation / deferment / curtailment of the Trip - being necessitated due to

- a. death, or serious injury requiring hospitalisation of the Insured / Insured Person or immediate family member(s), that occurred after the receipt of premium.
- b. strike or industrial action by the employee of the Carrier
- c. sudden or unforeseen breakdown of the Carrier's equipment
- d. Act of God: Storm, Tempest, Flood, inundation and other acts of God, whether actual or a published warning by Government Meteorological department and terrorism; provided that the perils operate at and in the vicinity of the city of residence, or place of origin of Trip, or place of destination or any intermediate place which is part of the itinerary.

For the purpose of this section, immediate family member shall mean following relatives of the Insured:

- a. Spouse
- b. children-natural born, step or legally adopted
- c. siblings, i.e children of parents or of parents-in-law
- d. Parents
- e. parents-in-law

Conditions:

- a. In case of Curtailment of the Trip resulting in cutting short the Trip, the tickets to the place of origin of the Trip by the same class and mode of Travel shall be considered.
- b. With respect to coverage under this section, if tickets are not available for the same class and/or mode of travel for which tickets had been bought, maximum liability of the Company shall be the Schedule fare (including Government Taxes and booking charges) for that particular mode and class of travel plus 25% of the same.

Exclusion:

i. Cancellation caused by Strike or Industrial action or act of God perils which was known to exist at the time of booking the tickets.

Section 8: Hijack Distress Compensation

The Company shall pay a lump-sum, as stated in the Schedule, if the Common Carrier (Flight / Train / Bus, water transportation) in which the Insured Person is travelling as a fare paying passenger within India, gets hijacked.

Exclusion:

i. The Company shall not be liable under the Policy if the Insured Person shall be involved either as the principal or accessory or otherwise in the Hijack.

Section 9: Personal Legal liability

- The Company shall pay upto the section limit specified in the Schedule if the Insured Person in his private capacity becomes legally liable to pay for accidental bodily injury to Third Parties or accidental damages to Third Party properties, arising from an incident during the covered trip. The Company will also pay all costs, fees and expenses incurred with their prior consent in the defence or settlement of any claim made against the Insured Person, provided such claim(s) is a subject of indemnity by the Policy. Further subject to:
 - i. Appointment of Lawyer / Advocate is with the written consent of the Company
 - ii. No claim arising from Employer's or Contractual liability shall be paid.
- iii. No claim arising from liability to any member of the Insured Person's family, travelling companion, friend or colleague, shall be paid.
- iv. No claim shall be paid for any liability arising directly or indirectly from or due to:
 - a. Animals belonging to the Insured Person or in their care, custody or control
 - b. Pursuit of a trade, business or profession, employment or occupation.
 - c. Supply of goods and/or services
 - d. Ownership, possession or use of vehicles, aircraft, watercraft, or use of firearms.
 - e. Engagement or involvement in adventure sport as a Professional.
 - f. Any form of ownership or occupation of land or building (other than occupation only of any temporary stay whilst on the trip)

3. DEFINITIONS:

- i. **Accident**: is a sudden, unforeseen and involuntary event caused by external, visible and violent means.
- ii. **Checked-in-Baggage:** means the baggage handed over by the Insured Person and accepted by Domestic Airlines within India for transportation in the same mode of conveyance as the Insured Person travels and for which the Airlines has issued a baggage receipt.
- iii. **Common Carrier:** means the mode of travel (Airline, Railways, Bus, or water borne vesselincluding inland water ways), operating under license issued by the appropriate Authority for the purpose of transportation of passengers; and for which the Insured / Insured person has a valid travel ticket.
- iv. **Condition Precedent**: means a policy term or condition upon which the Insurer's liability under the policy is conditional.

- v. **Day Care Centre**: means any institution established for day care treatment of illness and /or injuries OR a medical set -up within a hospital and which has been registered with the local authorities, wherever applicable, and is under the supervision of a registered and qualified medical practitioner AND must comply with all minimum criteria as under:
- a. has qualified nursing staff under its employment,
- b. has qualified medical practitioner (s) in charge,
- c. has a fully equipped operation theatre of its own, where surgical procedures are carried out
- d. maintains daily records of patients and will make these accessible to the Insurance company's authorized personnel.
 - vi. **Day Care Treatment**: means medical treatment, and/or surgical procedure which is:
 - a. undertaken under General or Local Anesthesia in a hospital/day care centre in less than 24 hours because of technological advancement, and
 - b. which would have otherwise required a hospitalization of more than 24 hours. Treatments normally taken on an out-patient basis is not included in the scope of this definition.
 - vii. **Deductible:** is a cost sharing requirement under a health insurance policy that provides that the insurer will not be liable for a specified rupee amount in case of indemnity policies, and for a specified number of days/hours in case of hospital cash policies which will apply before any benefits are payable by the insurer. A deductible does not reduce the Sum Insured.
 - viii. **Dental Treatment:** means a treatment related to teeth or structures supporting teeth including examinations, fillings (where appropriate), crowns, extractions and surgery.
 - ix. **Disclosure to Information norm:** 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.
 - x. **Family:** consists of the Insured, and /or any one or more of the family members as mentioned below:
- a. legally wedded spouse.
- b. Children- natural, step-children or legally adopted, above the age of six months, but not exceeding the age of 25yeras
 - xi. **Hospital/Nursing Home:** means any institution established for in- patient care and day care treatment of illness and / or injuries and which has been registered as a hospital with the local authorities under the Clinical Establishments (Registration and Regulation) Act, 2010 or under the enactments specified under the Schedule of Section 56(1) of the said Act OR complies with all minimum criteria as under:
- a. has qualified nursing staff under its employment round the clock;
- b. has at least 10 inpatient beds, in towns having a population of less than 10,00,000 and 15 inpatient beds in all other places;
- 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.

- xii. **Hospitalisation:** means admission in a Hospital for a minimum period of twenty four (24) inpatient care consecutive hours except for specified procedures/treatments, where such admission could be for a period of less than 24 consecutive hours.
- xiii. **Illness:** means a sickness or a disease or pathological condition leading to the impairment of normal physiological function which manifests itself during the policy period and requires medical treatment.
- a. 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 is a disease, illness, or injury that has one or more of the following characteristics:
 - i. it needs ongoing or long-term monitoring through consultations, examinations, check-ups, and /or tests
 - ii. it needs ongoing or long-term control or relief of symptoms
 - iii. it requires rehabilitation or to be specially trained to cope with it
 - iv. it continues indefinitely
 - v. it comes back or is likely to come back.
 - xiv. **Injury:** means accidental physical bodily harm (excluding illness or disease) solely and directly caused by external, violent and visible and evident means which is verified and certified by a Medical Practitioner.
 - xv. **Insured Person**: means Person(s) named as Insured Person(s) on the schedule of the Policy.
 - xvi. **IRDAI**: is Insurance Regulatory and Development Authority of India, and regulates the insurance business in India.
 - xvii. **Medical Advice**: means any consultation or advice from a Medical Practitioner including the issue of any prescription or follow-up prescription.
 - xviii. **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.
 - xix. **Medically Necessary Treatment**: Medically necessary treatment means any treatment, tests, medication, or stay in hospital or part of a stay in hospital which:
 - is required for the medical management of the illness or injury suffered by the insured;
- b. must not exceed the level of care necessary to provide safe, adequate and appropriate medical care in scope, duration, or intensity;
- c. must have been prescribed by a medical practitioner;
- d. must conform to the professional standards widely accepted in international medical practice or by the medical community in India.
 - xx. Medical Practitioner: 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 the scope and jurisdiction of license.

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- xxi. **Notification of Claim**: means the process of intimating a claim to the through any of the recognized modes of communication.
- xxii. **Out-Patient Treatment**: is one in which the Insured visits a clinic/Hospital or associated facility like a consultation room for diagnosis and treatment based on the advice of a Medical Practitioner. The Insured is not admitted as a day care or in-patient.
- xxiii. **Post-Hospitalisation Medical Expenses**: means medical expenses incurred during predefined number of days immediately after the insured person is discharged from the hospital, provided that:
- i. Such Medical Expenses are for the same condition for which the Insured Person's Hospitalisation was required, and
- ii. The In-patient Hospitalization claim for such Hospitalization is admissible by the Insurance Company.
 - xxiv. **Policy Period:** means the period of coverage as mentioned in the schedule
 - xxv. **Reasonable and Customary Charges:** means the charges for services or supplies, which are the standard charges for the specific provider and consistent with the prevailing charges in the geographical area for identical or similar services, taking into account the nature of the illness / injury involved
 - xxvi. **Subrogation**: means the right of the insurer to assume the rights of the insured person to recover expenses paid out under the policy that may be recovered from any other source.
 - xxvii. **Sum Insured**: The maximum cover for a policy year, above the chosen Deductible, as opted by the Insured Person at the time of taking the Policy.
 - xxviii. **Trip:** shall mean and include all domestic journeys within the borders of India and shall mean to commence from the city of Residence / any other place eg.his office (as stated in the Schedule) in India; and return back to that same place.
 - xxix. **Unproven/Experimental Treatment:** Treatment including drug experimental therapy, which is not based on established medical practice in India, is treatment experimental or unproven.

4. GENERAL EXCLUSIONS

The Company shall not be liable in respect of any claim relating to or arising from:

- i. Events occurring before the commencement (except as provided under section 7) of or after the completion of the journey / trip, as covered under the Policy.
- ii. Involvement or participation directly or indirectly in any unlawful/illegal or criminal activity; or arising or resulting from insured committing breach of law with criminal intent
- iii. war and warlike occurrence or invasion, acts of foreign enemies, hostilities, civil war, rebellion, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, active participation in riots, confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any government or local authority;

- iv. damage to any property or any loss or expense whatsoever resulting or arising from or any consequential loss directly or indirectly caused by or contributed to or arising from:
 - Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- v. Any consequential loss

5. GENERAL CONDITIONS

- i. **Entire Contract:** This policy, together with the Schedule and Proposal Form and declaration given by the insured constitute the complete contract.
- ii. **Due Observance and Fulfilment** of the terms, provisions, conditions and endorsements of this policy by the Insured Person in so far as they relate to anything to be done or complied with by the Insured Person shall be condition precedent to any liability of the Company to make any payment under this policy. No waiver of any terms, provisions, conditions and endorsements of this policy shall be valid, unless made in writing and signed by an authorized official of the Company.
- iii. **Material Facts:** The proposer is required to declare all material facts in the Proposal Form / any other document. Any misrepresentation or concealment of material facts shall render the policy void ab initio. A material fact is one which can influence the insurer's judgment to accept or reject the Proposal or the terms of acceptance.
- iv. **Payment of Premium**: The premium under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorized official of the company. Advance premium payment shall be condition precedent to the contract.
- v. **Communication:** Every notice or communication to be given or made under this policy shall be delivered in writing at the address of the policy issuing office as shown in the Schedule.
- vi. **Payment of Premium**: The premium under this policy shall be paid in advance. No receipt for premium shall be valid except on the official form of the Company signed by a duly authorized official of the company. Advance premium payment shall be condition precedent to the contract.

vii. **PREMIUM DISCOUNTS**

a. **Family Discount:** If more than one is member of the family is covered under the policy, following discounts on premium are available. Each of the person remains covered, separately and for the full Sum Insured limits.

Family size	Discount %
2	10
3	15
4 or more	20

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- b **Portal Discount: 5%** discount on premium is available if the Policy is taken On-line using our Portal and where no intermediary is involved. This discount is applicable only when this policy is taken the first time.
 - viii. **Policy Period Re-adjustment**: The policy period can be re-adjusted on a written request from the Insured. However, the request for re-adjustment should be received by the Company before the original date of commencement of the Trip, subject to there being no claim reported thereunder.
 - ix. **Claim Intimation:** Any intimation about a claim under the Policy shall be given in within 48 hours of admission but before discharge (in case of hospitalisation); and in all other cases within 48 hours of the loss/accident.

x. Documents to be submitted in support of claim

The Insured Person may obtain the treatment as per his/her treating doctor's advice and later on submit the full claim papers to the Company within 15 days of discharge from the Hospital / Nursing Home; and in all other cases within 15 days from the date of loss/accident, for consideration of claim by the Company.

Section	Documents required
1-Personal Accident	
a. Death	Death Certificate Report from the concerned Public / Transport Authority / Media Report MLC/FIR/ Post-Mortem Report (where applicable) Treatment papers, where applicable
b. Permanent Disability (Total & Partial)	Investigation Reports like laboratory tests, X-Rays, and reports essential for confirmation of injury Disability certificate from treating Doctor Disability Certificate issued by the Medical Board, duly constituted by the Central and the State Government. In case of students, certificate issued by District Medical Board is also acceptable.
2- Hospitalization (including Post Hospitalisation) arising out of accident	Original bills, all receipts and discharge certificate / card from the Hospital Original Cash-memo from the Hospital (s) / chemist (s) supported by proper prescription Original receipts, and other test reports from radiologist including film etc. supported by the note from attending Medical Practitioner / Surgeon demanding such tests
3- OPD for injury / specified sicknesses	Doctor's / Hospital's receipt Original Prescription and Pharmacy Bills Diagnostic Reports (supported by the note from attending Medical Practitioner / Surgeon demanding such tests) & Original Bills / receipts

4- Loss of Checked-in Baggage	Proof of loss checked-in Baggage, eg. non-delivery certificate obtained from the airline or any other proof issued by the concerned airline	
5- Delay of Checked-in Baggage	Property irregularity certificate obtained from the airline / any other Proof of delay of checked-in Baggage issued by the airline, clearly indicating the actual time of delivery of the baggage or the number of hours by which delivery got delayed.	
6- Delay of Common Carrier	Confirmation from the Common Carrier of the delay as to the expected time of arrival and the actual time of arrival at the port of delay together with the reasons for delay /Media Report	
7-Trip Cancellation / deferment/ curtailment	Documentary proof of such emergency having arisen. Proof can be in the form of proof of hospitalisation /or death, weather Report, Proof from the concerned Transport Authority, as applicable	
8-Hijack Distress Compensation	Certificate obtained from the Common Carrier confirming details of travel by the Insured Person; his presence in the aircraft during hijack period & duration of hijack OR Report on hijack, alongwith any other proof of the Insured person's presence in the aircraft during hijack period	
9-Pesonal legal Liability	Court Award / out of Court settlement with Company's written consent	
Any other relevant document / information that may be required.		
All documents must be duly attested by the Insured person / claimant		

xi. Claim Settlement & Payment:

- a. No Sum payable under the Policy shall carry any Interest.
- b. The Company shall be under no liability to make payment in respect of any claim until such time as the Insured has provided to the Company the documents and/or information as sought by the Company and established the quantum of Claim to the satisfaction of the Company.
- c. Where the Insured is incapacitated or unable to give a valid discharge for the claim, the payment shall be made to the Nominee mentioned in the Schedule. In the absence of the Nominee, the Company shall make the payments to the Legal heir / legal representative of the Insured / Insured Person. Any payment made by the Company in good faith shall operate as a complete and effective discharge of the Company's liability in respect of the claim.
- d. All claims shall be paid in Indian Rupees only.
- xii. **Extension:** The Policy period can be extended except in case of claim under Trip cancellation / deferment /curtailment. Otherwise, status of the claim under the existing policy will not affect the extension. There is no limit to the number of extensions that may be taken.
- xiii. **Fraud:** If any claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or any one acting on the insured's behalf to obtain any benefit, the policy shall stand cancelled forthwith and the premium forfeited.

xiv. Contribution:

XA. In so far as it applies to sections 7 & 9, Contribution, shall apply as below:

If at the time of any loss or damage happening to the subject matter hereby insured there be any other subsisting insurance or insurances, whether effected by the insured or by any other person on his behalf, covering the same property, the Company shall not be liable to pay or contribute more than its rateable proportion of such loss.

XB. In so far as it applies to sections 1,2,3, Contribution, shall apply as below:

- **Multiple Policies:** (a) In case of multiple policies which provide fixed benefits, on the occurrence of the insured event in accordance with the terms and conditions of the policies, each insurer shall make the claim payments independent of payments received under other similar policies.
- (b) If two or more policies are taken by an insured during a period from one or more insurers to indemnify treatment costs, the insured shall have the right to require a settlement of his claim in terms of any of his policies
 - i. In all such cases, the insurer who has issued the chosen policy, 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. The insured having multiple policies has the right to prefer claims from other policy / policies for the amounts disallowed under the earlier chosen policy / policies even if the sum insured is not exhausted
 - iii. If the amount to be claimed exceeds the Sum Insured under a single policy after considering the deductibles or co-pay, the insured shall have the right to choose insurers from whom he wants to claim the balance amount.
 - iv. Where an insured has policies from more than one insurer to cover the same risk on indemnity basis, the insured shall only be indemnified the hospitalisation costs in accordance with the terms and conditions of the chosen policy.
 - xv. **Protection of Policyholders' Interests:** Company shall offer a settlement of claim to the insured / claimant (or convey repudiation, if a claim warrants so) within 30days of receipt of all necessary information / documents. Where the circumstances of a claim warrant an investigation in the opinion of the insurer, it shall initiate and complete such investigation at the earliest, in any case not later than 30days from the date of receipt of last necessary document. In such cases, the claim shall be decided within 45days from the date of receipt of last necessary document. In case of delay beyond stipulated 30/45 days the Company shall be liable to pay interest at a rate which is 2% above the bank rate from the date of receipt of last necessary document to the date of payment of claim.
 - xvi. **Grievance Redressal:** When the Company repudiates a claim if not payable under the policy, the Company shall communicate the reasons for repudiation in writing to the Insured. In case of any grievance related to the policy or a claim thereunder, the Insured shall have the right to appeal / approach the Customer Service Department of the Company at its policy issuing office, concerned Divisional Office, concerned Regional Office or of the Head Office, situated at A-25/27, Asaf Ali Road, New Delhi-110002. E-mail id is *csd@orientalinsurance.co.in*. Exclusive e-mail id for grievance redressal of senior citizens is *oiclhealthservice@orientalinsurance.co.in*.

If the insured is not satisfied with the reply of the Customer Service department under above, he may register complaint with IRDAI at *www.igms.irda.gov.in*, or at 1800 4254 732; or approach

Insurance Ombudsman, established by the Central Government for redressal of grievance. The Insurance Ombudsman is empowered to adjudicate on personal line insurance claims upto Rs.30 lakhs. Region-wise list of Ombudsman offices is given at the end of this document.

- xvii. **Arbitration:** If any dispute or difference shall arise as to the quantum to be paid under the policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of a sole arbitrator to be appointed in writing by the parties; or if they cannot agree upon a single arbitrator within 30 days of any party invoking arbitration, the same shall be referred to a panel of three arbitrators, comprising of two arbitrators, one to be appointed by each of the parties to the dispute/difference and the third arbitrator to be appointed by such two arbitrators and arbitration shall be conducted under and in accordance with the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.
 - It is clearly agreed and understood that no difference or dispute shall be referable to arbitration as herein before provided, if the Company has disputed or not accepted liability under or in respect of this policy.
 - It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that award by such arbitrator/ arbitrators of the amount of the loss or damage shall be first obtained.
- xviii. **Disclaimer of Claim**: If the Company disclaims liability and communicates in writing to the Insured in respect of the claim and such claim has not within 12 calendar months from the date of such disclaimer been made the subject matter of a suit in a Court of law, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
 - xix. **Cancellation Clause:** Company may at any time cancel this Policy (on grounds of fraud, moral hazard, misrepresentation or non-co-operation) by sending an e-mail or an sms. No refund of premium shall be made in such cases except when cancellation is on grounds of non-co-operation, when minimum as given below (in case of cancellation by the Insured) shall be retained.

The Insured may cancel this policy only before the commencement of the Policy and in such event the Company shall refund the premium paid after retaining a minimum premium as below:

- i. Holiday Plan & Specific Journey Plan (Air): Rs.30+GST
- ii. Specific Journey Other than Air: Rs.10+GST
 - xx. **Change of Address:** Insured must inform the Company immediately in writing of any change in the address.
 - xxi. **Revision in Premium / Terms**: The premium rates are valid only for the Policy period. The Company may revise the premium rates and / or the terms & conditions of the Policy, but only after due approval from IRDAI.
 - xxii. **Product Withdrawal:** This product may be withdrawn in future with due approval of IRDAI. However, in the event of withdrawal of the product, the insured shall be informed of the options available.
 - xxiii. **IRDAI Regulations:** This policy is subject to IRDAI (Protection of policy holders' interest) Regulation, 2017 and Health Insurance Regulations 2016.
 - xxiv. **Jurisdiction:** All disputes or differences under or in relation to the policy shall be determined by the Indian Courts and in accordance with the Indian laws.

- xxv. **Special conditions applicable only** only to policies sold through Travel Agents, Web aggregators and the like:
 - i. Following details are to be clearly shown on the Portal / Travel site at the time of buying travel insurance
 - a. Name of "The Oriental Insurance Company Limited" as the Insurer
 - b. Premium amount collected towards travel insurance & Service Tax applicable
 - c. There should be an option given to the prospect to specifically choose whether or not to buy the coverage.
 - d. Where selected to buy, there should be a provision to opt out before conclusion of the transaction.
 - e. Provision to be make visible on the screen the terms & conditions of the travel insurance policy, with the provision of radio button for the prospect's confirmation of having read and understood the same.
 - ii. The master policyholder shall adhere to the norms specified above, in the absence of the same the tie-up arrangement may be cancelled by the Company.

Areas of Jurisdiction	Insurance Ombudsman, Office of the Insurance Ombudsman
Gujarat, UT of Dadra and Nagar Haveli, Daman and Diu	Office of the Insurance Ombudsman, 2 nd floor, Ambica House, Near C.U. Shah College,5, Navyug Colony, Ashram Road, Ahmedabad – 380014. Tel.: 079 - 27546150 / 27546139 Fax: 079 - 27546142 <u>Email: bimalokpal.ahmedabad@ecoi.co.in</u>
Karnataka	Office of the Insurance Ombudsman, 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 <u>Email: bimalokpal.bengaluru@gbic.co.in</u>
Madhya Pradesh and Chhattisgarh	Office of the Insurance Ombudsman, Janak Vihar Complex, 2nd Floor, 6, Malviya Nagar, Opp. Airtel Office, Near New Market, Bhopal – 462 003. Tel.: 0755 - 2769201 / 2769202 Fax: 0755 - 2769203
Orissa	Office of the Insurance Ombudsman, 62, Forest park, Bhubneshwar – 751 009. Tel.: 0674 - 2596461 /2596455 Fax: 0674 - 2596429 Email: bimalokpal.bhubaneswar@gbic.co.in
Punjab , Haryana, Himachal Pradesh, Jammu and Kashmir , UT of Chandigarh	Office of the Insurance Ombudsman, S.C.O. No. 101, 102 & 103, 2nd Floor, Batra Building, Sector 17 – D, Chandigarh – 160 017. Tel.: 0172 - 2706196 / 2706468 Fax: 0172 - 2708274 Email: bimalokpal.chandigarh@gbic.co.in

List of Offices of Insurance Ombudsman

Tamil Nadu, UT–Pondicherry Town and Karaikal (which are part of UT of Pondicherry)	Office of the Insurance Ombudsman, Fatima Akhtar Court, 4th Floor, 453, Anna Salai, Teynampet, CHENNAI – 600 018. Tel.: 044 - 24333668 / 24335284 Fax: 044 - 24333664 <u>Email: bimalokpal.chennai@gbic.co.in</u>
Delhi	Office of the Insurance Ombudsman, 2/2 A, Universal Insurance Building, Asaf Ali Road, New Delhi – 110 002. Tel.: 011 - 23239633 / 23237532 Fax: 011 - 23230858 Email: bimalokpal.delhi@gbic.co.in
Assam , Meghalaya, Manipur, Mizoram, Arunachal Pradesh, Nagaland and Tripura	Office of the Insurance Ombudsman, Jeevan Nivesh, 5th Floor, Nr. Panbazar over bridge, S.S. Road, Guwahati – 781001(ASSAM). Tel.: 0361 - 2132204 / 2132205 Fax: 0361 - 2732937 <u>Email: bimalokpal.guwahati@gbic.co.in</u>
Andhra Pradesh, Karnataka and UT of Yanam – a part of the UT of Pondicherry	Office of the Insurance Ombudsman, 6-2-46, 1st floor, "Moin Court", Lane Opp. Saleem Function Palace, A. C. Guards, Lakdi-Ka-Pool, Hyderabad - 500 004. Tel.: 040 - 65504123 / 23312122 Fax: 040 - 23376599 Email: bimalokpal.hyderabad@gbic.co.in
Rajasthan	Office of the Insurance Ombudsman, Jeevan Nidhi – II Bldg., Gr. Floor, Bhawani Singh Marg, Jaipur - 302 005. Tel.: 0141 - 2740363 <u>Email: Bimalokpal.jaipur@gbic.co.in</u>
Kerala, UT of (a) Lakshadweep, (b) Mahe – a part of UT of Pondicherry	Office of the Insurance Ombudsman, 2nd Floor, Pulinat Bldg., Opp. Cochin Shipyard, M. G. Road, Ernakulam - 682 015. Tel.: 0484 - 2358759 / 2359338 Fax: 0484 - 2359336 Email: bimalokpal.ernakulam@gbic.co.in
West Bengal, UT of Andaman and Nicobar Islands, Sikkim	Office of the Insurance Ombudsman, Hindustan Bldg. Annexe, 4th Floor, 4, C.R. Avenue, KOLKATA - 700 072.

The Oriental Insurance Company Ltd.

Bharat Darshan-Travel Insurance UIN:OICTIDP20035V012021 Policy

Districts of Uttar Pradesh :	Tel.: 033 - 22124339 / 22124340 Fax : 033 - 22124341 <u>Email: bimalokpal.kolkata@gbic.co.in</u> Office of the Insurance Ombudsman, 6th Floor, Jeevan Bhawan, Phase-II, Nawal Kishore Road, Hazratganj, Lucknow - 226 001.
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,	Tel.: 0522 - 2231330 / 2231331
Ballia, Sidharathnagar.	Fax: 0522 - 2231310
Goa, Mumbai Metropolitan Region excluding Navi Mumbai & Thane	Email: bimalokpal.lucknow@gbic.co.in 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 <u>Email: bimalokpal.mumbai@gbic.co.in</u>